

Fieldstone Community Development District

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The meeting of the Board of Supervisors for the **Fieldstone Community Development District** will be held **Wednesday, February 10, 2021 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]*

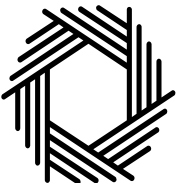
General Business Matters

1. Consideration of the Minutes of the January 13, 2021 Board of Supervisors' Meeting
2. Ratification of Revised Jan-Pro Manasota Cleaning Agreement for Brightwood Pavilion
3. Ratification of E-Verification Application for the District
4. Consideration of Resolution 2021-06, Adopting an Internal Controls Policy Consistent with Section 218.33
5. Review and Consideration of Change Order No. 2, North River Ranch Phases 1C & 1D West
6. Review and Consideration of Change Order No. 9, Morgan's Glen Phases 1&2
7. Review and Consideration of Change Order No. 10, Fort Hamer Road Extension Phase 1
8. Review and Consideration of Advantage Engineering, Inc. Proposal
9. Review and Consideration of ProStudios Proposal
10. Ratification of Funding Requests # 2021-11 – 2021-16
11. Ratification of Payment Authorizations # 11-14
12. Ratification of Requisitions # 2019-195 – 2019-197
13. Ratification of Requisitions Morgan's Glen Project # 2019-59 – 2019-63
14. Review of District Financial Statements

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 January 13,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING**

**Wednesday, January 13, 2021 at 1:30 PM
8141 Lakewood Main Street,
Bradenton, FL 34202**

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

Sandy Foster	Vice Chairperson
Priscilla Heim	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also Present at roll call via speaker phone or in person:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC.	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC (via phone)	
Kevin Plenzler	Neal Communities	(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	
Mark Roscoe	Neal Communities	(via phone)
Pam Curran	Neal Communities	(via phone)
Jonathan Johnson	Hopping Green Sams	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho call the meeting to order at 1:58 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 December 9, 2020 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the December 9, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Weidemiller, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the December 9, 2020 Board of Supervisors' Meeting.

**Consideration of Resolution 2021-
04, Updating Registered Agent**

Ms. Carvalho explained this resolution updates the Registered Agent from Dr. Fishkind to Ms. Carvalho.

On MOTION by Mr. Weidemiller, seconded by Ms. Foster, with all in favor, the Board approved Resolution 2021-04, Updating Registered Agent.

**Consideration of Draft Merger
Agreement**

Mr. Johnson reviewed the Draft Merger Agreement between Fieldstone CDD and North River Ranch Improvement Stewardship District with the Board.

The Agreement is the same in format that has already been approved by the North River Ranch Community Development District. The plan of the Landowner and the Legislature is seeking the establishment of the Legislation was to consolidate the governance of these properties within one entity and avoiding the use of multiple community Development Districts inclusive within an entity which has both powers and authority which are greater than those typically granted under Chapter 190. He suggested the Board approve the Merger Agreement in substantial form subject to any comments or changes that may be requested by District Counsel or the Landowner within the Districts.

The plan is to set a public hearing and allow landowners and other affected parties to comment hopefully resulting in a request by all three parties for this merger which would go to Manatee County for approval.

On MOTION by Mr. Weidemiller, seconded by Mr. Blakley, with all in favor, the Board approved the Draft Merger Agreement in substantial form subject to any comments or changes by District Counsel or the Landowner within the Districts

Consideration of Resolution 2021-05, Setting a Public Hearing on Merger and Other Matters

Mr. Johnson stated this Resolution will initiate the process of the merger and set a public hearing which needs to occur at least 45 days from today's date. The North River Ranch CDD set their Public Hearing for March 10, 2021 and he suggested Fieldstone CDD do the same.

On MOTION by Mr. Blakley, seconded by Mr. Weidemiller with all in favor, the Board approved Resolution 2021-05, Setting a Public Hearing on Merger and Other Matters for March 10, 2021 at 1:30 PM at this location.

Ratification of the Ardurra Contract for Professional Environmental Consulting Services

The Board reviewed the Ratification of Ardurra Contract for Professional Environmental Consulting Services

On MOTION by Mr. Blakley, seconded by Ms. Foster, with all in favor, the Board ratified the Ardurra Contract for Professional Environmental Consulting Services.

Ratification of the Waterscapes Pool & Spas Proposal

The Board reviewed the Waterscapes Pool & Spas Proposal.

On MOTION by Mr. Blakley, seconded by Ms. Foster, with all in favor, the Board ratified the Waterscapes Pool & Spas Proposal.

Consideration of Windward Building Group, Inc North River Ranch Riverfield Westside Entry Hardscape

Mr. Roscoe reviewed the Windward Building Group, Inc North River Ranch Riverfield Westside Entry Hardscape.

On MOTION by Mr. Weidemiller, seconded by Ms. Foster, with all in favor, the Board ratified the Windward Building Group, Inc North River Ranch Riverfield Westside Entry Hardscape.

Consideration of Windward Building Group, Inc North River Ranch Riverfield Southside Entry Hardscape

Mr. Roscoe reviewed the Windward Building Group, Inc North River Ranch Riverfield Southside Entry Hardscape

On MOTION by Mr. Weidemiller, seconded by Ms. Foster, with all in favor, the Board ratified the Windward Building Group, Inc North River Ranch Riverfield Southside Entry Hardscape.

Ratification of Change Order No. 1

Mr. Engle explained that this Change Order relates to the District's contract with Jon & Hall Company for the construction of North River Ranch Phases 1C & 1D in the deduct amount of \$1,035,560.86 for material and taxes.

On MOTION by Mr. Blakely, seconded by Ms. Weidemiller, with all in favor, the Board approved Change Order No 1 to the Jon & Hall Contract in the deduct amount of \$1,035,560.86.

**Ratification of Funding Requests
2021-05– 2021-10**

The Board reviewed Funding Requests 2021-05– 2021-10.

On MOTION by Mr. Weidemiller, seconded by Ms. Foster with all in favor, the Board ratified Funding Requests 2021-05 – 2021-10.

**Ratification of Payment
Authorizations #06-10**

The Board reviewed the Payment Authorizations #06-10.

On MOTION by Mr. Blakley, seconded by Ms. Heim, with all in favor, the Board ratified Payment Authorizations #06-10.

**Ratification of Requisition 2019-
192 – 2019-194**

The Board reviewed the requisition 2019-192 – 2019-194.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board ratified Requisition 2019-192 – 2019-194.

**Review of District Financial
Statements**

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

On MOTION by Mr. Weidemiller, seconded by Ms. Foster, with all in favor, the Board accepted the District Financial Statements through December 31, 2020.

Ratification of the Sunrise Landscape Contract

The Board reviewed the Sunrise Landscape Contract.

On MOTION by Mr. Weidemiller, seconded by Ms. Blakley, with all in favor, the Board ratified the Sunrise Landscape Contract.

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Mr. Engle presented Change Order No. 8 to the Woodruff & Sons for the construction of Morgan's Glenn Phases 1 & 2 in the increased amount of \$36,018.67 to create an out of phase entrance on Moccasin Wallow Rd. That will serve as the construction entrance for home building.

On MOTION by Mr. Blakley, seconded by Mr. Weidemiller, with all in favor, the Board ratified Change Order No. 8 to the Woodruff & Sons for the construction of Morgan's Glenn Phases 1 & 2 in the increased amount of \$36,018.67.

Mr. Roscoe presented the PRECO Lighting Agreement Phase 1 A, B & C and Phase 2 A & B. Mr. Weidemiller asked if the cost has been anticipated with the budget and Mr. Roscoe replied yes.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board approved the PRECO lighting Agreement Phase 1 A, B & C and Phase 2 A & B.

District Manager –

Ms. Carvalho noted the next meeting is scheduled for February 10, 2021. The District is getting a lot more residents moving into the community and more interaction around the Amenities. She was requested by Pulte who is constructing the community to look into the situation regarding non-resident use of the Amenity Facilities. This particular Board is in the process of looking into hiring a company on site to manage and facilitate the Amenity Center use. She discussed the option of a non-resident user fee but there must be someone on site to monitor and verify individuals. She asked Mr. Panaseny about where he is with hiring an on-site management company. He replied it is in process and he is negotiating a contract to be presented to the Board. Mr. Vogler will be looking at the form of the Contract and Neal Communities is working on the scope of services. He hopes to bring it to the Board for consideration next month. Mr. Roscoe is looking into one of the doors locks to ensure it is working properly.

Ms. Carvalho will contact the representative of Pulte and let them know the means of how the District is addressing the request.

**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 Mr. Blakley, seconded by Ms. Foster, with all in favor, the January 13, 2021 Meeting of the Board of Supervisor's for the Fieldstone Community Development District was adjourned at 2:15 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Revised Jan-Pro Manasota Cleaning
Agreement for Brightwood Pavilion

**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 _____, 2021, 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 _____ Jan-Pro Manasota Cleaning Agreement for Brightwood Pavillion (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 an 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 therefore.

5. 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: _____, 2021_____


CLEANING AGREEMENT

This Agreement is made between JAN-PRO OF MANASOTA ("JAN-PRO ") AND Fieldstone CDD ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. JAN-PRO agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. JAN-PRO will provide all chemicals, equipment, labor, and supervision. CLIENT will provide all restroom paper products, hand soap and can liners.
3. JAN-PRO will fulfill its obligations under this Agreement through its franchised system. JAN-PRO will identify the franchisee selected to service CLIENT before the start date of service. Each franchisee has been successfully trained on the JAN-PRO methods and procedures and is bound by the terms of this Agreement. CLIENT has the right to request a change in franchisee at any time.
4. JAN-PRO sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 30 days.
5. This Agreement will start with a 90 day probation period and then a term of one year from the later date of signing or the start of services. This Agreement automatically renews every year with the same terms, unless either party gives written notice of non-renewal at least 30 days before the expiration date. 8
6. CLIENT agrees to verbally notify JAN-PRO of any service issues before CLIENT provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier. This contract will be evaluated yearly for a 3% price increase to keep up with rising cost of supplies, labor and insurance. No price increase will occur without prior discussion with client.
8. CLIENT agrees that during the term of this Agreement and for 180 days after the expiration or termination of this Agreement, CLIENT will not employ directly or indirectly any JAN-PRO employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, JAN-PRO may have, if CLIENT breaches this Agreement, JAN-PRO is entitled to all costs of JAN-PRO's costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to JAN-PRO's lost revenues for the remainder of the term.
10. JAN-PRO annually observes the following federally recognized holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. JAN-PRO will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. JAN-PRO and JAN-PRO's franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT *FIELDSTONE CDD*
BY: 
NAME: *Pete Williams*
DATE: *11/25/2021*

JAN-PRO
BY: 
NAME: *Rick Luna*
DATE: *11/25/2021*

PRICING AGREEMENT

CLIENT: Fieldstone CDD (12051 Corporate Blvd, Orlando FL 32817)
CLEANING LOCATION: Brightwood Pavilion
 11510 Little River Way
 Parrish, FL 34219
DESCRIPTION OF CLEANABLE AREA: Clubhouse, Pool Area, Fire Pit, Playground, Game Room, Fit Pod Area
START DATE: TBD

REGULAR SERVICE	PRICE PER MONTH*
2x's Per Week	\$895
Option 2	\$\$\$
Option 3	\$\$\$
TOTAL REGULAR SERVICES	\$895


SPECIAL SERVICES	PRICE PER SERVICE*
Special Service 1	NA
Special Service 1	NA
Special Service 1	NA
TOTAL SPECIAL SERVICES	NA


TOTAL COMBINED SERVICES	\$895
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NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth

CLIENT Fieldstone CDD
SIGNATURE: 
PRINT: Pete Williams
DATE: 1/28/2021

JAN-PRO
SIGNATURE: 
PRINT: Rick Luna
DATE: 1/28/2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of E-Verification Application for the
District

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Fieldstone Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1631483

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1631483

Approved by:

Employer Fieldstone Community Development District	
Name (Please Type or Print) Vivian Carvalho	Title
Signature Electronically Signed	Date 01/20/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/20/2021

Company ID Number: 1631483

	Fieldstone Community Development District
	12051 CORPORATE BLVD ORLANDO, FL 32817
County or Parish	ORANGE
Employer Identification Number	320464955
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1631483

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)

Company ID Number: 1631483

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Vivian Carvalho
Phone Number (407) 723 - 5900
Fax Number (407) 723 - 5901
Email Address carvalhov@pfm.com

Company ID Number: 1631483

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-06, Adopting an
Internal Controls Policy Consistent with
Section 218.33

RESOLUTION 2021-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fieldstone Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2021.

ATTEST:

**FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT "A"

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Fieldstone Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements,

theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

- 5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

- 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
 - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
 - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
 - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
 - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
 - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
 - 5.1.1.7. Retaining and restricting access to sensitive documents.
 - 5.1.1.8. Performing regular electronic data backups.
- 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
 - 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
 - 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
 - 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
 - 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
 - 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management

shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*
Effective date: _____, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Change Order No. 2,
North River Ranch Phases 1C & 1D West

Change Order

No. 2

Date of Issuance: January 25, 2021

Effective Date: February 10, 2021

Project: North River Ranch Phase 1C & 1D West	Owner: Fieldstone Community Development District	Owner's Contract No.:
Contract: \$7,291,514.51		Date of Contract: 01/04/2021
Contractor: Jon M Hall Company, LLC		Engineer's Project No.: 215613809

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Phase 1D West Roadway: Deduction of 8' Boardwalk.

Attachments: (List documents supporting change):

John M Hall Company proposal dated 1/21/2021

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 7,291,514.51

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$(1,035,560.86)

Contract Price prior to this Change Order:

\$ 6,255,953.65

[Increase] [Decrease] of this Change Order:

\$ (363,814.02)

Contract Price incorporating this Change Order:

\$ 5,892,139.63

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): **150 Days (6/3/2021)**

Ready for final payment (days or date): **180 Days (7/3/2021)**

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): **150 Days (6/3/2021)**

Ready for final payment (days or date): **180 Days (7/3/2021)**

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): **150 Days (6/3/2021)**

Ready for final payment (days or date): **180 Days (7/3/2021)**

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



JON M HALL
COMPANY
Florida's Premier Site Developer

8409 Laurel Fair Circle, Suite 100
 Tampa, FL 33610
 P: 813-499-0016 F: 813-524-5520
 www.jonmhallcompany.com

To: Fieldstone Community Development District	Contact: Robert A Engel, PE, District Engineer
Address: Sarasota	Phone:
	Fax:
Project Name: North River Ranch Ph 1C 1D West - RCO 002 Boardwalk Deduct	Bid Number: 20-752
Project Location: Moccasin Wallow Rd, Parrish, FL	Bid Date:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Phase 1D West Roadway				
05 PAVING				
Deduct For 8' Boardwalk (Removed At The Direction Of The Owner)	1,206.00	LF	(\$301.67)	(\$363,814.02)
Total Price for above 05 PAVING Items:				(\$363,814.02)
Total Price for above Phase 1D West Roadway Items:				(\$363,814.02)

Total Bid Price: (\$363,814.02)

Payment Terms:

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Jon M. Hall Company</p> <p>Authorized Signature: _____</p> <p>Estimator: James Justice 407-215-0410 jjjustice@jonmhallcompany.com</p>
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Change Order No. 9,
Morgan's Glen Phases 1&2

Change Order

No. 9

Date of Issuance: January 28, 2021 Effective Date: February 10, 2021

Project: Morgan's Glen Phases 1 & 2 (Site Civil) & Phase 3 (Earthwork)	Owner: Fieldstone Community Development District	Owner's Contract No.:
Contract: \$7,407,885.73		Date of Contract: October 14, 2019
Contractor: Woodruff & Sons, Inc.		Engineer's Project No.: 215614811
2730		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Extras and Credits: 3A Asphalt Section & Mix Redesign; 3A Pond 20 Outfall Revision; Re-staking Sanitary Clean Outs Curb, Water Services; Grade & Compact Sidewalk and Install & Remove Forms for Walk.

Attachments: (List documents supporting change):

Woodruff & Sons Proposals, Worksheet for Extras dated 01/26/2021.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 7,407,885.73	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 1A: 150 days Ready for final payment (days or date): 1A: 180 days
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ 42,195.56	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ 7,450,081.29	Contract Times prior to this Change Order: Substantial completion (days or date): 1A: 150 days Ready for final payment (days or date): 1A: 180 days
[Increase] [Decrease] of this Change Order: \$ 44,105.13	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 1A: 90 days Ready for final payment (days or date): 1A: 90 days
Contract Price incorporating this Change Order: \$ 7,494,186.42	Contract Times with all approved Change Orders: Substantial completion (days or date): 1A: 240 days (11/21/2020) Ready for final payment (days or date): 1A: 270 days (12/21/2020)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

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WOODRUFF & SONS, INC - WORKSHEET for EXTRAS

P.O. Box 10127, Bradenton, Florida 34282-0127 ~ T# 941.756.1871 ~ F# 941.755.1379 ~ www.woodruffandsons.com

NAME OF JOB: Morgan's Glen Phases 1 & 2 (Site Civil) and Phase 3 (Earthwork)
JOB LOCATION: Fort Hamer Road off Moccasin Wallow Road - Parrish, FL
NATURE OF JOB: Extra Work Performed Outside The Scope Of The Original Contract

JOB/WORK ORDER NO: 2730
DATE: Jan 26, 2021
REFERENCE NO: PCO-09
W&S INVOICE NO:

BILL TO: A/R C# Fieldstone CDD
COMPANY: Fieldstone Community Development District
ADDRESS: _____

ORDERED BY: Mark Roscoe
TAX LOCATION: Manatee
TAX PERCENTAGE: 7.00%

DATE	WORKMAN	TICKET #	QTY	UNITS	DESCRIPTION OF WORK	UNIT \$	EXTENSION \$
			11,408.00	sy	F&P 1.25" Type SP 9.5 Asphalt-Ph 2A/3A	\$8.48	\$96,739.84
			76.00	lf	F&I 34"x53" ERCP Pond 20 Outfall Mod.	\$230.51	\$17,518.76
			1.00	ea	F&I 34"x53" ERCP Endwall Pipe Support	\$4,061.20	\$4,061.20
			1.00	ls	F&I Modified Double Grate Control Str	\$13,113.71	\$13,113.71
			1.00	ls	Re-stake Sanitary Clean Outs Hit By Bldg Trd	\$1,080.00	\$1,080.00
			1.00	ls	Re-stake Curb Run Over By Bldg Trades	\$540.00	\$540.00
			1.00	ls	Re-Stake Water Services Run Over By Deliv	\$810.00	\$810.00
			109.00	sy	Grade & Compact For Walk Before Deletion	\$1.90	\$207.10
			1.00	ls	Install / Remove Forms For Deleted Walk	\$506.00	\$506.00
			-6,908.00	sy	Phase 2A 1" Type S-3 Asphalt Credit	\$5.99	(\$41,378.92)
			-4,500.00	sy	Phase 3A 1" Type S-3 Asphalt Credit	\$6.07	(\$27,315.00)
			-77.00	lf	Delete 42" RCP Pond 20 Outfall	\$139.83	(\$10,766.91)
			-1.00	ea	Delete 42" Endwall Pipe Support	\$2,693.67	(\$2,693.67)
			-1.00	ea	Delete Double Grate Control Structure	\$8,316.98	(\$8,316.98)
						SUBTOTAL	\$44,105.13
						TAX %	
						TOTAL	



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal	
OFFICIAL USE ONLY	
<input type="checkbox"/> Job No:	_____
<input type="checkbox"/> Control No:	_____
<input type="checkbox"/> Log Date:	_____
<input type="checkbox"/> Invoice No:	_____
<input type="checkbox"/> Change Order No:	CO-09

To: Fieldstone Community Development District	Contact: Robert Engel
Address: 12051 Corporate Blvd. Orlando, FL 32817	Phone:
	Fax:
Project Name: Morgan's Glen 2A - 3A Asphalt Section & Mix Redesign	Bid Number: 2730-P018
Project Location: Parrish, FL	Bid Date: 1/7/2021

Thank you for the opportunity to quote.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Phase 2A, 3A Furnish & Place 1.25" Type SP 9.5 Asphaltic Concrete	11,408.00	SY	\$8.48	\$96,739.84
Phase 2A, 1" Type S-III Asphaltic Concrete	-6,908.00	SY	\$5.99	(\$41,378.92)
Phase 3A, 1" Type S-III Asphaltic Concrete	-4,500.00	SY	\$6.07	(\$27,315.00)

Total Bid Price: \$28,045.92

Notes:

- Prices are for Phase 2A & 3A.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Woodruff & Sons, Inc. - Proposal</p> <p>Authorized Signature: _____</p> <p>Estimator: Scott Russell (941) 756-1871 scottr@woodruffandsons.com</p>
---	---



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal	
OFFICIAL USE ONLY	
<input type="checkbox"/> Job No:	_____
<input type="checkbox"/> Control No:	_____
<input type="checkbox"/> Log Date:	_____
<input type="checkbox"/> Invoice No:	_____
<input type="checkbox"/> Change Order No:	_____

To: Fieldstone Community Development District	Contact: Robert Engle
Address: 12051 Corporate Blvd. Orlando, FL 32817	Phone:
	Fax:
Project Name: Morgan's Glen 3A Pond 20 Outfall Revision	Bid Number: P20-041
Project Location: Morgan's Glen Phase 3A, Parrish, FL.	Bid Date: 1/15/2021

Thank you for the opportunity to quote.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
F&I 34 X 53 ERCP	76.00	LF	\$230.51	\$17,518.76
F&I 34 X 53 Endwall Pipe Support	1.00	EACH	\$4,061.20	\$4,061.20
F&I Modified Double Grate Control Structure	1.00	EACH	\$13,113.71	\$13,113.71
Delete 42" RCP	-77.00	LF	\$139.83	(\$10,766.91)
Delete 42" Endwall	-1.00	EACH	\$2,693.67	(\$2,693.67)
Delete Double Grate Control Structure	-1.00	EACH	\$8,316.98	(\$8,316.98)

Total Bid Price: \$12,916.11

Notes:

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
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Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Woodruff & Sons, Inc. - Proposal</p> <p>Authorized Signature: _____</p> <p>Estimator: Scott Russell (941) 756-1871 scottr@woodruffandsons.com</p>
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Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton Florida 34203 (physical)
P.O. Box 10127, Bradenton Florida 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379
www.woodruffandsons.com

Proposal	
OFFICIAL USE ONLY	
<input type="checkbox"/> Job No:	2730
<input type="checkbox"/> Control No:	2730 PO19
<input type="checkbox"/> Log Date:	_____
<input type="checkbox"/> Invoice No:	_____
<input type="checkbox"/> Change Order	_____

To: Fieldstone Community Development District Address: 12051 Corporate Blvd. Orlando, FL. 32817	Contact: Mark Roscoe Tel No: 941-376-8496 Email: mroscoe@nealland.com
Project Name: Morgan's Glen Phase 1&2 (Site Civil) & Phase 3 (Earthwork) Project Location: Fort Hamer Road off Moccasin Wallow Road - Parrish, FL	Bid No: P19-079 Bid Date: Tuesday, September 17, 2019

Item #	Item Description:	Estimated Quantity	Unit	Unit Price	Total Price
This is a Change Order Request					
1.	Restake Sanitary Clean Outs Hit By Bldg. Trades	1.00	ls	\$1,080.00	\$ 1,080.00
2.	Restake Curb Staking Run Over By Bldg. Trades	1.00	ls	\$540.00	\$ 540.00
3.	Restake Water Services Hit By Bldg. Trades	1.00	ls	\$810.00	\$ 810.00
Total Price for above Items:				\$	<u>2,430.00</u>
Total Bid Price:				\$	<u>2,430.00</u>

- Notes:
- Prices may be withdrawn, if not accepted within 45 days as of the date of this proposal.
 - This proposal require additional days ??????????????????
 - This proposal includes ??????????????????????
 - This proposal does not includes ??????????
 - All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Printed Name: _____ Date of Acceptance: _____	CONFIRMED: <div style="text-align: center;">Woodruff & Sons, Inc.</div> Authorized Signature: _____ <div style="text-align: center;">Donald P. Woodruff, President</div> Estimator: Matt Anderson (matta@woodruffandsons.com)
---	---



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton Florida 34203 (physical)
 P.O. Box 10127, Bradenton Florida 34282-0127 (mailing)
 Tel # 941.756.1871 ~ Fax # 941.755.1379
 www.woodruffandsons.com

P r o p o s a l	
OFFICIAL USE ONLY	
<input type="checkbox"/> Job No:	<u>2730</u>
<input type="checkbox"/> Control No:	<u>2730 P020</u>
<input type="checkbox"/> Log Date:	_____
<input type="checkbox"/> Invoice No:	_____
<input type="checkbox"/> Change Order	<u>PCO-09</u>

To: Fieldstone Community Development District Address: 12051 Corporate Blvd. Orlando, FL. 32817	Contact: Mark Roscoe Tel No: 941-376-8496 Email: mroscoe@nealland.com
Project Name: Morgan's Glen Phase 1&2 (Site Civil) & Phase 3 (Earthwork) Project Location: Fort Hamer Road off Moccasin Wallow Road - Parrish, FL	Bid No: P19-079 Bid Date: Tuesday, September 17, 2019

Item #	Item Description:	Estimated Quantity	Unit	Unit Price	Total Price
This is a Change Order Request					
1.	Grade And Compact For Sidewalk	109.00	sy	\$1.90	\$ 207.10
2.	Install And Remove Forms For Walk	1.00	ls	\$506.00	\$ 506.00

Total Price for above Items: \$ 713.10
 Total Bid Price: \$ 713.10

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Woodruff & Sons, Inc.</p> <p>Authorized Signature: _____</p> <p style="text-align: center;">Donald P. Woodruff, President</p> <p>Estimator: Matt Anderson (matta@woodruffandsons.com)</p>
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Change Order No. 10,
Fort Hamer Road Extension Phase 1

Change Order

No. 10

Date of Issuance: January 20, 2021

Effective Date: February 10, 2021

Project: Fort Hamer Road Extension Phase 1	Owner: Fieldstone Community Development District	Owner's Contract No.:
Contract: \$5,939,439.73		Date of Contract: August 29, 2017
Contractor: Woodruff & Sons, Inc.		Engineer's Project No.: 215613562
Contractor No.: 2677/ 2699		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Walk-thru extras: clean valve boxes/storm MH, silt/dirt pavement; remove curb/sidewalk; repair handrail; finished curb/sidewalk; grade behind curb/walk; replace threaded cleanout caps; add nut ext.

Attachments: (List documents supporting change):

Woodruff & Sons, Inc. Invoice 23746 dated 6/15/20.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 5,939,439.73

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 9 :

\$ 774,046.84

Contract Price prior to this Change Order:

\$ 6,713,486.57

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 42,144.40

Contract Price incorporating this Change Order:

\$ 6,755,630.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 270 days (120 days utilities)

Ready for final payment (days or date): 300 days

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 9 :

Substantial completion (days): -0-

Ready for final payment (days): -0-

Contract Times prior to this Change Order:

Substantial completion (days or date): 270 days (120 days utilities)

Ready for final payment (days or date): 300 days

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): -0-

Ready for final payment (days or date): -0-

Contract Times with all approved Change Orders:

Substantial completion (days or date): 270 days (120 days utilities)

Ready for final payment (days or date): 300 days - 6/25/2018

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

V:\2156\active\215613562\civil\construction_phase_documents\change_orders\con_fcdd_ft-hamer-rd_ext-1_co-10_42144-40_walk-thru-extras_woodruff_c-941_ejcdc_rae_20210120.docx



WOODRUFF and SONS, Inc.

P.O. Box 10127
 Bradenton, Florida 34282-0127
 (941) 756-1871 fax (941) 755-1379

Invoice No. 23746

Date 06/15/20

Job No. 2677

INVOICE

Client

ID No 33020
 Name Fieldstone CDD
 Address 5800 Lakewood Ranch Blvd
 Address _____
 City Sarasota State Florida Zip 34240

Description

Location: Ft. Hamer Rd, Seg 1

 Attn: Tom Panaseny
TPanaseny@nealland.com

Date	Qty	Units	Description	Unit Price	TOTAL
Apr+May20	1.00	ls	Walk-thru Extras [detail breakdown attached]	\$42,144.40	\$ 42,144.40
Subtotal					\$ 42,144.40
				7.00% Tax n	FL-Manatee \$ -
				8.20% Tax n	FL-Real Property \$ -
				7.00% Tax n	FL-Sarasota \$ -
TOTAL					\$ 42,144.40

Office Use Only

1 1/2 % per month Service Charge will be added to all accounts over due.



WOODRUFF & SONS, INC - BILLING/INVOICE WORK-SHEET

PO Box 10127, Bradenton, FL 34282-0127 ~ T 941.756.1871 ~ F 941.755.1379 ~ www.woodruffandsons.co

NAME OF JOB:	Ft. Hamer Rd. Seg 1	JOB/WORK ORDER NO:	2677
JOB LOCATION:		DATE:	06/08/20
BILL TO:	Attention: Tom P.	W&S INVOICE NO:	23746
COMPANY:	Field Stone	TAX LOCATION:	Manatee
ADDRESS:		TAX PERCENTAGE:	7.00%

DATE DESCRIPTION OF WORK

DATE	DESCRIPTION OF WORK		
03/24/20	Addressed County Inspector's issues at time of walk-thru, inc. cleaning valve boxes and storm manholes.	\$	3,437.50
03/25/20	Cleaned silt and dirt off pavement due to construction traffic from other sites.	\$	1,125.00
04/02/20	F&I brass ID tabs for underdrain clean-outs per the county's requirement.	\$	608.10
04/15/20	Saw cut and removed concrete curb / sidewalk	\$	2,990.00
04/16/20	Saw cut and removed concrete curb / sidewalk. Repaired handrail damaged by mowers.	\$	3,897.50
04/27/20	Furnished/Placed/Finished curb & sidewalk. Removal/Replacement of detectable warnings per the County Inspector	\$	10,320.40
04/28/20	Clean up and graded behind curb/walk. Cleaned weeds and brush out of rip-rap east of mid block box culvert	\$	1,825.00
04/30/20	Finished grading behind curb & sidewalk	\$	495.00
05/19/20	Fixed & replaced threaded clean-out caps	\$	869.78
05/20/20	Removed more broken curb & sidewalk. Cleaned weeds and brush out of rip-rap on the north side of mid block box culvert. F&I [4] 9-button signs at the end of walks and roadway turnouts.	\$	4,377.96



WOODRUFF & SONS, INC - BILLING/INVOICE WORK-SHEET

PO Box 10127, Bradenton, FL 34282-0127 ~ T 941.756.1871 ~ F 941.755.1379 ~ www.woodruffandsons.co

NAME OF JOB:	Ft. Hamer Rd. Seg 1	JOB/WORK ORDER NO:	2677
JOB LOCATION:		DATE:	06/08/20
BILL TO:	Attention: Tom P.	W&S INVOICE NO:	23746
COMPANY:	Field Stone	TAX LOCATION:	Manatee
ADDRESS:		TAX PERCENTAGE:	7.00%

		DATE	DESCRIPTION OF WORK		
		05/21/20	Formed, poured, and finished concrete curb/sidewalk . Raised ARV/Valve and finished assem. w/ pads. F&I replacement ARV cabinets	\$	3,587.20
		05/22/20	Dug up (3) valves to add operating nut extension and formed/repoured pads.Dug up and replaced (3) meter boxes at blow-off assem.	\$	4,317.04
		05/27/20	Saw cut, removed, formed and poured additional curb per County Inspector.	\$	1,937.50
		05/28/20	Replaced broken valve box. Cleaned up around new curb/walk and graded, installed sod in all disturbed areas	\$	1,253.92
			Project Manager	\$	1,102.50
Total				\$42,144.40	\$42,144.40

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Advantage
Engineering, Inc. Proposal

**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 10th day of February, 2021, 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_____



February 1, 2021

Mr. Pete Williams
Fieldstone Community Development District
12051 Corporate Blvd.
Orlando, Florida 32817

**Re: Morgan's Glen Phases 1A, 1B, 1C, IIA, and IIB
8401 Canyon Creek Trail, Parrish, Florida 34219
Manatee County, Florida
LOMR (Letter of Map Revision) for Phases 1A, 1B, 1C, IIA, and IIB
Cost Proposal**

Dear Mr. Williams:

Thank you for your recent request for providing professional engineering services for the referenced project. Advantage Engineering, Inc. (CONSULTANT) sincerely appreciates this opportunity to assist FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT (CDD) and STANTEC (ENGINEER) on this project. The intent for this scope of work is to provide a Letter of Map Revision for Morgan's Glen – Phases 1A, 1B, 1C, IIA, and IIB located at 8401 Canyon Creek Trail, Parrish, Florida. It is our understanding that the proposed residential site development is currently under construction in 2021 which is a total of 81.64 acres and is identified by Parcel ID No 403600209. The property is located within Sections 19, 20 & 30 in Township 33 South and Range 19 East in Manatee County, Florida.

The LOMR modeling for Phases 1A, 1B, 1C, IIA, and IIB will need to be completed using the Effective (Overall) Model for Buffalo Canal Watershed Model. The detailed description of our services is outlined as follows:

I. SERVICES BY CONSULTANT

Phase I - Flood Study

1. Data Collection from the Southwest Florida Water Management District (SWFWMD), Manatee County, and FEMA. If the current model is not the Effective, the CONSULTANT will order and receive from the FEMA Library the Buffalo Canal ICPR Model which is deemed the "Currently Effective Model".
2. Review FEMA FIRM compared to the "Current Effective Model". This may include verification of existing boundary

**Advantage Engineering, Inc.,
3914 Flatiron Loop #102, Wesley Chapel, Florida 33544
Office (813) 975-9638 Fax (813) 994-5265**

conditions, channel geometry, basin flows and channel roughness coefficients used for modeling the 100-year storm or base flood event. The original contours or pre-development contours will be provided as a pre-development surface for reference.

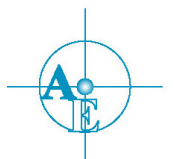
3. Updated the new overall effective ICPR model that was created for Phases 1A, 1B, 1C, IIA, and IIB with the design conditions.
4. Prepare a brief letter report with appendices outlining our findings and recommendations based on all the model runs outlined above. The final report will be signed and sealed for submittal to Manatee County and FEMA.

Phase II – LOMR

1. Obtain Manatee County Approval by:
 - Submitting the Proposed Conditions Model (PCM) to Manatee County with other necessary documentation to secure County's sign-off of the Community Acknowledgement Form.
 - Respond to 2 rounds of County Comments.
2. Complete the required FEMA MT-2 Application for LOMR, including:
 - ICPR model and Report signed and sealed
 - Riverine Hydrology & Hydraulics Form
 - Form 3 – Riverine Structures Form
 - Overview & Concurrence Form
 - Payment Information Form (review fee required)
3. Submit the LOMR package to FEMA including: Applications, Review Fee, Deed, Updated Flood Map, and ICPR model. CONSULTANT will make up to 2 rounds of comment revisions and re-submit. All mapping to be provided by the CONSULTANT with assistance from the ENGINEER.
4. CONSULTANT is anticipating submitting all information electronically to FEMA via their website.

II. INFORMATION PROVIDED BY ENGINEER

1. Electronic files of all relevant data (e.g., topography, grading and drainage sheets, wetland information, boundary survey, etc.) being used for the project. Wetland



information shall include jurisdictional lines and hydroperiods. Any hard copy data that may be relevant to the pre-development conditions.

2. The update of the existing FIRM and Topographic map shall be developed by the CONSULTANT with assistance from the ENGINEER. This shall include either a mark-up of the new "best available" base flood elevations per the CONSULTANT's PCM with shading on a *.pdf FIRM map or a CADD file with the existing elevations showing the new AE elevations by shading.
3. **As-Built Survey surface for all Phases to reference to the original plans along with the record drawings for referencing the control structures, weirs, pipes, etc. that will be used to update the ICPR model. Existing contours should extend well beyond the project limits for tie down purposes associated with and potential BFE adjustments off-site.**

III. ASSUMPTIONS / ADDITIONAL SERVICES PROVIDED BY THE CONSULTANT

1. Any model changes or RAI responses beyond two (2) rounds of comments from the local government or FEMA as a result of the submittals are considered additional services requiring further compensation based on \$180/hr.
2. Updating the Counties existing ICPR Model versus utilizing the currently permitted AdICPR model for the site to reflect the proposed conditions for the site.

IV. COMPENSATION

Payment for Professional Engineering Services related to the Phase 1 and 2 are as follows:

<u>Description</u>	<u>Amount</u>
Phase I - Quantitative Analysis / Report	\$18,000.00
Phase II – LOMR	<u>\$14,400.00</u>
Total	\$32,400.00

Phases 1 and 2 shall be a lump sum fee of \$32,400 for all work up to addressing two (2) rounds of County comments and two (2) rounds of FEMA comments. These fees do not include the FEMA permitting fees. Additional fees associated with addressing any requests for additional information beyond (1) round of comments from reviewing agencies will be billed out based on an hourly rate of \$180.00 per hour. The fees also do not include out of pocket expenses (e.g., mileage, printing and reproduction, etc.) which will be billed out at the actual cost. We will submit invoices monthly reflecting the services we have performed. **We do not guarantee or insure the findings of this investigation.**



We will begin working on this project immediately. We will keep you updated regarding our progress on a regular basis and notify you if any conditions develop which may have an impact on the schedule or on the scope of services needed.

We trust that this description of our services is consistent with your understanding. If not, please call me or Carl Irwin so that we can discuss any items in question and agree on the best way to proceed. If the above description meets with your approval, please sign below, and send one copy back to our office.

Once again, we thank you for allowing us to be of service to you. We look forward to working with you on this project.

Sincerely,

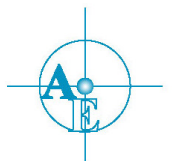
AUTHORIZED BY:



Brian A. Acken, P.E.
Principal

Fieldstone Community Development District

cc: Carl H. Irwin, P.E.



**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of ProStudios Proposal

**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 10th day of February, 2021, 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:

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_____

1/27/21

To: Fieldstone CDD
 12051 Corporate Blvd.
 Orlando, FL 32817

Att: Mark Roscoe

Re: Box Logo Tower / Letters and Graphics for 4th (South) Corner of Ft. Hamer Rd/Erie Rd.

Desc: A: (1) Monument requiring the following...

- Letters are 6" deep x 30" tall FACE LIT Channel letters - NORTH RIVER RANCH
- Letters are mounted to the top of a 6" x 6" aluminum box which attaches to the top of the cement / stucco knee wall by Windward Building Group.
- Installs in 3 equal sections for ease of installation. Needs one 120 v 15 amp circuit.
- Wave logo Graphic is an internally lit cabinet 72" wide x 42" tall x 6" deep with push thru Acrylic Waves each having translucent colors. Background is pierce cut white aluminum.
- Wave cabinet mounts to a 16' tall x 8' wide x 2' deep aluminum box tower. Faux Corten Steel finish. Mounts to (2) 8" x 21' steel posts (included in installation price).

PRICE: \$31,250.00 each \$31,250.00

INSTALLATION: \$ 4,895.00

PERMIT ACQUISITION: By Windward Building Group

SUB-TOTAL: \$36,145.00

SALES TAX: CDD PROJECT \$ EXEMPT

TOTAL: \$36,145.00

**All Measurements are to be verified with WBG to make sure they are building as we have Specified. Any changes or additions to the above description will affect the price.

TERMS: 50% Down Payment Required to start Job due upon receipt of invoice.

Balance is Due upon completion and receipt of invoice net 10 days.

Accepted By: _____ Date: _____

Submitted By:  _____ Date: 2/27/21
 Tom Bowers Pres. / Creative Director

SignPro Studios guarantees these prices for a period of 60 days after which we reserve the right to re-evaluate and resubmit new pricing if needed. We also retain the rights to all items produced until the contract is paid in full and have the right to recover any signage and associated costs related to removal and or binding arbitration. Any artwork used without consent or compensation may result in a charge not to exceed \$1,000.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests
2021-11 – 2021-16

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-11 - 2021-16

FR #	Description	Amount	Total
2021-11	Stantec Consulting Services	\$54,916.84	
			\$54,916.84
2021-12	Stantec Consulting Services	\$39,597.18	
	Winward Building Group	\$53,479.18	\$93,076.36
2021-13	Green Marine Construction	\$35,200.00	
			\$35,200.00
2021-14	Dewberry Engineers	\$2,430.00	
			\$2,430.00
2021-15	Sunrise Landcare	\$161,289.23	
			\$161,289.23
2021-16	Ripa & Associates	\$2,725.00	
			\$2,725.00

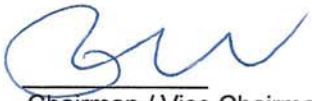
**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-11 (Brightwood Phase 2)
12/31/2020

Item No.	Payee	Invoice No.	Brightwood Phase 2
1	Stantec Consulting Services SA-24 North River Ranch Phase 2 Infrastructure Through 12/11/2020	1739128	\$ 54,916.84
TOTAL			\$54,916.84

Venessa Ripoll

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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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-12 (Brightwood Phase 1A1, 1A2)

1/8/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	Stantec Consulting Services SA-5 Grand Reserve Phase 1 Through 12/11/2020	1740172	\$ 39,597.18
2	Windward Building Group Pay App 2 for North Rvr Rch-Main&Vil Entries Through 12/31/2020	--	\$ 53,479.18
TOTAL			\$93,076.36

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-13 (Brightwood Phase 1A1, 1A2)
1/15/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	Greene Marine Construction Final Payment of Boardwalk Construction	--	\$ 35,200.00
TOTAL			\$35,200.00

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-14 (1C, 1DW)
1/15/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Dewberry Engineers Phase 1C/1D W Staking Services	1916839	\$ 2,430.00
		TOTAL	\$ 2,430.00

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**


2021-15

Funding Request No. 2021-~~14~~ (1B, 1DE)
1/15/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	Sunrise Landcare New Landscape and Irrigation	72603	\$ 85,364.48	
2	Sunrise Landcare New Landscape and Irrigation	72604		\$ 75,924.75
TOTAL			\$161,289.23	

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-16 (1B, 1DE)
1/22/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	RIPA & Associates Underdrain Clean Out Extension Connection	RA210116		\$ 2,725.00
TOTAL				\$2,725.00

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations # 11-14

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorizations #11-14

PA #	Description	Amount	Total
2021-11	Bradenton Herald	\$141.57	
	Clean Sweep	\$150.00	
	Frontier	\$207.33	
	Manatee County Utilities Department	\$841.22	
	Southern Land Services of Southwest Florida	\$600.00	
			\$1,940.12
2021-12	Brilliant Cleaning Corporation	\$625.00	
	Jan-Pro Of Manasota	\$470.00	
	MacroLease	\$695.00	
	PFM Group Consulting	\$2,500.00	
	S&G Pools	\$900.00	
	Sunrise Landcare	\$1,440.00	
			\$6,630.00
2021-13	Envera	\$794.00	
	MI-BOX	\$189.00	
	Southern Land Services of Southwest Florida	\$2,880.00	
	Supervisor Fees- 1/13/21 Meeting	\$800.00	
	Vglobal Tech		
	October-December ADA Audit	\$300.00	
	January	\$100.00	
	Vogler Ashton	\$4,076.00	
			\$9,139.00
2021-14	DayStar Exterior Cleaning	\$1,250.00	
	Peace River Electric Cooperative	\$659.79	
	Southern Land Services of Southwest Florida	\$450.00	
	Sunrise Landcare	\$10,465.87	
			\$12,825.66


**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 011
12/31/2020

Item No.	Payee	Invoice No.	General Fund
1	Bradenton Herald Legal Advertising on 12/02/2020	4816483	\$ 141.57
2	Clean Sweep Parking Lot Maintenance Power Sweeping on 12/01/2020	44617	150.00
3	Frontier Pavilion Services 12/23/2020 - 01/22/2021	--	\$ 207.33
4	Manatee County Utilities Department 11510 Little River Way ; Service 11/16/2020 - 12/17/2020 8905 Grand River Pkwy ; Service Through 12/28/2020 11539 Little River Way ; Service Through 12/28/2020	Acct: 312296-162425 Acct: 312296-164615 Acct: 312296-164711	\$ 510.85 \$ 76.21 \$ 254.16
5	Southern Land Services of Southwest Florida Street Sweeping, SWPPP Maintenance on 12/17/2020	121820-46	\$ 600.00
TOTAL			\$ 1,940.12

Venessa Ripoll

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 012

1/8/2021

Item No.	Payee	Invoice No.	General Fund
1	Brilliant Cleaning Corporation October Cleaning Services	004	\$ 625.00
2	Jan-Pro of Manasota January Brightwood Pavilion Cleaning	64236	\$ 470.00
3	MacroLease FitRev Lease Installment	298881	\$ 695.00
4	PFM Group Consulting Dissemination Fee: 10/01/2020-12/31/2020	113152	\$ 2,500.00
5	S&G Pools January Commercial Pool Service	1121	\$ 900.00
6	Sunrise Landcare Brush Cutting and Bush Hog Mowing	72592	\$ 1,440.00
TOTAL			\$ 6,630.00


Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 013

1/15/2021

Item No.	Payee	Invoice No.	General Fund
1	Envera February Security Services	698370	\$ 794.00
2	MI-BOX Box Rental	4360	\$ 189.00
3	Southern Land Services of Southwest Florida December Mowing of Phases 1B, 1D, Ponds	122520-110	\$ 2,880.00
4	Supervisor Fees - 01/13/2021 Meeting Dale Weidemiller John Blakley Sandy Foster Priscilla Heim	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
5	VGlobalTech October-December ADA Audit January Website Maintenance	2220 2316	\$ 300.00 \$ 100.00
6	Vogler Ashton General Counsel Through 12/31/2020	6483	\$ 4,076.00
TOTAL			\$ 9,139.00

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 014
1/22/2021

Item No.	Payee	Invoice No.	General Fund
1	Daystar Exterior Cleaning January Cleaning	12422	\$ 1,250.00
2	Peace River Electric Cooperative 11510 Little River Way ; Service 12/18/2020 - 01/18/2021 Grand River Parkway ; Service 12/18/2020 - 01/18/2021 11539 Little River Way ; Service 12/18/2020 - 01/18/2021 8905 Grand River Parkway ; Service 12/18/2020 - 01/18/2021 Fieldstone CDD ; Service 12/18/2020 - 01/18/2021	Acct: 168751001 Acct: 168751003 Acct: 168751004 Acct: 168751005 Acct: 168751007	\$ 1,101.91 \$ 659.79 \$ 32.13 \$ 56.88 \$ 481.37
3	Southern Land Services of Southwest Florida Street Sweeping & SWPPP Maintenance	10121-40	\$ 450.00
4	Sunrise Landcare December Maintenance	72664	\$ 10,465.87
TOTAL			\$ 14,497.95

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions # 2019-195 – 2019-197

Fieldstone Community Development District

<u>Number</u>	<u>Fiscal Year</u>	<u>Date</u>	<u>Prepped</u>	<u>Vendor</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
S2019-195	2021	1/8/2021		Detweiler's Propane	\$ -	\$ -	\$ -	\$ -	\$ 6,806.74
S2019-196	2021	1/8/2021		Driggers Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ 9,700.00
S2019-197	2021	1/8/2021		Dynamic Bicycles	\$ -	\$ -	\$ -	\$ -	\$ 12,505.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions Morgan's Glen Project #
2019-59 – 2019-63

Fieldstone Community Development District

<u>Number</u>	<u>Fiscal Year</u>	<u>Date</u>	<u>Prepped</u>	<u>Vendor</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
S2019MG-059	2021	1/15/2021		Booth Design Group	\$ -	\$ -	\$ 1,000.50	\$ -	\$ -
S2019MG-060	2021	1/15/2021		Dewberry Engineers	\$ -	\$ -	\$ 1,635.00	\$ -	\$ -
S2019MG-061	2021	1/15/2021		Peace River Electric Cooperativ	\$ -	\$ -	\$ 129,939.96	\$ -	\$ -
S2019MG-062	2021	1/15/2021		Woodruff & Sons	\$ -	\$ -	\$ 347,032.24	\$ -	\$ -
S2019MG-063	2021	1/22/2021		Onsight	\$ -	\$ -	\$ 17,010.95	\$ -	\$ -

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Fieldstone CDD
Statement of Financial Position
As of 1/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$137,630.38				\$137,630.38
Assessments Receivable	135,444.35				135,444.35
Prepaid Expenses	337.94				337.94
Deposits	700.00				700.00
Assessments Receivable		\$520,420.19			520,420.19
Due From Other Funds		67,470.00			67,470.00
Debt Service Reserve (Series 2019)		166,061.20			166,061.20
Debt Service Reserve (Morgan's Glen)		91,060.27			91,060.27
Revenue (Series 2019)		297,266.74			297,266.74
Revenue (Morgan's Glen)		1,609.12			1,609.12
Interest A1 (Series 2019)		0.10			0.10
Interest A2 (Series 2019)		0.03			0.03
Interest A1 (Morgan's Glen)		0.06			0.06
Interest A2 (Morgan's Glen)		0.06			0.06
Prepayment A2 (Series 2019)		1,030,396.34			1,030,396.34
Prepayment A2 (Morgan's Glen)		346,774.55			346,774.55
Accounts Receivable - Due from Developer			\$1,251,269.36		1,251,269.36
Acquisition/Construction (Series 2019)			19,952.42		19,952.42
Acquisition/Construction (Morgan's Glen)			2,879,046.57		2,879,046.57
Restricted Acq/Constr (Morgan's Glen)			2.82		2.82
Total Current Assets	<u>\$274,112.67</u>	<u>\$2,521,058.66</u>	<u>\$4,150,271.17</u>	<u>\$0.00</u>	<u>\$6,945,442.50</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,933,168.47	\$1,933,168.47
Amount To Be Provided				21,471,831.53	21,471,831.53
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,405,000.00</u>	<u>\$23,405,000.00</u>
Total Assets	<u>\$274,112.67</u>	<u>\$2,521,058.66</u>	<u>\$4,150,271.17</u>	<u>\$23,405,000.00</u>	<u>\$30,350,442.50</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$147,578.89				\$147,578.89
Deferred Revenue	135,444.35				135,444.35
Deferred Revenue		\$520,420.19			520,420.19
Accounts Payable			\$1,288,312.52		1,288,312.52
Retainage Payable			666,725.32		666,725.32
Deferred Revenue			1,248,544.36		1,248,544.36
Total Current Liabilities	<u>\$283,023.24</u>	<u>\$520,420.19</u>	<u>\$3,203,582.20</u>	<u>\$0.00</u>	<u>\$4,007,025.63</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$23,405,000.00	\$23,405,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,405,000.00</u>	<u>\$23,405,000.00</u>
Total Liabilities	<u>\$283,023.24</u>	<u>\$520,420.19</u>	<u>\$3,203,582.20</u>	<u>\$23,405,000.00</u>	<u>\$27,412,025.63</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$207,466.74				\$207,466.74
Current Year Net Assets, Unrestricted	(159,164.09)				(159,164.09)
Net Assets - General Government	5,970.95				5,970.95
Current Year Net Assets - General Government	(63,184.17)				(63,184.17)
Net Assets, Unrestricted		\$676,334.67			676,334.67
Current Year Net Assets, Unrestricted		1,324,303.80			1,324,303.80
Net Assets, Unrestricted			\$4,446,290.88		4,446,290.88
Current Year Net Assets, Unrestricted			(3,499,601.91)		(3,499,601.91)
Total Net Assets	<u>(\$8,910.57)</u>	<u>\$2,000,638.47</u>	<u>\$946,688.97</u>	<u>\$0.00</u>	<u>\$2,938,416.87</u>
Total Liabilities and Net Assets	<u>\$274,112.67</u>	<u>\$2,521,058.66</u>	<u>\$4,150,271.17</u>	<u>\$23,405,000.00</u>	<u>\$30,350,442.50</u>

Fieldstone CDD
Statement of Activities
As of 1/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Revenues</u>					
On-Roll Assessments	\$63,935.28				\$63,935.28
Off-Roll Assessments	75,892.88				75,892.88
Developer Contributions	152.01				152.01
Inter-Fund Transfers In	(159,164.09)				(159,164.09)
On-Roll Assessments		\$245,659.67			245,659.67
Off-Roll Assessments		109,550.00			109,550.00
Other Assessments		1,776,447.00			1,776,447.00
Developer Contributions			\$376,509.12		376,509.12
Inter-Fund Transfers In			159,164.09		159,164.09
Total Revenues	(19,183.92)	\$2,131,656.67	\$535,673.21	\$0.00	\$2,648,145.96
<u>Expenses</u>					
Supervisor Fees	\$3,800.00				\$3,800.00
POL Insurance	2,421.00				2,421.00
Trustee Services	11,183.94				11,183.94
District Management	13,333.32				13,333.32
Engineering	20,201.25				20,201.25
Dissemination Agent	2,500.00				2,500.00
District Counsel	6,154.00				6,154.00
Assessment Administration	12,500.00				12,500.00
Audit	1,500.00				1,500.00
Postage & Shipping	168.76				168.76
Legal Advertising	617.76				617.76
Miscellaneous	782.89				782.89
Property Taxes	47.90				47.90
Web Site Maintenance	700.00				700.00
Dues, Licenses, and Fees	175.00				175.00
Electric	4,545.19				4,545.19
Clubhouse Electric	4,294.22				4,294.22
Water Reclaimed	3,642.46				3,642.46
Amenity - Cable TV / Internet	1,088.64				1,088.64
Amenity - Landscape Maintenance	13,696.00				13,696.00
Amenity - Irrigation Repairs	2,135.00				2,135.00
Amenity - Pool Maintenance	3,600.00				3,600.00
Amenity - Janitorial	1,319.23				1,319.23
Amenity - Pest Control	3,319.61				3,319.61
Amenity - Security	794.00				794.00

Fieldstone CDD
Statement of Activities
As of 1/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
Equipment Rental	6,811.00				6,811.00
General Insurance	2,960.00				2,960.00
Property & Casualty Insurance	14,272.00				14,272.00
Irrigation - Repair and Maintenance	128.01				128.01
Lake Maintenance	10,950.00				10,950.00
Landscaping Maintenance & Material	32,291.00				32,291.00
Landscape Improvements	11,025.00				11,025.00
Contingency	250.00				250.00
Equipment Repair & Maintenance	625.00				625.00
Cleaning	8,982.50				8,982.50
Lighting	366.38				366.38
Principal Payment - S19A2		\$195,000.00			195,000.00
Interest Payments - S19A1		253,938.75			253,938.75
Interest Payments - S19A2		89,746.25			89,746.25
Interest Payments - S19A1 Morgan's Glen		137,510.00			137,510.00
Interest Payments - S19A2 Morgan's Glen		131,170.00			131,170.00
Engineering			\$211,871.02		211,871.02
Contingency			3,823,466.60		3,823,466.60
Total Expenses	<u>\$203,181.06</u>	<u>\$807,365.00</u>	<u>\$4,035,337.62</u>	<u>\$0.00</u>	<u>\$5,045,883.68</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$16.72				\$16.72
Interest Income		\$12.13			12.13
Interest Income			\$62.50		62.50
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$16.72</u>	<u>\$12.13</u>	<u>\$62.50</u>	<u>\$0.00</u>	<u>\$91.35</u>
Change In Net Assets	(\$222,348.26)	\$1,324,303.80	(\$3,499,601.91)	\$0.00	(\$2,397,646.37)
Net Assets At Beginning Of Year	<u>\$213,437.69</u>	<u>\$676,334.67</u>	<u>\$4,446,290.88</u>	<u>\$0.00</u>	<u>\$5,336,063.24</u>
Net Assets At End Of Year	<u><u>(\$8,910.57)</u></u>	<u><u>\$2,000,638.47</u></u>	<u><u>\$946,688.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,938,416.87</u></u>

Fieldstone CDD
Budget to Actual
For the Month Ending 01/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 63,935.28	\$ 190,471.50	\$ (126,536.22)	\$ 571,414.50
Off-Roll Assessments	75,892.88	-	75,892.88	-
Developer Contributions	152.01	-	152.01	-
Net Revenues	\$ 139,980.17	\$ 190,471.50	\$ (50,491.33)	\$ 571,414.50
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,800.00	\$ 4,000.00	\$ (200.00)	\$ 12,000.00
POL Insurance	2,421.00	845.67	1,575.33	2,537.00
Trustee Services	11,183.94	2,000.00	9,183.94	6,000.00
District Management	13,333.32	13,333.33	(0.01)	40,000.00
Engineering	20,201.25	8,333.33	11,867.92	25,000.00
Dissemination Agent	2,500.00	3,333.33	(833.33)	10,000.00
District Counsel	6,154.00	8,333.33	(2,179.33)	25,000.00
Assessment Administration	12,500.00	4,166.67	8,333.33	12,500.00
Reamortization Schedules	-	83.33	(83.33)	250.00
Audit	1,500.00	2,000.00	(500.00)	6,000.00
Arbitrage Calculation	-	400.00	(400.00)	1,200.00
Postage & Shipping	168.76	33.33	135.43	100.00
Legal Advertising	617.76	1,666.67	(1,048.91)	5,000.00
Miscellaneous	782.89	1,666.67	(883.78)	5,000.00
Property Taxes	47.90	-	47.90	-
Web Site Maintenance	700.00	900.00	(200.00)	2,700.00
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00
Activities Director of Fun	-	6,666.67	(6,666.67)	20,000.00
Maintenance Staff	-	2,666.67	(2,666.67)	8,000.00
Mitigation	-	400.00	(400.00)	1,200.00
Stormwater - Repair and Maintenance	-	3,333.33	(3,333.33)	10,000.00
Total General & Administration Expenses	\$ 76,085.82	\$ 64,220.66	\$ 11,865.16	\$ 192,662.00
<u>Brightwood Pavilion - Amenity</u>				
Clubhouse Electric	\$ 4,294.22	\$ 2,000.00	\$ 2,294.22	\$ 6,000.00
Clubhouse Water	-	120.00	(120.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	1,088.64	2,200.00	(1,111.36)	6,600.00
Amenity - Landscape Maintenance	13,696.00	3,333.33	10,362.67	10,000.00
Amenity - Irrigation Repairs	2,135.00	-	2,135.00	-
Amenity - Pool Maintenance	3,600.00	3,600.00	-	10,800.00
Amenity - Exterior Cleaning	1,319.23	2,280.00	(960.77)	6,840.00
Amenity - Interior Cleaning	-	1,600.00	(1,600.00)	4,800.00
Amenity - Pest Control	3,319.61	-	3,319.61	-
Amenity - Fitness Equipment Leasing	-	2,780.00	(2,780.00)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	794.00	3,176.00	(2,382.00)	9,528.00
Total Brightwood Pavilion - Amenity Expenses	\$ 30,246.70	\$ 21,089.33	\$ 9,157.37	\$ 63,268.00

Fieldstone CDD
 Budget to Actual
 For the Month Ending 01/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Riverfield Verandah - Amenity</u>				
Clubhouse Electric	\$ -	\$ 1,250.00	\$ (1,250.00)	\$ 3,750.00
Clubhouse Water	-	90.00	(90.00)	270.00
Amenity - Cable TV / Internet / Wi-Fi	-	1,000.00	(1,000.00)	3,000.00
Amenity - Landscape Maintenance	-	1,500.00	(1,500.00)	4,500.00
Amenity - Pool Maintenance	-	2,160.00	(2,160.00)	6,480.00
Amenity - Exterior Cleaning	-	1,500.00	(1,500.00)	4,500.00
Amenity - Interior Cleaning	-	1,185.00	(1,185.00)	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	1,786.50	(1,786.50)	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ -	\$ 10,471.50	\$ (10,471.50)	\$ 31,414.50
<u>Field Expenses</u>				
Electric	\$ 4,545.19	\$ 4,000.00	\$ 545.19	\$ 12,000.00
Equipment Rental	6,811.00	3,333.33	3,477.67	10,000.00
General Insurance	2,960.00	939.67	2,020.33	2,819.00
Property & Casualty Insurance	14,272.00	2,417.00	11,855.00	7,251.00
Water Reclaimed	3,642.46	5,000.00	(1,357.54)	15,000.00
Irrigation - Repair and Maintenance	128.01	1,666.67	(1,538.66)	5,000.00
Lake Maintenance	10,950.00	8,333.33	2,616.67	25,000.00
Landscaping Maintenance & Material	32,291.00	50,000.00	(17,709.00)	150,000.00
Landscape Improvements	11,025.00	3,333.33	7,691.67	10,000.00
Contingency	250.00	-	250.00	-
Equipment Repair & Maintenance	625.00	1,666.67	(1,041.67)	5,000.00
Street Sweeping	8,982.50	1,666.67	7,315.83	5,000.00
Lighting	366.38	666.67	(300.29)	2,000.00
Streetlights - Leasing	-	11,666.67	(11,666.67)	35,000.00
Total Field Expenses	\$ 96,848.54	\$ 94,690.01	\$ 2,158.53	\$ 284,070.00
Total Expenses	\$ 203,181.06	\$ 190,471.50	\$ 12,709.56	\$ 571,414.50
Income (Loss) from Operations	\$ (63,200.89)	\$ -	\$ (63,200.89)	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 16.72	\$ -	\$ 16.72	\$ -
Total Other Income (Expense)	\$ 16.72	\$ -	\$ 16.72	\$ -
Net Income (Loss)	\$ (63,184.17)	\$ -	\$ (63,184.17)	\$ -