

# Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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

[www.fieldstonecdd.com](http://www.fieldstonecdd.com)

---

The meeting of the Board of Supervisors for the **Fieldstone Community Development District** will be held **Wednesday, January 13, 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**

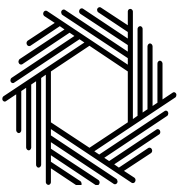
- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **General Business Matters**

1. Consideration of the Minutes of the December 9, 2020 Board of Supervisors' Meeting
2. Consideration of Resolution 2021-04, Updating Registered Agent
3. Consideration of Draft Merger Agreement
4. Consideration of Resolution 2021-05, Setting Public Hearing on Merger and Other Matters
5. Ratification of the Ardurra Contract for Professional Environmental Consulting Services
6. Ratification of the Waterscapes Pool & Spas Proposal
7. Consideration of the Windward Building Group, Inc. North River Ranch Riverfield Westside Entry Hardscape
8. Consideration of the Windward Building Group, Inc. North River Ranch Riverfield Southside Entry Hardscape
9. Ratification of Change Order No.1
10. Ratification of Funding Requests # 2021-05 – 2021-10
11. Ratification of Payment Authorizations # 06- 10
12. Ratification of Requisitions # 2019-192 – 2019-194
13. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel



**pfm**

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

**Adjournment**



**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the December  
9, 2020 Board of Supervisors' Meeting

**MINUTES OF MEETING**

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS MEETING**

**Wednesday, December 9, 2020 at 1:30 PM**

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

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

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

Also Present:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC.	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Tom Panaseney	Neal Communities	(via phone)
Jim Schier	Neal Communities	
Misty Taylor	Bryant Miller Olive	
Mark Roscoe	Neal Communities	(via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Carvalho call the meeting to order at 2:08 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.

**Administer Oath of Office**

Ms. Carvalho administered the oath of office to Ms. Heim, Ms. Foster and Mr. Williams. Ms. Carvalho asked Ms. Heim, Ms. Foster and Mr. Williams if they would like to receive or waive compensation. They chose to receive compensation

**SECOND ORDER OF BUSINESS**

**General Business Matters**

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

The Board reviewed the Minutes of the November 11, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved the Minutes of the November 11, 2020 Board of Supervisors' Meeting.

**Consideration of the Minutes of  
the November 11, 2020  
Landowners' Election Committee**

The Board reviewed the Minutes of the November 11, 2020 Landowners' Election Committee.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved the Minutes of the November 11, 2020 Landowners' Election Committee.

**Canvassing and Certifying the  
Results of the Landowners'  
Election**

The results of the Landowners' Election are as follows;

1. Ms. Heim received 400 votes for Seat 3
2. Ms. Foster received 400 votes for Seat 4
3. Mr. Williams received 200 votes for Seat 5

Therefore, Ms. Heim and Ms. Foster will each serve a 4-year term and Mr. Williams will serve a 2-year term.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Canvassing and Certifying the Results of the Landowners' Election Meeting.

**Consideration of Resolution 2021-02, Election of Officers Position**

The slate of officers is as follows; Mr. Williams as Chairman, Ms. Foster as Vice-Chairman, and the remaining Board as Assistant Secretaries.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Resolution 2021-02, Election of Officers Position.

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

The Board reviewed the Revised Adopted Budget for Fiscal Year 2020.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Resolution 2021-03, Ratification of Revised Adopted Budget for Fiscal Year 2020

**Ratification of FIT2Run Proposals for North River Ranch Bikes**

The Board reviewed the Ratification of FIT2RUN Proposal for North River Ranch Bikes.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified the FIT2RUN Proposal for North River Ranch Bikes.

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

The Board reviewed the Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Cabana Finishes.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified the Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Cabana Finishes.

**Consideration of Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Amenity Hardscape Parrish**

The Board reviewed the Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Amenity Hardscape Parrish.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved the Windward Building Group, Inc Agreement, North River Ranch Riverfield Verandah Amenity Hardscape Parrish

**Consideration of Change Order #9, Woodruff & Sons, Inc.**

Mr. Engle Reviewed Change Order #9 with the District's contract with Woodruff & Sons for the repair of the above ground release valve.

This change order represents an increase to their contract in the amount of \$624.50.

On MOTION by Mr. Williams, seconded by Mr. Heim, with all in favor, the Board approved Change Order #9, Woodruff & Sons in the increased amount of \$624.50.

**Review & Consideration of Change  
Order #24, Final Reconciliation,  
RIPS & Associates, LLC**

Mr. Engle Reviewed Change Order #24 with the District's contract with RIPA & Associates for the final reconciliation.

This change order represents deduct in the amount of \$62,233.50

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Change Order #24 with the District's contract with RIPA & Associates in a deduct amount of \$62,233.50.

**Review & Consideration of Change  
Order #7, Woodruff & Sons, Inc**

Mr. Engle Reviewed Change Order #7 with the District's contract with Woodruff & Sons for several miscellaneous items.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved Change Order #7 in the increased amount of \$52,697.01.

**Review & Consideration of Change  
Order #6, RIPA & Associates**

Mr. Engle reviewed Change Order #6 with the District's contract with RIPA & Associates.

This change order represents an increase to this Contract in the amount of \$9,317.32.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board approved Change Order #6 with the District's contract with RIPA & Associates for an increased amount of \$9,317.32.



**Consideration of North River  
Ranch Phase 1C and Phase 1D-  
Recommendation of Award**

The District received two Bids and John Hall was the lowest based bid with an amount of \$7,291,514.51. The District will be seeking a Developer Funding Agreement.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the recommendation of award to John Hall subject to the execution of the Developer Funding Agreement.

**Ratification of Funding Requests  
2021-01– 2020-04**

The Board reviewed Funding Requests 2021-01– 2021-04.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board ratified Funding Requests 2021-01 – 2021-04.

**Ratification of Payment  
Authorizations #01-05**

The Board reviewed the Payment Authorizations #01-05.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Payment Authorizations #01-05.

**Ratification of Requisition 2019-  
188 – 2019-191**

The Board reviewed the requisition 2019-188 – 2019-191.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Requisition 2019-188 – 2019-191.

**Ratification of Requisitions  
Morgan's Glen Project 2019-44 –  
2019-58**

The Board reviewed the requisitions for Morgan's Glen Project 2019-44 – 2019-58.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Requisitions Morgan's Glen Project 2019-44– 2019-58.

**Review of District Financial  
Statements**

The Board reviewed the Financial Statements through November 11, 2020.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board accepted the District Financial Statements through November 11, 2020.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** No Report

**District Engineer –** No Report

**District Manager –**

Ms. Carvalho noted she's discussed with Mr. Panaseny, Mr. Roscoe, and Ms. Snow about the Amenity Center and booking the clubhouse. The District is not ready to have a full-time employee on site. Per the Rules of Procedure there is a request the District needs to have someone on site if someone wants to rent the Clubhouse. Ms. Carvalho requested the Board waive the full-time staff member on site.

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board acknowledged waiving the requirement for an CDD employee be on site during event and to rent out the space during this period of getting an onsite Amenity Company in place.

**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. Williams, seconded by Ms. Foster, with all in favor, the December 9, 2020 Meeting of the Board of Supervisor's for the Fieldstone Community Development District was adjourned at 2:29 p.m.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-04, Updating  
Registered Agent

**RESOLUTION 2021-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR 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 Manatee County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Vivian Carvalho is hereby designated as the Registered Agent for the Fieldstone Community Development District.

**SECTION 2.** The District's Registered Office shall be located at 12051 Corporate Blvd. Orlando, FL 32817

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Manatee County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of January, 2021.

ATTEST:

**FIELDSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Draft Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN  
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND NORTH RIVER  
RANCH IMPROVEMENT STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

**Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (hereinafter “CDD,”); and

**North River Ranch Improvement Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2020-191, *Laws of Florida Statutes*, and located in Manatee County, Florida (hereinafter “ISD” and together with the CDD, the “Districts”).

**Recitals**

**WHEREAS**, the CDD was established as of April 2, 2015, by Ordinance No. 15-16 adopted by the Board of County Commissioners of Manatee County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the ISD was established as of June 9, 2020, by Chapter 191, Laws of Florida, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the CDD is currently located within that portion of the boundaries of the recently established ISD located within Manatee, Florida; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

**WHEREAS**, Chapter 2020-194(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the ISD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

**WHEREAS**, because the CDD is located within the boundaries of the ISD, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among

other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

**WHEREAS**, on \_\_\_\_\_, and \_\_\_\_\_, the Board of Supervisors (the "Board(s)") of the CDD and ISD adopted Resolutions \_\_\_\_\_ and \_\_\_\_\_, respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the "Merger Approval Resolutions"); and

**WHEREAS**, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, the CDD and ISD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida*.

**2. The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with ISD a written request ("Merger Request") requesting that the CDD merge into the ISD that would effectuate the Merger of the CDD into and with the ISD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Manatee County. The Merger shall become effective upon dissolution of the CDD by Manatee County (the "Merger Effective Date"). On the Merger Effective Date, the CDD shall be merged into and with the ISD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the ISD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*.

**3. Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.



4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida* District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Boundaries.** Upon the Merger, the surviving District shall be the ISD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of ISD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the “CDD Assets”) to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the “CDD Assessments”) shall be payable when due to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the ISD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Fieldstone Community Development District (Manatee County, Florida), Capital Improvement Revenue Bonds, Series 2019A-1 and Series 2019A-2 (the “Series 2019 Bonds”) issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the ISD.

10. **Contracts.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The ISD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the ISD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

**11. Other Interlocal Agreements.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Manatee County (“Other Interlocal Agreements”). The ISD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the ISD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

**12. Debts & Liabilities.** Effective as of the Merger Effective Date, the ISD shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the ISD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the ISD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

**13. Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The ISD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

**14. Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the ISD to conduct, approve, and submit to appropriate authorities a final audit of the CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, ISD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

**15. Accounts.** Effective as of the Merger Effective Date, the CDD authorizes ISD to assume control of all bank accounts held in the name of the CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into ISD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to ISD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts such control over the Bank Accounts.

**16. Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to ISD the authority to consolidate the CDD's budget with the ISD budget for the then-current fiscal year, and ISD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to ISD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, ISD agrees to amend the ISD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

**17. Rules and Policies.** At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by ISD shall remain in place upon the Merger unless and until ISD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

**18. Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, ISD shall be additionally vested with any and all of the general and special powers of the CDD.

**19. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**20. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

**21. Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and ISD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

**22. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**23. Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

**24. Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**25. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**26. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

**28. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**29. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**31. Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and ISD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Manatee County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

**FIELDSTONE COMMUNITY  
DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

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

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

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

By: \_\_\_\_\_  
Its Assistant Treasurer

**STATE OF FLORIDA        )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Board of Supervisors of the Fieldstone Community Development District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

**NORTH RIVER RANCH  
IMPROVEMENT STEWARDSHIP  
DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

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

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

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

By: \_\_\_\_\_  
Its Assistant Secretary

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Board of Supervisors of the North River Ranch Improvement Stewardship District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned as District Manager of Fieldstone Community Development District accepts the authority delegated by this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

**PFM GROUP CONSULTING, LLC**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Director

Witness:

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

Witness:

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

**STATE OF FLORIDA**     )  
**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as District Manager of Fieldstone Community Development District.

[Notary Seal]

\_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:**   ISD Boundaries as of Merger Effective Date

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

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



## RESOLUTION 2021-05

**A RESOLUTION OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A MERGER AGREEMENT BETWEEN THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Fieldstone Community Development District (“Fieldstone CDD”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Manatee County, Florida (“County”) pursuant to Ordinance No. 15-16 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

**WHEREAS**, North River Ranch Improvement Stewardship District (“NRR ISD”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2020-191, Laws of Florida (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

**WHEREAS**, the Board of Supervisors of Fieldstone CDD has determined that a merger with the NRR ISD (together the “Districts”) is in the best interests of the Districts because, among other reasons, the Merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

**WHEREAS**, pursuant to Section 190.046, Florida Statutes, and the Act, an agreement has been prepared in the form attached hereto as **Exhibit A** (“Merger Agreement”), which Agreement sets forth the terms for effecting the Merger including, among other things, making provision for the filing of the merger request, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

**WHEREAS**, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act. . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

**WHEREAS**, Section (6)(27) of the Act also authorizes the merger of a community development district with NNR ISD as follows, with emphasis added:

The district may merger with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any merger shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Manatee County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

**WHEREAS**, the Board desires to set forth its intent that the Merger result in the abolishment of Fieldstone CDD; and

**WHEREAS**, the Merger Agreement provides that, as the surviving district, NNR ISD will assume all indebtedness of, and receive title to, all property owned by Fieldstone CDD; and

**WHEREAS**, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

**WHEREAS**, the Merger Agreement provides that the Merger will not adversely affect the rights of creditors of either of the Districts or other parties with whom either of the Districts has entered into a contractual relationship; and

**WHEREAS**, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

**WHEREAS**, in order to seek the Merger pursuant to Chapter 190, Florida Statutes, and the Act, the Fieldstone CDD must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by the Fieldstone CDD staff may require the expenditure of certain fees, costs, and other expenses as authorized by the Fieldstone CDD Board of Supervisors; and

**WHEREAS**, Fieldstone CDD desires to approve the Merger Agreement and hereby authorize Fieldstone CDD staff to effect the Merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2020-191, Laws of Florida, which processes include the preparation of a written request to NNR ISD, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

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

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.

3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the preparation and filing of a request and related materials with the North River Ranch Improvement Stewardship District to seek the merger of Fieldstone CDD and NNR ISD consistent with the terms of the Merger Agreement, Chapter 190, Florida Statutes, and Chapter 2020-191, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2020-191, Laws of Florida, for the Merger.

4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on \_\_\_\_\_, 2021 at \_\_\_\_\_ .m. at \_\_\_\_\_ . Notice shall be published in accordance with the provisions of Chapter 2020-191(6)(27), Laws of Florida.

5. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the Merger shall be upon dissolution of the Fieldstone CDD by Manatee County.

6. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

ADOPTED THIS 13<sup>th</sup> DAY OF JANUARY, 2021

ATTEST:

**FIELDSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Proposed Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN  
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND NORTH RIVER  
RANCH IMPROVEMENT STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

**Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (hereinafter “CDD,”); and

**North River Ranch Improvement Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2020-191, *Laws of Florida Statutes*, and located in Manatee County, Florida (hereinafter “ISD” and together with the CDD, the “Districts”).

**Recitals**

**WHEREAS**, the CDD was established as of April 2, 2015, by Ordinance No. 15-16 adopted by the Board of County Commissioners of Manatee County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the ISD was established as of June 9, 2020, by Chapter 191, Laws of Florida, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the CDD is currently located within that portion of the boundaries of the recently established ISD located within Manatee, Florida; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

**WHEREAS**, Chapter 2020-194(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the ISD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

**WHEREAS**, because the CDD is located within the boundaries of the ISD, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among

other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

**WHEREAS**, on \_\_\_\_\_, and \_\_\_\_\_, the Board of Supervisors (the "Board(s)") of the CDD and ISD adopted Resolutions \_\_\_\_\_ and \_\_\_\_\_, respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the "Merger Approval Resolutions"); and

**WHEREAS**, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, the CDD and ISD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida*.

**2. The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with ISD a written request ("Merger Request") requesting that the CDD merge into the ISD that would effectuate the Merger of the CDD into and with the ISD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Manatee County. The Merger shall become effective upon dissolution of the CDD by Manatee County (the "Merger Effective Date"). On the Merger Effective Date, the CDD shall be merged into and with the ISD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the ISD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*.

**3. Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida* District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Boundaries.** Upon the Merger, the surviving District shall be the ISD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of ISD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the “CDD Assets”) to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the “CDD Assessments”) shall be payable when due to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the ISD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Fieldstone Community Development District (Manatee County, Florida), Capital Improvement Revenue Bonds, Series 2019A-1 and Series 2019A-2 (the “Series 2019 Bonds”) issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the ISD.

10. **Contracts.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The ISD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the ISD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

**11. Other Interlocal Agreements.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Manatee County (“Other Interlocal Agreements”). The ISD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the ISD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

**12. Debts & Liabilities.** Effective as of the Merger Effective Date, the ISD shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the ISD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the ISD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

**13. Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The ISD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

**14. Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the ISD to conduct, approve, and submit to appropriate authorities a final audit of the CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, ISD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

**15. Accounts.** Effective as of the Merger Effective Date, the CDD authorizes ISD to assume control of all bank accounts held in the name of the CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into ISD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to ISD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts such control over the Bank Accounts.



**16. Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to ISD the authority to consolidate the CDD's budget with the ISD budget for the then-current fiscal year, and ISD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to ISD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, ISD agrees to amend the ISD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

**17. Rules and Policies.** At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by ISD shall remain in place upon the Merger unless and until ISD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

**18. Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, ISD shall be additionally vested with any and all of the general and special powers of the CDD.

**19. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**20. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

**21. Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and ISD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

**22. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**23. Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

**24. Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**25. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**26. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

**28. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**29. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**31. Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and ISD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Manatee County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

**FIELDSTONE COMMUNITY  
DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

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

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

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

By: \_\_\_\_\_  
Its Assistant Treasurer

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Board of Supervisors of the Fieldstone Community Development District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

**NORTH RIVER RANCH  
IMPROVEMENT STEWARDSHIP  
DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

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

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

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

By: \_\_\_\_\_  
Its Assistant Secretary

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Board of Supervisors of the North River Ranch Improvement Stewardship District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned as District Manager of Fieldstone Community Development District accepts the authority delegated by this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

**PFM GROUP CONSULTING, LLC**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Director

Witness:

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

Witness:

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

**STATE OF FLORIDA**        )  
**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as District Manager of Fieldstone Community Development District.

[Notary Seal]

\_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:**    ISD Boundaries as of Merger Effective Date

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Ardurra Contract for  
Professional Environmental Consulting  
Services



December 17, 2020

Mr. Pete Williams  
Fieldstone Community Development District  
5800 Lakewood Ranch Blvd N  
Sarasota, FL 34240

**RE: Proposal of Services and Fees  
Professional Environmental Consulting Services  
Morgan's Glen - Addendum**

Dear Mr. Williams,

Ardurra Group, Inc. (Ardurra) is pleased to present the following addendum for professional environmental consulting services associated with the above referenced project.

**Scope of Work**

Ardurra has provided additional professional environmental consulting services in support of permitting the above referenced project. Additional services included additional information requests from the Army Corps of Engineers and Final Site Plan permitting for several phases for Manatee County.

**Costs**

The lump sum fee for the above additional listed service total **\$5,000.00**.

**Duration of Contract**

The cost estimates provided in this proposal may be relied upon for up to sixty (60) days beyond the date of this proposal. Once accepted, the terms of this agreement shall remain in effect for a one (1) year period.

**Termination**


Termination of this agreement shall be effective with 30 days prior written notice by either party or immediately by mutual agreement by both parties. However, termination shall not be effective until all fees due are paid.

**Compensation**

Invoices will be submitted to the client monthly as tasks are completed. Submitted invoices are payable upon receipt. Unpaid balances over thirty (30) days will be assessed a 1.5% nominal monthly finance charge, compounded monthly until payment is made in full. Ardurra reserves the right to stop work on any project that remains unpaid over 30 days. If collection efforts are required, client agrees to pay reasonable attorney's fees and court costs.



If you agree with the above scope of work and associated costs, please indicate by signing below and returning one copy for our files. If we can provide additional clarification or information, please do not hesitate to contact me at our Palmetto office.

Signature:  Date: 12/17/2020  
Name: Pete Williams Title: Chair  
Company: Fieldstone C, D.D. Phone: 407-723-5900

Invoicing Address: 12051 CORPORATE BLVD ORLANDO, FL 32817  
(street) (city) (state) (zip code)

Sincerely,



Joel D. Christian  
Senior Scientist



**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Waterscapes Pools & Spas  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and \_\_\_\_\_ Waterscopes Pool & Spas (hereinafter, the "Contractor").

**WITNESSETH**

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

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

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

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

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

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.

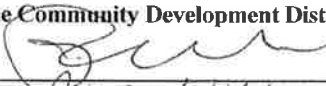
**IN WITNESS WHEREOF**, this Addendum is hereby executed as of the date first above set forth.

**Contractor:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**District:**

**Fieldstone Community Development District**

\_\_\_\_\_  
By:   
Name: Peter Williams  
Chairperson/Vice Chairperson of the Board of Supervisors

**EXHIBIT "A"**

**TERMS AND CONDITIONS TO CDD ADDENDUM**

**SECTION 1. WORK**

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

**SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

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

**SECTION 3. AUDIT**

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

**SECTION 4. PAYMENTS**

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

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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

## **SECTION 8. PROTECTION OF WORK**

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

## **SECTION 9. COMPLIANCE WITH LAWS**

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

## **SECTION 10. PERMITS AND LICENSES**

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

## **SECTION 11. TERMINATION**

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

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

## **SECTION 12. ATTORNEY'S FEE'S**

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_\_





11/11/2020

Neal Land & Neighborhoods  
Mark Roscoe

Re: Verandah (AKA Morgan's Glen) **Pool is designed to serve 430 TOTAL dwelling units**

Please accept this proposal for cost estimates for the community pool.

Included specifications: (see final engineered plans)

1. Pool will be constructed per provided plans by Kimes Engineering.
2. All required permits; exclusive the Operating Permit Fees.
3. Swimming pool (Linear shaped pool):
  - a. Depths will be from 3' to 5'. (9" at sunshelves)
  - b. Surface area: 2,498 SF, Perimeter: 293LF, Gallons: 65, 696
  - c. (2) lap lanes with targets
  - d. Water features: TBD
  - e. Sunshelves per plan
  - f. ADA pool lift per plan
4. Pool will be gunite walls and floors, with flush beams.
5. Equipment: self-contained equipment vaults; manufacturer AquaWorx. (white vaults)
6. Standard 6x6 water line tile and code required 2x6 step tile.
7. L.1 pebble finish on pool and spa interior (standard colors).
8. One month of start-up and testing of chemicals.
9. Pool maintenance for one month; or until the FDOH has approved the pool.\*
  - a. If this is delayed beyond one month; additional service charges will be applied.
10. Safety signage and equipment. (final marketing signs not included)
11. Bull-nose coping (Based on Tremron white base coping)
12. Pool heating: None

**Total cost as specified: \$246,322.**

**\*Water features will add to the total.**

**Additional details on page 2.**

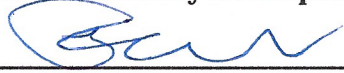
**Items that are NOT part of this proposal; but are required and provided by others:**

1. Water feature design and cost.
2. Bathrooms, signs or other structures.
3. Deck shower fixtures or deck hose bibs.
4. Paver deck, deck prep/grade/compaction, material or installation (unless selected as an option).
5. Final grade, irrigation, landscaping, sod or pool equipment gravel.
6. Perimeter fence.
7. Electric service to pool panels or main distribution panel at pool equipment.
8. Geothermal electric supply at units, as well as remote well pump.
9. Electric for construction and de-watering prior to shell completion.
10. Potable water "Make up" water supply at pool equipment area.
11. Clean potable water needed for construction and filling of the pool and spa.
12. Waste water disposal system; pipe to on-site retention or sewer, per municipality.
13. Pool construction debris will be placed near and inside the dumpster for removal by GC.

**Thank you for the opportunity, if you have any questions concerning this proposal; please call at 941-713-8016**

John Collier

**ACCEPTED BY:**  
**Fieldstone Community Development District**

By 

Title Chair

Date 12/11/2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contractor:**

**District:**

\_\_\_\_\_

**Fieldstone Community Development District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Chairperson/Vice Chairperson of the Board of Supervisors

**EXHIBIT "A"**

**TERMS AND CONDITIONS TO CDD ADDENDUM**

**SECTION 1. WORK**

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

**SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

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

**SECTION 3. AUDIT**

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

**SECTION 4. PAYMENTS**

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

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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

## **SECTION 8. PROTECTION OF WORK**

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

## **SECTION 9. COMPLIANCE WITH LAWS**

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

## **SECTION 10. PERMITS AND LICENSES**

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

## **SECTION 11. TERMINATION**

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



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

## **SECTION 12. ATTORNEY'S FEE'S**

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_\_

 **AIA** Document A101® – 2017

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

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

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

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

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

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

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

North River Ranch Riverfield Westside Entry Hardscape  
Parrish, Florida

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

Booth Design Group  
146 Second Street North, Suite 310  
St. Petersburg, Florida 33701

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

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

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

The Owner and Contractor agree as follows.

Init.

**TABLE OF ARTICLES**

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

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

**§ 3.3 Substantial Completion**

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

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

Not later than ( 60 ) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
Not Applicable	

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

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Six Thousand Nine Hundred Fifty One and 00/100 (\$ 106,951.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
Not Applicable	

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

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

Item	Price	Conditions for Acceptance
Not Applicable		

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

Item	Price
Not Applicable	

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

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

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

Not Applicable

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

Not Applicable

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

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

Init.

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

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

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

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

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

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

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

#### § 5.1.7 Retainage

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

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

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

## **§ 5.2 Final Payment**

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

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

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

## **§ 5.3 Interest**

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

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

%

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

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

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



**§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

§ 8.2 The Owner’s representative:

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

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

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

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

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

**§ 8.5 Insurance and Bonds**

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

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

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

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

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

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

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

Init.

**.5 Drawings**

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

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

**.6 Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

Not Applicable

**.7 Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

Not Applicable

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

**.8 Other Exhibits:**

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

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

Not Applicable

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

Not Applicable

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

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

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.



EXHIBIT A

650 2<sup>ND</sup> AVENUE SOUTH  
ST. PETERSBURG, FL 33701

TEL/FAX -- (727) 314-8220

WEB- [WWW.WINDWARDBUILDING.COM](http://WWW.WINDWARDBUILDING.COM)

September 28, 2020

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

RE: North River Ranch Riverfield Westside Entry Hardscape Proposal

Dear Mark,

Thank you for the opportunity to provide you with a proposal for the Hardscape Work at the above mentioned location. We propose to do this work for the Sum of One Hundred Six Thousand Nine Hundred Fifty One and No/100 Dollars (**\$106,951.00**). The scope of work is as follows:

**Riverfield- Westside**

Line	Qty	Unit	Tot Cost	Item	Description
1.	1	LS	\$ 6,976	General Conditions	Supervision, travel, phone, clean up, grading, dumpster, misc tools
2.	1	EA	\$ 1,410	Sign Monument	Stone cladding only
3.	3	EA	\$19,215	Columns	Foundations, concrete cell fill, cmu, cast stone, stone, siding, paint, carpentry, & roofing.
4.	72	LF	\$16,767	Aluminum Fencing	6' high, black powder coated, commercial grade aluminum fencing
5.	2	EA	In Fence	Drive Gates	6' high, black powder coated, flat top double aluminum drive gates
6.	2	EA	In Fence	Walk Gates	6' high x 4' wide, black powder coated aluminum walk gates
7.	1	LS	\$22,470	Virtual Surveillance	Envera virtual surveillance system per quote provide to Neal Land
8.	1	LS	\$31,045	Access Controls	(4) gate operators, (1) call box, (1) radio receiver, photo eyes, surge protection, low voltage wiring, loops, & (300) transmitters
9.	1	LS	\$ 9,068	Electrical	100 Amp Electrical service, power to sign monument & gate system

**Inclusions**

1. Builders Risk Insurance
2. Supervision
3. Daily Clean Up
4. Dumpsters
5. Temporary Toilet
6. Final Clean Up
7. Electrical Service Lateral up to 100' from Service Location to Transformer/Hand Hole for Village Entries
8. (1) Mobilization figured for all work listed above

**Exclusions**

1. Plan Review, Impact Fees, and Permit Fees
2. Payment & Performance Bonds
3. Clearing, Fill, or Grading prior to installing the scope of work listed above
4. Staking (location and grade reference)
5. Compaction Testing & Material Testing
6. Road Sleeves to be installed and located
7. Site Work
8. Erosion Control
9. Landscaping/Irrigation
10. Sidewalks

**Proposal (Continued): North River Ranch Riverfield Westside Entry Hardscape  
September 28, 2020**

- 11. Dewatering or soil stabilization
- 12. Electrical drawings for permitting
- 13. Sign Monument Structures
- 14. Sign Column at Main Entry
- 15. Landscape Boulders
- 16. Uplighting

Our proposal is based off “North River Ranch Neighborhood Signage and Roadway” drawings prepared by BDG Booth Design Group.

<u>Sheet</u>	<u>Drawings</u>	<u>Date</u>
Cover	Cover	07-15-20
LC-1.00	Landscape Specifications and Schedules	07-15-20
LSK1.00	Landscape Site key	07-15-20
L1.00	Site Development Plan	07-15-20
L1.01	Site Development Plan	07-15-20
LD-1	Hardscape Details	07-15-20
LD-1.1	Hardscape Details	07-15-20
LD-2	Landscape Details	07-15-20
LD-3	Landscape Specifications	07-15-20
LD-4	Irrigation Specifications	07-15-20

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

Sincerely,  
Windward Building Group



Trevor K. Sas, President

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

**WITNESSETH**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Contractor:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**District:**

**Fieldstone Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson/Vice Chairperson of the Board of Supervisors

**EXHIBIT "A"**

**TERMS AND CONDITIONS TO CDD ADDENDUM**

**SECTION 1. WORK**

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

**SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

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

**SECTION 3. AUDIT**

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

**SECTION 4. PAYMENTS**

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

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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

## **SECTION 8. PROTECTION OF WORK**

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

## **SECTION 9. COMPLIANCE WITH LAWS**

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

## **SECTION 10. PERMITS AND LICENSES**

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

## **SECTION 11. TERMINATION**

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

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

## **SECTION 12. ATTORNEY'S FEE'S**

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_\_

 **AIA** Document A101® – 2017

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

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

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

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

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

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

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

North River Ranch Riverfield Southside Entry Hardscape  
Parrish, Florida

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

Booth Design Group  
146 Second Street North, Suite 310  
St. Petersburg, Florida 33701

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

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

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

The Owner and Contractor agree as follows.

Init.

**TABLE OF ARTICLES**

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

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

The date of this Agreement.

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

Established as follows:

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

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

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



**§ 3.3 Substantial Completion**

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

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

Not later than ( 60 ) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
Not Applicable	

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

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Three Thousand Eight Hundred Ten and 00/100 (\$ 103,810.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
Not Applicable	

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not Applicable		

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

Item	Price
Not Applicable	

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

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

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

Not Applicable

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

Not Applicable

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

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

Init.

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

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

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

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

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

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

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

#### § 5.1.7 Retainage

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

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

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

## § 5.2 Final Payment

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

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

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

## § 5.3 Interest

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

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

**§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner’s representative:

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

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

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

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

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

**§ 8.5 Insurance and Bonds**

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

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

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

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

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

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

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

Init.

**.5 Drawings**

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

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

**.6 Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

Not Applicable

**.7 Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

Not Applicable

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

**.8 Other Exhibits:**

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

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

Not Applicable

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

Not Applicable

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

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

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was created on 10/16/2020 14:28:19 under the terms of AIA Documents on Demand® Order No. 2010616046 is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org)





EXHIBIT A

650 2<sup>ND</sup> AVENUE SOUTH  
ST. PETERSBURG, FL 33701

TEL/FAX – (727) 314-8220

WEB- [WWW.WINDWARDBUILDING.COM](http://WWW.WINDWARDBUILDING.COM)

September 28, 2020

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

RE: North River Ranch Riverfield Southside Entry Hardscape Proposal

Dear Mark,

Thank you for the opportunity to provide you with a proposal for the Hardscape Work at the above mentioned location. We propose to do this work for the Sum of One Hundred Three Thousand Eight Hundred Ten and No/100 Dollars (**\$103,810.00**). The scope of work is as follows:

**Riverfield- Southside**

Line	Qty	Unit	Tot Cost	Item	Description
1.	1	LS	\$ 6,768	General Conditions	Supervision, travel, phone, clean up, grading, dumpster, misc tools
2.	1	EA	\$ 1,410	Sign Monument	Stone cladding only
3.	3	EA	\$19,215	Columns	Foundations, concrete cell fill, cmu, cast stone, stone, siding, paint, carpentry, & roofing.
4.	83	LF	\$17,361	Aluminum Fencing	6' high, black powder coated, commercial grade aluminum fencing
5.	2	EA	In Fence	Drive Gates	6' high, black powder coated, flat top double aluminum drive gates
6.	2	EA	In Fence	Walk Gates	6' high x 4' wide, black powder coated aluminum walk gates
7.	1	LS	\$22,470	Virtual Surveillance	Envera virtual surveillance system per quote provide to Neal Land
8.	1	LS	\$27,411	Access Controls	(4) gate operators, (1) call box, (1) radio receiver, photo eyes, surge protection, low voltage wiring, loops, & (122) transmitters
9.	1	LS	\$ 9,175	Electrical	100 Amp Electrical service, power to sign monument & gate system

**Inclusions**

1. Builders Risk Insurance
2. Supervision
3. Daily Clean Up
4. Dumpsters
5. Temporary Toilet
6. Final Clean Up
7. Electrical Service Lateral up to 100' from Service Location to Transformer/Hand Hole for Village Entries
8. (1) Mobilization figured for all work listed above

**Exclusions**

1. Plan Review, Impact Fees, and Permit Fees
2. Payment & Performance Bonds
3. Clearing, Fill, or Grading prior to installing the scope of work listed above
4. Staking (location and grade reference)
5. Compaction Testing & Material Testing
6. Road Sleeves to be installed and located
7. Site Work
8. Erosion Control
9. Landscaping/Irrigation
10. Sidewalks

**Proposal (Continued): North River Ranch Riverfield Southside Entry Hardscape  
September 28, 2020**

11. Dewatering or soil stabilization
12. Electrical drawings for permitting
13. Sign Monument Structures
14. Sign Column at Main Entry
15. Landscape Boulders
16. Uplighting

Our proposal is based off "North River Ranch Neighborhood Signage and Roadway" drawings prepared by BDG Booth Design Group.

<u>Sheet</u>	<u>Drawings</u>	<u>Date</u>
Cover	Cover	07-15-20
LC-1.00	Landscape Specifications and Schedules	07-15-20
LSK1.00	Landscape Site key	07-15-20
L1.00	Site Development Plan	07-15-20
L1.01	Site Development Plan	07-15-20
LD-1	Hardscape Details	07-15-20
LD-1.1	Hardscape Details	07-15-20
LD-2	Landscape Details	07-15-20
LD-3	Landscape Specifications	07-15-20
LD-4	Irrigation Specifications	07-15-20

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

Sincerely,  
Windward Building Group



Trevor K. Sas, President

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Change Order No.1

# Change Order

No. 1 (Rev)

Date of Issuance: January 7, 2021

Effective Date: January 13, 2021

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

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

Description:

**Deduction for Direct Purchase materials**

Attachments: (List documents supporting change):

**Purchase Requisitions with Invoices from Armorock, Forterra & Fortiline**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$ 7,291,514.51**

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

**\$ 7,291,514.51**

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

**\$(1,035,560.86)**

Contract Price incorporating this Change Order:

**\$ 6,255,953.65**

**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. 0 to No. 0:

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: \_\_\_\_\_

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

V:\2156\active\215613809\civil\construction\_phase\_documents\phase\_1c\_1d\_west\change\_orders\received\con\_fieldstone\_nrr-1c-1d-west\_co-1-rev\_-1035560-86\_materials-deduct\_jon-m-hall-co\_rae\_20210112.docx

NORTH RIVER RANCH PHASES 1C AND 1D WEST  
OCTOBER 2020

EXHIBIT "A"

**PURCHASE REQUISITION REQUEST FORM**

1. Contract Person for the material supplier.

NAME: Armorock - Jared Johnston

ADDRESS: 14555 Spring Canyon Rd Boulder City, NV 89006

TELEPHONE NUMBER: 407-755-7416

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 35,185.00

5. The sales tax associated with the price quote. \$ 2,161.10 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$                     

7. Delivery dates as established by CONTRACTOR.   

OWNER:   

    
Authorized Signature (Title)

    
Date

CONTRACTOR:   

    
Authorized Signature

    
Date



1455 Spring Canyon Road  
Boulder City, NV 89006

207 Heritage Court  
Sulphur Springs, TX 75482

702-824-9702  
www.armorock.com

**Quote Date:** 11/16/2020

**To:**

**Ref:** North River Ranch IC ID  
Parrish, FL

## Q U O T A T I O N

**Notes:**

1. Quote is subject to our standard terms, conditions, and shipping policies.
2. Payment is due at Net 30. Late Payment service charge for over 30 days will be charged at 18% APR
3. Quote is valid for 60 days from issue date to receipt of PO after 60 days quote is subject to change based off market value of materials.
4. All applicable taxes are to be paid by purchaser
5. If owner requires items to be grouted in field contractor is responsible for materials and labor costs incurred.
6. All loads will be billed at \$3350 for each truck. Total of one(1) needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. Freight requested under 3 days notice may be subject to increased freight rates
8. Products will be billed at unit pricing per quotation
9. Rush orders will be priced accordingly.
10. Contractor shall be responsible for joint sealing and performance.
11. Miscellaneous items such as grout, epoxy, and hardware are not included with the structures unless a specific line item is shown on this quote. Additional charges will apply for any extra items that are not shown on this quote.

**From:**



14555 Spring Canyon Road  
Boulder City, NV 89006  
207 Heritage Court  
Sulphur Springs, TX 75482  
702-824-9702  
www.armorock.com

**For:**  
**Ref:** North River Ranch IC ID  
Parrish, FL

Quote Date: 11/16/2020

Structure	Description	Height	Weight	Price
<b>_Joint Sealing Package</b>				<b>0.00' 0 \$2,057</b>
1	RISER WRAP PRIMER	2	RISER WRAP ROLL 17"X 50'	
7	RISER WRAP JOINER STRIP	1	PGROUT POLYMER GROUT KIT	
<b>_Spreader Bar</b>				<b>0.00' 0 \$1,164</b>
1	SPREADER BAR AND RIGGING FOR LIFTING			
<b>MH 08 (Phase 1C) 48"-24" Polymer Manhole</b>		<b>17.99'</b>	<b>9,360</b>	<b>\$13,801</b>
1	24" CAP MANATEE COUNTY SANITARY SEWER COVER	1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	
1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	1	50424-C 48 IN X 3 FT ECC POLYMER CONE 24 IN	
1	50460-S 48 IN X 5 FT POLYMER MH SECTION	1	70472-S1C 48 IN X 6 FT POLYMER MH SECTION	
1	CAST-A-SEAL 603-08	1	70442-B75Es 48 IN X 3 FT 6 IN POLYMER PRECAST BASE (3/4 DEPTH TROUGHING)	
3	CAST-A-SEAL 603-08	3	JM1.25 1.25 IN X 14 FT JOINT MASTIC ROLL	
1	ENCASEMENT AND PIPE ELBOW FOR BASE FOR DROP PIPE	1	LABOR FOR DOWELS	
3	Gasket GASKET FOR MANHOLE JOINTS			
<b>MH 20 (Phase 1C) 48"-24" Polymer Manhole</b>		<b>10.46'</b>	<b>7,482</b>	<b>\$8,845</b>
1	24" CAP MANATEE COUNTY SANITARY SEWER COVER	1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	
1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	1	50424-C 48 IN X 3 FT ECC POLYMER CONE 24 IN	
1	50436-S 48 IN X 3 FT POLYMER MH SECTION	1	70448-B75Es 48 IN X 4 FT POLYMER PRECAST BASE (3/4 DEPTH TROUGHING)	
3	CAST-A-SEAL 603-08	2	JM1.25 1.25 IN X 14 FT JOINT MASTIC ROLL	
2	Gasket GASKET FOR MANHOLE JOINTS			
<b>MH 30 (Phase 1C) 48"-24" Polymer Manhole</b>		<b>11.75'</b>	<b>7,887</b>	<b>\$9,319</b>
1	24" CAP MANATEE COUNTY SANITARY SEWER COVER	1	50203-GR 24 IN X 3 IN POLYMER GRADE RING	
1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	
1	50424-C 48 IN X 3 FT ECC POLYMER CONE 24 IN	1	50448-S 48 IN X 4 FT POLYMER MH SECTION	
1	70448-B75Es 48 IN X 4 FT POLYMER PRECAST BASE (3/4 DEPTH TROUGHING)	3	CAST-A-SEAL 603-08	
2	JM1.25 1.25 IN X 14 FT JOINT MASTIC ROLL	2	Gasket GASKET FOR MANHOLE JOINTS	
<b>Sub-Total</b>				<b>\$35,185</b>
<b>Tax ( 7.00% )</b>				<b>\$2,463</b>
<b>Freight/Delivery</b>				<b>\$3,350</b>
<b>Total Price for North River Ranch IC ID</b>				<b>\$40,998</b>

NORTH RIVER RANCH PHASES 1C AND 1D WEST  
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.  
NAME: Armorock - Jared Johnston  
ADDRESS: 14555 Spring Canyon Rd Boulder City, NV 89006  
TELEPHONE NUMBER: 407-755-7416

2. Manufacturer or brand, model or specification number of the item.  
see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.  
\$ 11,802.00

5. The sales tax associated with the price quote. \$ 758.12 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$

7. Delivery dates as established by CONTRACTOR.

OWNER: \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
Authorized Signature (Title) Date

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
Authorized Signature Date





1455 Spring Canyon Road  
Boulder City, NV 89006

207 Heritage Court  
Sulphur Springs, TX 75482

702-824-9702  
www.armorock.com

**Quote Date:** 11/19/2020

**To:**

**Ref:** North River Ranch IC ID  
Parrish, FL

## Q U O T A T I O N

**Notes:**

1. Quote is subject to our standard terms, conditions, and shipping policies.
2. Payment is due at Net 30. Late Payment service charge for over 30 days will be charged at 18% APR
3. Quote is valid for 60 days from issue date to receipt of PO after 60 days quote is subject to change based off market value of materials.
4. All applicable taxes are to be paid by purchaser
5. If owner requires items to be grouted in field contractor is responsible for materials and labor costs incurred.
6. All loads will be billed at \$3350 for each truck. Total of one(1) needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. Freight requested under 3 days notice may be subject to increased freight rates
8. Products will be billed at unit pricing per quotation
9. Rush orders will be priced accordingly.
10. Contractor shall be responsible for joint sealing and performance.
11. Miscellaneous items such as grout, epoxy, and hardware are not included with the structures unless a specific line item is shown on this quote. Additional charges will apply for any extra items that are not shown on this quote.

**From:**



14555 Spring Canyon Road  
 Boulder City, NV 89006  
 207 Heritage Court  
 Sulphur Springs, TX 75482  
 702-824-9702  
 www.armorock.com

**For:**  
**Ref:** North River Ranch IC ID  
 Parrish, FL

Quote Date: 11/19/2020

Structure	Description	Height	Weight	Price
<b>_Joint Sealing Package</b>		<b>0.00'</b>	<b>0</b>	<b>\$1,147</b>
1	RISER WRAP PRIMER	1	RISER WRAP ROLL 17"X 50'	
2	RISER WRAP JOINER STRIP	1	PGROUT POLYMER GROUT KIT	
<b>_Spreader Bar</b>		<b>0.00'</b>	<b>0</b>	<b>\$1,164</b>
1	SPREADER BAR AND RIGGING FOR LIFTING			
<b>MH 06</b>	<b>48"-24" Polymer Manhole</b>	<b>12.70'</b>	<b>7,470</b>	<b>\$9,491</b>
1	24" CAP MANATEE COUNTY SANITARY SEWER COVER	1	50204-GR 24 IN X 4 IN POLYMER GRADE RING	
1	50424-C 48 IN X 3 FT ECC POLYMER CONE 24 IN	1	50472-S 48 IN X 6 FT POLYMER MH SECTION	
1	70442-B75Es 48 IN X 3 FT 6 IN POLYMER PRECAST BASE (3/4 DEPTH TROUGHING)	3	CAST-A-SEAL 603-08	
2	JM1.25 1.25 IN X 14 FT JOINT MASTIC ROLL	2	Gasket GASKET FOR MANHOLE JOINTS	
<b>Sub-Total</b>				<b>\$11,802</b>
<b>Tax ( 7.00% )</b>				<b>\$826</b>
<b>Freight/Delivery</b>				<b>\$3,350</b>
<b>Total Price for North River Ranch IC ID</b>				<b>\$15,978</b>

NORTH RIVER RANCH PHASES 1C AND 1D WEST  
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Forterra - Daniel Wirth

ADDRESS: 1285 Lucerne Loop Rd NE Winter Haven, FL 33881

TELEPHONE NUMBER: 352-246-1846

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 205,600.41

5. The sales tax associated with the price quote. \$ 12,386.02 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## REVISED 12/10/2020: Precast Inverts & Grade Rings

<b>Date</b>	December 10, 2020	<b>Bid Date</b>	09/11/2020
<b>Quote No.</b>	PRJ0094234	<b>Plan Date</b>	
<b>Project</b>	North River Ranch Ph. 1C Bradenton, FL MANATEE County	<b>Engineer</b>	STANTEC CONSULTING - STONEY CREEK

**Contractor**

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

### Sanitary Structures

Description	Quantity	Unit Price	Ext Price
<b>(18) Sanitary Manhole (\$33,641.62)</b>			
48" Diameter (8" wall, 8" base) (0'-6' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-24, SS-26)	2 EA	\$1,377.92	\$2,755.84
48" Diameter (8" wall, 8" base) (6'-8' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-18, SS-19, SS-25, SS-27, SS-28, SS-44, SS-45)	7 EA	\$1,617.88	\$11,325.16
48" Diameter (8" wall, 8" base) (8'-10' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-21, SS-72, SS-73)	3 EA	\$1,957.08	\$5,871.23
48" Diameter (8" wall, 8" base) (10'-12' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-22, SS-23, SS-29, SS-31, SS-74)	5 EA	\$2,228.67	\$11,143.36
48" Diameter (8" wall, 8" base) (12'-14' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-32)	1 EA	\$2,546.03	\$2,546.03
<b>Sanitary Quote Total</b>			<b>\$33,641.62</b>

**Storm Structures**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Ext Price</b>
<b>(4) Control Structure (\$5,424.66)</b>			
Control Structure D Box (6" wall, 6" base) With: Eyebolts & Chains, USF 6615 Steel Grate (BB-1, BB-2, CS-1, CS-4)	<b>4 EA</b>	<b>\$1,356.16</b>	<b>\$5,424.66</b>
<b>(2) Grate Inlet Non Traffic (\$3,874.39)</b>			
4' x 4' Grate Inlet Non Traffic (6" wall, 6" base) With: 6" Slab Top, USF 4625-6245 Frame & Grate (S-5-12)	<b>1 EA</b>	<b>\$1,464.11</b>	<b>\$1,464.11</b>
5' x 4' Grate Inlet Non Traffic (8" wall, 8" base) With: 6" Slab Top, USF 4625-6245 Frame & Grate (S-4-19)	<b>1 EA</b>	<b>\$2,410.28</b>	<b>\$2,410.28</b>
<b>(2) Headwall (\$8,205.60)</b>			
8 x 11 x 1 Weir wall With: Skimmer (W-1, W-2-2)	<b>2 EA</b>	<b>\$4,102.80</b>	<b>\$8,205.60</b>
<b>(9) Miscellaneous (\$4,669.75)</b>			
12" Endwall/Pipe Support (EW-01)	<b>1 EA</b>	<b>\$200.00</b>	<b>\$200.00</b>
15" Endwall/Pipe Support (EW-1)	<b>1 EA</b>	<b>\$266.00</b>	<b>\$266.00</b>
24" Endwall/Pipe Support (EW-2)	<b>1 EA</b>	<b>\$456.00</b>	<b>\$456.00</b>
30" Endwall/Pipe Support (EW-3)	<b>3 EA</b>	<b>\$498.75</b>	<b>\$1,496.25</b>
42" Endwall/Pipe Support (EW-4)	<b>2 EA</b>	<b>\$676.88</b>	<b>\$1,353.75</b>
48" Endwall/Pipe Support (EW-5)	<b>1 EA</b>	<b>\$897.75</b>	<b>\$897.75</b>
<b>(5) Storm Manhole (\$7,596.24)</b>			
48" Diameter (5" wall, 8" base) With: 24" Concentric Cone Top, USF 170 E Ring & Cover (S-4-4, S-4-17, S-5-4)	<b>3 EA</b>	<b>\$721.02</b>	<b>\$2,163.05</b>
5.5' x 5.5' Storm Manhole (8" wall, 8" base) With: 8" Slab Top, USF 170 E Ring & Cover (S-1-2)	<b>1 EA</b>	<b>\$2,984.93</b>	<b>\$2,984.93</b>
72" Diameter (7" wall, 8" base) With: 8" Slab Top, USF 170 E Ring & Cover (S-1-6)	<b>1 EA</b>	<b>\$2,448.26</b>	<b>\$2,448.26</b>

**(2) Throat Inlet (\$2,538.40)**

3' x 4' Throat Inlet (6" wall, 6" base) With: 6" Slab Top, Steel Channel, USF 1110 NG Ring & Cover (S-7-13, S-7-14)	<b>2 EA</b>	<b>\$1,269.20</b>	<b>\$2,538.40</b>
--	-------------	-------------------	-------------------

**(19) Valley Gutter Inlet (\$31,938.47)**

4' x 3' Valley Gutter Inlet (8" wall, 6" base) With: 8" Slab Top, USF 5113-6194 Frame & Grate (S-1-4, S-4-3, S-4-5, S-4-6, S-4-9, S-4-13, S-4-14, S- 4-15, S-4-16, S-5-3, S-5-5, S-5-6, S-5-8, S-5-9, S-5- 11, S-6-3)	<b>16 EA</b>	<b>\$1,421.29</b>	<b>\$22,740.64</b>
---	--------------	-------------------	--------------------

5.5' x 5.5' Valley Gutter Inlet (8" wall, 8" base) With: 8" Slab Top, USF 5113-6194 Frame & Grate (S-1-3, S-4-11, S-4-12)	<b>3 EA</b>	<b>\$3,065.94</b>	<b>\$9,197.83</b>
---	-------------	-------------------	-------------------

---

**Storm Quote Total \$64,247.51**

**Structure Grand Total \$97,889.13**

**Reinforced Concrete Pipe**

<b>Pieces</b>	<b>Unit</b>	<b>Total Feet</b>	<b>Description</b>	<b>Class</b>	<b>Unit Price</b>	<b>Total Price</b>
18	8.0	144.0	15" Round Reinforced Concrete Pipe, Profile Gasket	III	\$12.75	\$1,836.00
194	8.0	1552.0	18" Round Reinforced Concrete Pipe, Profile Gasket	III	\$16.20	\$25,142.40
44	8.0	352.0	24" Round Reinforced Concrete Pipe, Profile Gasket	III	\$27.45	\$9,662.40
24	8.0	192.0	30" Round Reinforced Concrete Pipe, Profile Gasket	III	\$35.37	\$6,791.04
24	8.0	192.0	42" Round Reinforced Concrete Pipe, Profile Gasket	III	\$69.57	\$13,357.44
75	8.0	600.0	48" Round Reinforced Concrete Pipe, Profile Gasket	III	\$84.87	\$50,922.00
<b>RC Pipe Total</b>						<b>\$107,711.28</b>

**Notes**

The Toe wall for the base of all Large Headwalls to be poured in the field by others  
Elliptical Reinforced Concrete Pipe as Per ASTM-C-507 and FDOT

Round Reinforced Concrete Pipe as Per ASTM-C-76 and FDOT  
Quantities, Class, and sizes of RCP and ERCP are for bidding purposes only, contractor to verify sizes and  
quantities when ordering

All returned pipe is subject to a 35% restocking fee. Material will be inspected upon return and only first quality pipe will be credited for return. Special products will not be accepted for returns and will not be refunded.

All Specialty Pipe Such as Slotted Pipe is non returnable  
Polymer Manholes and Lift Stations are NOT part of this quote

**Quote Total \$205,600.41**

Subject to State, County & Local Taxes.  
F.O.B.: Jobsite.  
Above prices based on truckload quantities.

Bill Losher  
**Office:** (239) 340-0277  
**Cell:** (239) 340-0277

**FORTERRA PIPE AND PRECAST LLC**

**Accepted by Buyer**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**TERMS AND CONDITIONS OF SALE**

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Forterra's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

**LIMITED WARRANTY AND REMEDIES**

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

NORTH RIVER RANCH PHASES 1C AND 1D WEST  
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Forterra - Daniel Wirth

ADDRESS: 1285 Lucerne Loop Rd NE Winter Haven, FL 33881

TELEPHONE NUMBER: 352-246-1846

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 97,495.04

5. The sales tax associated with the price quote. \$ 5,899.70 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





## REVISED 12/10/2020: Precast Inverts & Grade Rings

<b>Date</b>	December 10, 2020	<b>Bid Date</b>	09/11/2020
<b>Quote No.</b>	PRJ0122629	<b>Plan Date</b>	
<b>Project</b>	North River Ranch Ph. 1D West Bradenton, FL MANATEE County	<b>Engineer</b>	STANTEC CONSULTING - STONEY CREEK

**Contractor**

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

### Sanitary Structures

Description	Quantity	Unit Price	Ext Price
<b>(11) Sanitary Manhole (\$21,595.20)</b>			
48" Diameter (8" wall, 8" base) (0'-6' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-2, SS-13, SS-14)	<b>3 EA</b>	<b>\$1,435.17</b>	<b>\$4,305.51</b>
48" Diameter (8" wall, 8" base) (8'-10' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-3, SS-15)	<b>2 EA</b>	<b>\$1,949.90</b>	<b>\$3,899.81</b>
48" Diameter (8" wall, 8" base) (10'-12' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-4, SS-5, SS-16, SS-17)	<b>4 EA</b>	<b>\$2,142.86</b>	<b>\$8,571.44</b>
48" Diameter (8" wall, 8" base) (16'-18' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 24" Concentric Cone Top, USF 170 CE RIng & Cover, 8" Boot, Precast Inverts, 03" Grade Ring (SS-7)	<b>1 EA</b>	<b>\$2,976.10</b>	<b>\$2,976.10</b>
60" Diameter (8" wall, 8" base) (0'-6' deep) With: Offset Gasket, 6" Rub-R-Neck Wrap, 32" Concentric Cone Top, 8" Boot, USF 324-UT Ring & Cover, Precast Inverts, 02" Grade Ring (SS-1)	<b>1 EA</b>	<b>\$1,842.34</b>	<b>\$1,842.34</b>
<b>Sanitary Quote Total</b>			<b>\$21,595.20</b>

**Storm Structures**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Ext Price</b>
<b>(2) Control Structure (\$3,821.16)</b>			
6.5' x 4.1' Control Structure (6" wall, 8" base) With: USF 6615 Steel Grate, T Bar Support (CS-2A)	<b>1 EA</b>	<b>\$2,645.72</b>	<b>\$2,645.72</b>
Control Structure D Box (6" wall, 6" base) With: Eyebolts & Chains, USF 6615 Steel Grate (CS-3)	<b>1 EA</b>	<b>\$1,175.44</b>	<b>\$1,175.44</b>
<b>(11) Miscellaneous (\$4,509.18)</b>			
15" Endwall/Pipe Support (EW-1)	<b>5 EA</b>	<b>\$266.00</b>	<b>\$1,330.00</b>
18" Endwall/Pipe Support (EW-2)	<b>1 EA</b>	<b>\$356.25</b>	<b>\$356.25</b>
24" Endwall/Pipe Support (EW-3)	<b>1 EA</b>	<b>\$456.00</b>	<b>\$456.00</b>
30" Endwall/Pipe Support (EW-4)	<b>2 EA</b>	<b>\$498.75</b>	<b>\$997.50</b>
36" Endwall/Pipe Support (EW-5)	<b>1 EA</b>	<b>\$692.55</b>	<b>\$692.55</b>
42" Endwall/Pipe Support (EW-6)	<b>1 EA</b>	<b>\$676.88</b>	<b>\$676.88</b>
<b>(2) Storm Manhole (\$1,518.04)</b>			
48" Diameter (5" wall, 8" base) With: 24" Concentric Cone Top, USF 170 E Ring & Cover (S-2B-2, S-3-10)	<b>2 EA</b>	<b>\$759.02</b>	<b>\$1,518.04</b>
<b>(2) Throat Inlet (\$2,615.82)</b>			
3' x 4' Throat Inlet (6" wall, 6" base) With: 6" Slab Top, Steel Channel, USF 1110 NG Ring & Cover (S-2A-2, S-2A-3)	<b>2 EA</b>	<b>\$1,307.91</b>	<b>\$2,615.82</b>
<b>(8) Valley Gutter Inlet (\$13,303.40)</b>			
4' x 3' Valley Gutter Inlet (8" wall, 6" base) With: 8" Slab Top, USF 5113-6194 Frame & Grate (S-2-2, S-2-3, S-2B-3, S-2B-4, S-3-2, S-3-3, S-3-7, S- 3-8)	<b>8 EA</b>	<b>\$1,662.92</b>	<b>\$13,303.40</b>
<b>Storm Quote Total</b>			<b>\$25,767.60</b>
<b>Structure Grand Total</b>			<b>\$47,362.80</b>

**Reinforced Concrete Pipe**

Pieces	Unit	Total Feet	Description	Class	Unit Price	Total Price
31	8.0	248.0	15" Round Reinforced Concrete Pipe, Profile Gasket	III	\$12.75	\$3,162.00
26	8.0	208.0	18" Round Reinforced Concrete Pipe, Profile Gasket	III	\$16.20	\$3,369.60
67	8.0	536.0	24" Round Reinforced Concrete Pipe, Profile Gasket	III	\$27.45	\$14,713.20
46	8.0	368.0	30" Round Reinforced Concrete Pipe, Profile Gasket	III	\$35.37	\$13,016.16
17	8.0	136.0	36" Round Reinforced Concrete Pipe, Profile Gasket	III	\$47.52	\$6,462.72
11	8.0	88.0	42" Round Reinforced Concrete Pipe, Profile Gasket	III	\$69.57	\$6,122.16
5	8.0	40.0	14" x 23" Elliptical Reinforced Concrete Pipe, Profile Gasket	III	\$25.18	\$1,007.20
5	8.0	40.0	24" x 38" Elliptical Reinforced Concrete Pipe, Profile Gasket	III	\$56.98	\$2,279.20
<b>RC Pipe Total</b>						<b>\$50,132.24</b>

**Notes**

Elliptical Reinforced Concrete Pipe as Per ASTM-C-507 and FDOT

Round Reinforced Concrete Pipe as Per ASTM-C-76 and FDOT

Quantities, Class, and sizes of RCP and ERCP are for bidding purposes only, contractor to verify sizes and quantities when ordering

All returned pipe is subject to a 35% restocking fee. Material will be inspected upon return and only first quality pipe will be credited for return. Special products will not be accepted for returns and will not be refunded.

All Specialty Pipe Such as Slotted Pipe is non returnable  
 Polymer Manholes and Lift Stations are NOT part of this quote

**Quote Total \$97,495.04**

Subject to State, County & Local Taxes.

F.O.B.: Jobsite.

Above prices based on truckload quantities.

Daniel Wirth

**Office:** (352) 246-1846

**Cell:** (352) 246-1846

**FORTERRA PIPE AND PRECAST LLC**

**Accepted by Buyer**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**TERMS AND CONDITIONS OF SALE**

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Forterra's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

**LIMITED WARRANTY AND REMEDIES**

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

NORTH RIVER RANCH PHASES 1C AND 1D WEST  
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Fortiline - Mike Mason

ADDRESS: 8504 E Adamo Dr #135 Tampa, FL 33619

TELEPHONE NUMBER: 813-539-3595

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 457,489.85

5. The sales tax associated with the price quote. \$ 27,499.39 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# QUOTE



\*\*Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. \*\*

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
200768	FORTILINE TAMPA	6018119	11/18/20	1

CUSTOMER	PROJECT INFORMATION
JON M HALL COMPANY 1400 MARTIN LUTHER KING JR BLVD SANFORD, FL 32771	NORTH RIVER RANCH PHASE 1C

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>***** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. *****</p> <p>DATE: 11/18/20</p> <p>JOB NAME: NORTH RIVER RANCH PHASE 1C</p> <p>LOCATION: MOCCASIN WALLOW RD</p> <p>SPECS: MANATEE</p> <p>ENGINEER: STANTEC</p> <p>DATE ON PLANS: 7/22/20</p> <p>SALESMAN: MIKE MASON</p> <p>CELL: 813-539-3595</p> <p>EMAIL: MIKE.MASON@FORTILINE.COM</p>		
			<b>STORM</b>		
420	2422	FT	12" SDR35 PVC SEWER PIPE	8.8500	21,434.70
430	4	EA	12" SDR35 PVC 22-1/2 GXG	147.0000	588.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>Package Sub-total:</b>		<b>22,022.70</b>
<b>INLINE DRAINS</b>					
470	20	EA	12" INLINE DRN F/4" SDR35 PIPE	348.0000	6,960.00
480	6	EA	12" SDR35 PVC 90 GXG	200.0000	1,200.00
490	14	EA	12" SDR35 PVC TEE GXG	290.0000	4,060.00
			<b>Package Sub-total:</b>		<b>12,220.00</b>
<b>UNDERDRAIN</b>					
530	4300	FT	6"X100' SGW PIPE PERF W/SOCK	1.8500	7,955.00
540	12	RL	12.5'X360' FILTER FABRIC 500SY NONWOVEN	285.0000	3,420.00
			<b>Package Sub-total:</b>		<b>11,375.00</b>
<b>UNDERDRAIN CLEANOUTS 66 EACH</b>					
590	42	FT	6" SDR35 PVC SEWER PIPE	1.9800	83.16
600	66	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	990.00
610	66	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	858.00
620	132	EA	48" SS WORM GEAR CLAMP	6.0000	792.00
			<b>Package Sub-total:</b>		<b>2,723.16</b>
<b>SEWER</b>					
660	5404	FT	8" SDR26 PVC HW SEWER PIPE	4.9300	26,641.72
670	6	EA	3"X1000' SEWER DETECTOR TAPE	28.0000	168.00
			<b>Package Sub-total:</b>		<b>26,809.72</b>
<b>DROP MANHOLES 3 EACH</b>					
720	3	EA	8" SDR26 HW PVC 90 GXG	122.0000	366.00
730	3	EA	8" SDR26 HW PVC TEE GXG	93.0000	279.00
			<b>Package Sub-total:</b>		<b>645.00</b>
<b>INFLOW PROTECTORS 32 EACH</b>					
780	32	EA	25-1/2" INFLOW PROTECTOR	65.0000	2,080.00
			<b>Package Sub-total:</b>		<b>2,080.00</b>
<b>SINGLE SEWER SERVICE 17 EACH</b>					
830	476	FT	6" SDR26 PVC HW SEWER PIPE	2.9700	1,413.72

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
840	17	EA	8"X6" SDR26 HW PVC WYE GXG	63.0000	1,071.00
850	17	EA	6" SDR26 HW PVC 45 GXS	18.0000	306.00
860	17	EA	6" SDR26 HW PVC WYE GXG	49.0000	833.00
870	34	EA	6" SDR26 HW PVC 45 GXG	25.0000	850.00
880	17	EA	6" SDR35 PVC SPIGOT PLUG	6.0000	102.00
890	17	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	255.00
900	17	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	221.00
910	85	FT	2" SCH40 PVC PIPE BE	.9500	80.75
920	17	EA	2" SCH40 PVC CAP H	1.0000	17.00
<b>Package Sub-total:</b>					<b>5,149.47</b>
<b>DOUBLE SEWER SERVICE</b>					
<b>80 EACH</b>					
980	4956	FT	6" SDR26 PVC HW SEWER PIPE	2.9700	14,719.32
990	80	EA	8"X6" SDR26 HW PVC WYE GXG	63.0000	5,040.00
1000	80	EA	6" SDR26 HW PVC 45 GXS	18.0000	1,440.00
1010	240	EA	6" SDR26 HW PVC WYE GXG	49.0000	11,760.00
1020	240	EA	6" SDR26 HW PVC 45 GXG	25.0000	6,000.00
1030	160	EA	6" SDR35 PVC SPIGOT PLUG	6.0000	960.00
1040	160	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	2,400.00
1050	160	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	2,080.00
1060	160	EA	7621 CI CLEANOUT R&C M/SEWER	43.0000	6,880.00
1070	480	FT	2" SCH40 PVC PIPE BE	.9500	456.00
1080	160	EA	2" SCH40 PVC CAP H	1.0000	160.00
<b>Package Sub-total:</b>					<b>51,895.32</b>
<b>WATER</b>					
1120	4780	FT	8" C900 DR18 PIPE BLUE EPDM	8.5200	40,725.60
1130	200	FT	4" C900 DR18 PIPE BLUE EPDM	2.9000	580.00
1140	480	FT	8" TJ DIP PR350	21.5200	10,329.60
1150	20	EA	8" TYTON GASKET EPDM	19.0000	380.00
1160	600	FT	3"-8" BLUE POLYWRAP 20"X300'	.5600	336.00
1170	200	FT	2"X100' CTS ENDOPURE 250PSI BLUE	1.5500	310.00
1180	5	EA	7613XR EMS MARKING TAPE 400M WATER 1,312.33 FT PER ROLL	1,646.0000	8,230.00
1190	5000	FT	10GA SOLID COPPER WIRE BLUE	.2100	1,050.00
1200	61	EA	8" SPLIT BELL REST 1100G2 STARBOND COAT, BLUE N&B F/C900	98.0000	5,978.00
1210	2	EA	4" SPLIT BELL REST 1100G2 STARBOND COAT, BLUE B&N F/C900	39.0000	78.00
<b>Package Sub-total:</b>					<b>67,997.20</b>
<b>TEMPORARY JUMPER ASSEMBLY</b>					
1260	1	EA	8X2 IP 502 SS SDL 8.63-9.05 502-0905X14 JCM	117.0000	117.00
1270	1	EA	2" BALL CORP MIPXFIP 73149B NO LEAD	213.0000	213.00
1280	1	EA	2"X48" GALV NIPPLE	42.0000	42.00
1290	1	EA	2" GALV 90	9.0000	9.00
1300	2	EA	2" GALV TEE	13.0000	26.00
1310	2	EA	2"X3/4" GALV HEX BUSHING	6.0000	12.00
1320	2	EA	3/4"X1/4" GALV HEX BUSHING	3.0000	6.00
1330	2	EA	2-1/2" 0-300 LIQ GAUGE 2-PG25	10.0000	20.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1340	1	EA	2" RED PRS BFP 975XL2 LEAD-FREE	435.0000	435.00
1350	3	EA	2"X4" GALV NIPPLE	4.0000	12.00
<b>Package Sub-total:</b>					<b>892.00</b>
<b>8" GATE VALVE</b>					
<b>17 EACH</b>					
1400	17	EA	8" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	710.0000	12,070.00
1410	34	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	1,326.00
1420	34	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	1,088.00
1430	17	EA	461S VB COMP SCREW 18"X24"	39.0000	663.00
1440	17	EA	3" BRS VLV MARKER	15.0000	255.00
1450	17	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	425.00
1460	17	EA	TRACER WIRE ACCESS BOX	25.0000	425.00
<b>Package Sub-total:</b>					<b>16,252.00</b>
<b>8" FITTINGS</b>					
1500	1	EA	8"X4" MJ REDUCER C153	47.0000	47.00
1510	1	EA	4" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	23.0000	23.00
1520	1	EA	4" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	24.0000	24.00
1530	1	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	39.00
1540	1	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	32.00
<b>Package Sub-total:</b>					<b>165.00</b>
1560	62	EA	8" MJ 45 C153	70.0000	4,340.00
1570	124	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	4,836.00
1580	124	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	3,968.00
<b>Package Sub-total:</b>					<b>13,144.00</b>
1600	1	EA	8" MJ CROSS C153	134.0000	134.00
1610	4	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	156.00
1620	4	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	128.00
<b>Package Sub-total:</b>					<b>418.00</b>
1640	3	EA	8" MJ TEE C153	126.0000	378.00
1650	9	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	351.00
1660	9	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	288.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>Package Sub-total:</b>		<b>1,017.00</b>
1690	1	EA	8" MJ PLUG C153	48.0000	48.00
			<b>Package Sub-total:</b>		<b>48.00</b>
			<b>FIRE HYDRANT ASSEMBLY 7 EACH</b>		
1750	7	EA	8"X6" MJ HYD TEE C153	122.0000	854.00
1760	14	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	546.00
1770	14	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	448.00
1780	7	EA	6" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	525.0000	3,675.00
1790	7	EA	5-1/4" VO HYD 4'0" MANATEE A423	2,100.0000	14,700.00
1800	14	EA	6MJ O/L L/ACC SAFETY YELLOW 6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	378.00
1810	21	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	588.00
1820	120	FT	6" C900 DR18 PIPE BLUE EPDM	5.5700	668.40
1830	7	EA	461S VB COMP SCREW 18"X24"	39.0000	273.00
1840	7	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	175.00
1850	7	EA	TRACER WIRE ACCESS BOX	25.0000	175.00
1860	7	EA	3" BRS VLV MARKER	15.0000	105.00
1870	7	EA	BLUE HYDRANT PAVEMENT MARKER	5.0000	35.00
			<b>Package Sub-total:</b>		<b>22,620.40</b>
			<b>4" GATE VALVE 1 EACH</b>		
1920	1	EA	4" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	395.0000	395.00
1930	2	EA	4" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	23.0000	46.00
1940	2	EA	4" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	24.0000	48.00
1950	1	EA	461S VB COMP SCREW 18"X24"	39.0000	39.00
1960	1	EA	3" BRS VLV MARKER	15.0000	15.00
1970	1	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	25.00
1980	1	EA	TRACER WIRE ACCESS BOX	25.0000	25.00
			<b>Package Sub-total:</b>		<b>593.00</b>
			<b>4" FITTINGS</b>		
2020	1	EA	4"X2" MJ TAPT CAP C153	29.0000	29.00
2030	1	EA	4" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	23.0000	23.00
2040	1	EA	4" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	24.0000	24.00
			<b>Package Sub-total:</b>		<b>76.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	6

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2060	2	EA	4" MJ 45 C153	31.0000	62.00
2070	4	EA	4" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	23.0000	92.00
2080	4	EA	4" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	24.0000	96.00
<b>Package Sub-total:</b>					<b>250.00</b>
<b>2" GATE VALVE</b>					
<b>1 EACH</b>					
2140	1	EA	2" THD GV O/L L/ACC 316SS STEM A2362-08-LNS E454	275.0000	275.00
2150	1	EA	461S VB COMP SCREW 18"X24"	39.0000	39.00
2160	1	EA	3" BRS VLV MARKER	15.0000	15.00
2170	1	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	25.00
2180	1	EA	TRACER WIRE ACCESS BOX	25.0000	25.00
<b>Package Sub-total:</b>					<b>379.00</b>
<b>2" FITTINGS</b>					
2220	1	EA	2" ADPT MIPXPJC NO LEAD 74753-22	68.0000	68.00
<b>Package Sub-total:</b>					<b>68.00</b>
<b>2" METER ASSEMBLY</b>					
2260	2	EA	2" METER CPLG LEAD FREE	24.0000	48.00
2270	1	EA	17"X30"X12" CDR METER BOX WTR	355.0000	355.00
<b>Package Sub-total:</b>					<b>403.00</b>
<b>2" BLOW-OFF ASSEMBLY</b>					
<b>1 EACH</b>					
2320	1	EA	2" BRASS 90 NO LEAD	23.0000	23.00
2330	1	EA	2"X12" BRASS NIPPLE	44.0000	44.00
2340	1	EA	HG-2 AUTO FLUSHING SYSTEM W/REDUCED PRESSURE ZONE	5,000.0000	5,000.00
<b>Package Sub-total:</b>					<b>5,067.00</b>
<b>BLOW-OFF ASSEMBLY</b>					
<b>2 EACH</b>					
2390	2	EA	8"X2" MJ TAPT PLUG C153	64.0000	128.00
2400	2	EA	2" ADPT MIPXPJC NO LEAD 74753-22	68.0000	136.00
2410	2	EA	2" BRASS CPLG NO LEAD	22.0000	44.00
2420	2	EA	2" BRASS PLUG CORED NO LEAD	12.0000	24.00
<b>Package Sub-total:</b>					<b>332.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	7

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>CHLORINE INJECTION POINT</b>					
<b>1 EACH</b>					
2480	1	EA	8X3/4 IP 502 SDL 8.63-9.05	105.0000	105.00
			502-0905X06IP JCM		
2490	1	EA	3/4" CORP STOP MIPXPJC 7470422	32.0000	32.00
			NO LEAD		
2500	100	FT	3/4"X100' CTS ENDOPURE 250PSI	.3500	35.00
			BLUE		
2510	1	EA	3/4"BALL VLV PJCXFIP 76102W-22	58.0000	58.00
			NO LEAD		
2520	1	EA	3/4" HOSE BIBB NO LEAD	7.0000	7.00
<b>Package Sub-total:</b>					<b>237.00</b>
<b>SINGLE WATER SERVICE SHORT</b>					
<b>21 EACH</b>					
2570	21	EA	8X1 IP FS313 SDL 8.63-9.05	60.0000	1,260.00
			FS313-905-IP4-EPDM		
2580	21	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	1,281.00
			NO LEAD		
2590	21	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	1,848.00
			NO LEAD		
2600	21	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	84.00
2610	42	EA	3/4" METER CPLG LEAD FREE	6.0000	252.00
2620	21	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	1,932.00
			NO LEAD 718-207WX		
2630	42	EA	1" SS INSERT CTS 504385	3.0000	126.00
2640	300	FT	1"X100' CTS ENDOPURE 250PSI	.5500	165.00
			BLUE		
2650	21	EA	19X10 OVAL MTR BOX 6423-WNL	52.0000	1,092.00
			FL WATER METER NON-LOCKING MB		
			W/BUE LID		
<b>Package Sub-total:</b>					<b>8,040.00</b>
<b>SINGLE WATER SERVICE LONG</b>					
<b>10 EACH</b>					
2700	7	EA	8X1 IP FS313 SDL 8.63-9.05	60.0000	420.00
			FS313-905-IP4-EPDM		
2710	3	EA	4X1 IP FS313 SDL 4.50-4.80	51.0000	153.00
			FS313-480-IP4-EPDM		
2720	10	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	610.00
			NO LEAD		
2730	10	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	880.00
			NO LEAD		
2740	10	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	40.00
2750	20	EA	3/4" METER CPLG LEAD FREE	6.0000	120.00
2760	10	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	920.00
			NO LEAD 718-207WX		
2770	20	EA	1" SS INSERT CTS 504385	3.0000	60.00
2780	500	FT	1"X100' CTS ENDOPURE 250PSI	.5500	275.00
			BLUE		
2790	10	EA	19X10 OVAL MTR BOX 6423-WNL	52.0000	520.00
			FL WATER METER NON-LOCKING MB		
			W/BUE LID		
2800	300	FT	2" SDR21 PVC PIPE BLUE	.6500	195.00
<b>Package Sub-total:</b>					<b>4,193.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	8

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>DOUBLE WATER SERVICE SHORT 29 EACH</b>		
2860	26	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	1,560.00
2870	1	EA	4X1 IP FS313 SDL 4.50-4.80 FS313-480-IP4-EPDM	51.0000	51.00
2880	2	EA	2"X1" TEE PJCXFIP 74764-22 NO LEAD	113.0000	226.00
2890	29	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	1,769.00
2900	29	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	2,552.00
2910	58	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	232.00
2920	116	EA	3/4" METER CPLG LEAD FREE	6.0000	696.00
2930	58	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	5,336.00
2940	174	EA	1" SS INSERT CTS 504385	3.0000	522.00
2950	58	EA	1" TEE PJCXFIP 74764-22 NO LEAD	44.0000	2,552.00
2960	300	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	165.00
2970	58	EA	19X10 OVAL MTR BOX 6423-WNL FL WATER METER NON-LOCKING MB W/BLOCK LID	52.0000	3,016.00
			<b>Package Sub-total:</b>		<b>18,677.00</b>
			<b>DOUBLE WATER SERVICE LONG 43 EACH</b>		
3020	43	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	2,580.00
3030	43	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	2,623.00
3040	86	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	7,568.00
3050	86	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	344.00
3060	172	EA	3/4" METER CPLG LEAD FREE	6.0000	1,032.00
3070	86	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	7,912.00
3080	258	EA	1" SS INSERT CTS 504385	3.0000	774.00
3090	43	EA	1" TEE PJCXFIP 74764-22 NO LEAD	44.0000	1,892.00
3100	2200	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	1,210.00
3110	86	EA	19X10 OVAL MTR BOX 6423-WNL FL WATER METER NON-LOCKING MB W/BLOCK LID	52.0000	4,472.00
3120	1300	FT	2" SDR21 PVC PIPE BLUE	.6500	845.00
			<b>Package Sub-total:</b>		<b>31,252.00</b>
			<b>RECLAIM</b>		
3170	5380	FT	6" C900 DR18 PIPE PURPLE EPDM GASKET	5.5700	29,966.60
3180	280	FT	6" TJ DIP PR350	16.3400	4,575.20
3190	10	EA	6" TYTON GASKET EPDM	13.0000	130.00
3200	300	FT	3"-8" PURPLE POLYWRAP 20"X300'	.5600	168.00
3210	6	EA	7618-XR EMS MARKING TAPE 400M	1,646.0000	9,876.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	9

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3220	6000	FT	REUSE 1,312.33 FT/ROLL		
3230	25	EA	10GA SOLID COPPER WIRE PURPLE	.2100	1,260.00
			6" SPLIT BELL REST 1100G2	51.0000	1,275.00
			STARBOND COAT, BLUE N&B F/C900		
			<b>Package Sub-total:</b>		<b>47,250.80</b>
			<b>6" FITTINGS</b>		
3280	3	EA	6" MJ TEE C153	87.0000	261.00
3290	9	EA	6" STAR GRIP MJ REST PVC 4000	27.0000	243.00
			W/STARBOND COATING		
3300	9	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	252.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>756.00</b>
3320	1	EA	6" MJ CROSS C153	126.0000	126.00
3330	4	EA	6" STAR GRIP MJ REST PVC 4000	27.0000	108.00
			W/STARBOND COATING		
3340	4	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	112.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>346.00</b>
3360	1	EA	6" MJ PLUG C153	33.0000	33.00
3370	1	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	28.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>61.00</b>
3390	1	EA	6" MJ 11-1/4 C153	46.0000	46.00
3400	2	EA	6" STAR GRIP MJ REST PVC 4000	27.0000	54.00
			W/STARBOND COATING		
3410	2	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	56.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>156.00</b>
3430	8	EA	6" MJ 22-1/2 C153	49.6800	397.44
3440	16	EA	6" STAR GRIP MJ REST PVC 4000	27.0000	432.00
			W/STARBOND COATING		
3450	16	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	448.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>1,277.44</b>
3470	22	EA	6" MJ 45 C153	49.0000	1,078.00
3480	44	EA	6" STAR GRIP MJ REST PVC 4000	27.0000	1,188.00
			W/STARBOND COATING		
3490	44	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	1,232.00
			BOLT - IMPORT		
			<b>Package Sub-total:</b>		<b>3,498.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	10

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>6" GATE VALVE</b>		
			<b>17 EACH</b>		
3540	17	EA	6" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	525.0000	8,925.00
3550	34	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	918.00
3560	34	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	952.00
3570	17	EA	461S VB COMP SCREW 18"X24"	39.0000	663.00
3580	17	EA	3" BRS VLV MARKER	15.0000	255.00
3590	17	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	425.00
3600	17	EA	TRACER WIRE ACCESS BOX	25.0000	425.00
			<b>Package Sub-total:</b>		<b>12,563.00</b>
			<b>BLOWOFF CAPS</b>		
3650	3	EA	6"X2" MJ TAPT CAP C153	43.8800	131.64
3660	3	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	81.00
3670	3	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	84.00
			<b>Package Sub-total:</b>		<b>296.64</b>
			<b>2" GATE VALVES</b>		
			<b>3 EACH</b>		
3720	3	EA	2" THD GV O/L L/ACC 316SS STEM A2362-08-LNS E454	275.0000	825.00
3730	3	EA	18-24 VB SQ HD #18 LID 18-RC M/RECLAIM WATER	70.0000	210.00
3740	3	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	75.00
3750	3	EA	3" BRS VLV MARKER	15.0000	45.00
3760	3	EA	TRACER WIRE ACCESS BOX	25.0000	75.00
			<b>Package Sub-total:</b>		<b>1,230.00</b>
			<b>2" FITTINGS</b>		
3800	3	EA	2" ADPT MIPXPJC NO LEAD 74753-22	68.0000	204.00
			<b>Package Sub-total:</b>		<b>204.00</b>
			<b>2" BLOW-OFF ASSEMBLY</b>		
			<b>1 EACH</b>		
3850	3	EA	2" ADPT MIPXPJC NO LEAD 74753-22	68.0000	204.00
3860	3	EA	2" SCH40 PVC CAP FIPT	2.0000	6.00
3870	100	FT	2X100' CTS ENDOCORE PURPLE PE	1.6500	165.00
			<b>Package Sub-total:</b>		<b>375.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	11

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>DOUBLE RECLAIM SERVICE SHORT 45 EACH</b>					
3930	45	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	2,520.00
3940	45	EA	FS313-690-IP4-EPDM		
			1" BALL CORP MIPXPJC 74704B-22	61.0000	2,745.00
			NO LEAD		
3950	90	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	7,920.00
			NO LEAD		
3960	90	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	360.00
3970	180	EA	3/4" METER CPLG LEAD FREE	6.0000	1,080.00
3980	90	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	8,280.00
			NO LEAD 718-207WX		
3990	270	EA	1" SS INSERT CTS 504385	3.0000	810.00
4000	45	EA	1" TEE PJCXFIP 74764-22	44.0000	1,980.00
			NO LEAD		
4010	500	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	275.00
4020	90	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	5,130.00
			FLORIDA RCLMD WTR NON LOCKING		
			MB W/PURPLE LID		
<b>Package Sub-total:</b>					<b>31,100.00</b>
<b>DOUBLE RECLAIM SERVICE LONG 34 EACH</b>					
4070	34	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	1,904.00
			FS313-690-IP4-EPDM		
4080	34	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	2,074.00
			NO LEAD		
4090	68	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	5,984.00
			NO LEAD		
4100	68	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	272.00
4110	136	EA	3/4" METER CPLG LEAD FREE	6.0000	816.00
4120	68	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	6,256.00
			NO LEAD 718-207WX		
4130	204	EA	1" SS INSERT CTS 504385	3.0000	612.00
4140	34	EA	1" TEE PJCXFIP 74764-22	44.0000	1,496.00
			NO LEAD		
4150	1700	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	935.00
4160	68	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	3,876.00
			FLORIDA RCLMD WTR NON LOCKING		
			MB W/PURPLE LID		
4170	1020	FT	2" SDR21 PVC PIPE PURPLE	.6500	663.00
<b>Package Sub-total:</b>					<b>24,888.00</b>
<b>SINGLE RECLAIM SERVICE SHORT 8 EACH</b>					
4220	8	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	448.00
			FS313-690-IP4-EPDM		
4230	8	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	488.00
			NO LEAD		
4240	8	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	704.00
			NO LEAD		
4250	8	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	32.00
4260	16	EA	3/4" METER CPLG LEAD FREE	6.0000	96.00
4270	8	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	736.00
			NO LEAD 718-207WX		
4280	16	EA	1" SS INSERT CTS 504385	3.0000	48.00
4290	100	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	55.00
4300	8	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	456.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1C	6018119	11/18/20	12

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			FLORIDA RCLMD WTR NON LOCKING MB W/PURPLE LID		
			<b>Package Sub-total:</b>		<b>3,063.00</b>
			<b>SINGLE RECLAIM SERVICE LONG 8 EACH</b>		
4350	8	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	448.00
			FS313-690-IP4-EPDM		
4360	8	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	488.00
4370	8	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	704.00
4380	8	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	32.00
4390	16	EA	3/4" METER CPLG LEAD FREE	6.0000	96.00
4400	8	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	736.00
4410	16	EA	1" SS INSERT CTS 504385	3.0000	48.00
4420	400	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	220.00
4430	8	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	456.00
			FLORIDA RCLMD WTR NON LOCKING MB W/PURPLE LID		
4440	240	FT	2" SDR21 PVC PIPE PURPLE	.6500	156.00
			<b>Package Sub-total:</b>		<b>3,384.00</b>
				Subtotal:	457,489.85
				Tax:	32,024.29
				Bid Total:	489,514.14

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By M.M 11/18/20 9:58:08

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Fortiline - Mike Mason

ADDRESS: 8504 E Adamo Dr #135 Tampa, FL 33619

TELEPHONE NUMBER: 813-539-3595

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 169,088.90

5. The sales tax associated with the price quote. \$ 10,195.33 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

OWNER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# QUOTE



\*\*Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. \*\*

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
200768	FORTILINE TAMPA	6018347	11/18/20	1

CUSTOMER	PROJECT INFORMATION
JON M HALL COMPANY 1400 MARTIN LUTHER KING JR BLVD SANFORD, FL 32771	NORTH RIVER RANCH PHASE 1D WEST

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>***** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. *****</p> <p>DATE: 11/18/20</p> <p>JOB NAME: NORTH RIVER RANCH PHASE 1D WEST</p> <p>LOCATION: MOCCASIN WALLOW RD</p> <p>SPECS: MANATEE</p> <p>ENGINEER: STANTEC</p> <p>DATE ON PLANS: 7/22/20</p> <p>SALESMAN: MIKE MASON</p> <p>CELL: 813-539-3595</p> <p>EMAIL: MIKE.MASON@FORTILINE.COM</p>		
			<b>STORM</b>		
420	880	FT	12" SDR35 PVC SEWER PIPE	8.8500	7,788.00
430	1	EA	12" SDR35 PVC 22-1/2 GXG	147.0000	147.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>Package Sub-total:</b>		<b>7,935.00</b>
<b>INLINE DRAINS</b>					
470	7	EA	12" INLINE DRN F/4" SDR35 PIPE	348.0000	2,436.00
480	4	EA	12" SDR35 PVC 90 GXG	200.0000	800.00
490	3	EA	12" SDR35 PVC TEE GXG	290.0000	870.00
			<b>Package Sub-total:</b>		<b>4,106.00</b>
<b>UNDERDRAIN</b>					
530	2700	FT	6"X100' SGW PIPE PERF W/SOCK	1.8500	4,995.00
540	8	RL	12.5'X360' FILTER FABRIC 500SY NONWOVEN	285.0000	2,280.00
			<b>Package Sub-total:</b>		<b>7,275.00</b>
<b>UNDERDRAIN CLEANOUTS 27 EACH</b>					
590	84	FT	6" SDR35 PVC SEWER PIPE	1.9800	166.32
600	27	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	405.00
610	27	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	351.00
620	54	EA	48" SS WORM GEAR CLAMP	6.0000	324.00
			<b>Package Sub-total:</b>		<b>1,246.32</b>
<b>SEWER</b>					
660	2128	FT	8" SDR26 PVC HW SEWER PIPE	4.9300	10,491.04
670	3	EA	2"X1000' SEWER DETECTOR TAPE	20.0000	60.00
			<b>Package Sub-total:</b>		<b>10,551.04</b>
<b>DROP MANHOLES 1 EACH</b>					
720	1	EA	8" SDR26 HW PVC 90 GXG	122.0000	122.00
730	1	EA	8" SDR26 HW PVC TEE GXG	93.0000	93.00
			<b>Package Sub-total:</b>		<b>215.00</b>
<b>INFLOW PROTECTORS 14 EACH</b>					
780	14	EA	25-1/2" INFLOW PROTECTOR	65.0000	910.00
			<b>Package Sub-total:</b>		<b>910.00</b>
<b>SINGLE SEWER SERVICE 8 EACH</b>					
830	420	FT	6" SDR26 PVC HW SEWER PIPE	2.9700	1,247.40

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
840	8	EA	8"X6" SDR26 HW PVC WYE GXG	63.0000	504.00
850	8	EA	6" SDR26 HW PVC 45 GXS	18.0000	144.00
860	8	EA	6" SDR26 HW PVC WYE GXG	49.0000	392.00
870	24	EA	6" SDR26 HW PVC 45 GXG	25.0000	600.00
880	8	EA	6" SDR35 PVC SPIGOT PLUG	6.0000	48.00
890	8	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	120.00
900	8	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	104.00
910	40	FT	2" SCH40 PVC PIPE BE	.9500	38.00
920	8	EA	2" SCH40 PVC CAP H	1.0000	8.00
<b>Package Sub-total:</b>					<b>3,205.40</b>
<b>DOUBLE SEWER SERVICE</b>					
<b>21 EACH</b>					
980	1302	FT	6" SDR26 PVC HW SEWER PIPE	2.9700	3,866.94
990	21	EA	8"X6" SDR26 HW PVC WYE GXG	63.0000	1,323.00
1000	21	EA	6" SDR26 HW PVC 45 GXS	18.0000	378.00
1010	63	EA	6" SDR26 HW PVC WYE GXG	49.0000	3,087.00
1020	63	EA	6" SDR26 HW PVC 45 GXG	25.0000	1,575.00
1030	42	EA	6" SDR35 PVC SPIGOT PLUG	6.0000	252.00
1040	42	EA	6" SDR35 PVC CO ADPT SW HXF	15.0000	630.00
1050	42	EA	6" SDR35 PVC CO PLUG RECESSED	13.0000	546.00
1060	42	EA	7621 CI CLEANOUT R&C M/SEWER	43.0000	1,806.00
1070	140	FT	2" SCH40 PVC PIPE BE	.9500	133.00
1080	42	EA	2" SCH40 PVC CAP H	1.0000	42.00
<b>Package Sub-total:</b>					<b>13,638.94</b>
<b>WATER</b>					
1120	1760	FT	8" C900 DR18 PIPE BLUE EPDM	8.5200	14,995.20
1130	340	FT	8" TJ DIP PR350	21.5200	7,316.80
1140	14	EA	8" TYTON GASKET EPDM	19.0000	266.00
1150	600	FT	3"-8" BLUE POLYWRAP 20"X300'	.5600	336.00
1160	2	EA	7613XR EMS MARKING TAPE 400M WATER 1,312.33 FT PER ROLL	1,646.0000	3,292.00
1170	2000	FT	10GA SOLID COPPER WIRE BLUE	.2100	420.00
1180	23	EA	8" SPLIT BELL REST 1100G2 STARBOND COAT, BLUE N&B F/C900	98.0000	2,254.00
<b>Package Sub-total:</b>					<b>28,880.00</b>
<b>TEMPORARY JUMPER ASSEMBLY</b>					
1230	1	EA	8X2 IP 502 SS SDL 8.63-9.05 502-0905X14 JCM	117.0000	117.00
1240	1	EA	2" BALL CORP MIPXFIP 73149B NO LEAD	213.0000	213.00
1250	1	EA	2"X48" GALV NIPPLE	42.0000	42.00
1260	1	EA	2" GALV 90	9.0000	9.00
1270	2	EA	2" GALV TEE	13.0000	26.00
1280	2	EA	2"X3/4" GALV HEX BUSHING	6.0000	12.00
1290	2	EA	3/4"X1/4" GALV HEX BUSHING	3.0000	6.00
1300	2	EA	2-1/2" 0-300 LIQ GAUGE 2-PG25	10.0000	20.00
1310	1	EA	2" RED PRS BFP 975XL2 LEAD-FREE	435.0000	435.00
1320	3	EA	2"X4" GALV NIPPLE	4.0000	12.00
<b>Package Sub-total:</b>					<b>892.00</b>

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>8" GATE VALVE</b>		
			<b>4 EACH</b>		
1370	4	EA	8" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	710.0000	2,840.00
1380	8	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	312.00
1390	8	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	256.00
1400	4	EA	461S VB COMP SCREW 18"X24"	39.0000	156.00
1410	4	EA	3" BRS VLV MARKER	15.0000	60.00
1420	4	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	100.00
1430	4	EA	TRACER WIRE ACCESS BOX	25.0000	100.00
			<b>Package Sub-total:</b>		<b>3,824.00</b>
			<b>8" FITTINGS</b>		
1470	17	EA	8" MJ 22-1/2 C153	69.0000	1,173.00
1480	34	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	1,326.00
1490	34	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	1,088.00
			<b>Package Sub-total:</b>		<b>3,587.00</b>
1510	12	EA	8" MJ 45 C153	70.0000	840.00
1520	24	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	936.00
1530	24	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	768.00
			<b>Package Sub-total:</b>		<b>2,544.00</b>
1550	1	EA	8" MJ 11-1/4 C153	63.0000	63.00
1560	2	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	78.00
1570	2	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	64.00
			<b>Package Sub-total:</b>		<b>205.00</b>
1590	1	EA	8" MJ TEE C153	126.0000	126.00
1600	3	EA	8" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	39.0000	117.00
1610	3	EA	8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	96.00
			<b>Package Sub-total:</b>		<b>339.00</b>
			<b>FIRE HYDRANT ASSEMBLY</b>		
			<b>3 EACH</b>		
1680	3	EA	8"X6" MJ HYD TEE C153	122.0000	366.00
1690	6	EA	8" STAR GRIP MJ REST PVC 4000	39.0000	234.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1700	6	EA	W/STARBOND COATING 8" MJ ACC L/GLAND W/EPDM BLUE BOLTS - IMPORT	32.0000	192.00
1710	3	EA	6" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	525.0000	1,575.00
1720	3	EA	5-1/4VO HYD 4'0" MANATEE A423 6MJ O/L L/ACC SAFETY YELLOW	2,100.0000	6,300.00
1730	6	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	162.00
1740	9	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	252.00
1750	40	FT	6" C900 DR18 PIPE BLUE EPDM	5.5700	222.80
1760	3	EA	461S VB COMP SCREW 18"X24"	39.0000	117.00
1770	3	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	75.00
1780	3	EA	TRACER WIRE ACCESS BOX	25.0000	75.00
1790	3	EA	3" BRS VLV MARKER	15.0000	45.00
1800	3	EA	BLUE HYDRANT PAVEMENT MARKER	5.0000	15.00
<b>Package Sub-total:</b>					<b>9,630.80</b>
<b>CHLORINE INJECTION POINT</b>					
<b>1 EACH</b>					
1870	1	EA	8X3/4 IP 502 SDL 8.63-9.05 502-0905X06IP JCM	105.0000	105.00
1880	1	EA	3/4" CORP STOP MIPXPJC 7470422 NO LEAD	32.0000	32.00
1890	100	FT	3/4"X100' CTS ENDOPURE 250PSI BLUE	.3500	35.00
1900	1	EA	3/4"BALL VLV PJCXFIP 76102W-22 NO LEAD	58.0000	58.00
1910	1	EA	3/4" HOSE BIBB NO LEAD	7.0000	7.00
<b>Package Sub-total:</b>					<b>237.00</b>
<b>SINGLE WATER SERVICE SHORT</b>					
<b>9 EACH</b>					
1960	9	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	540.00
1970	9	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	549.00
1980	9	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	792.00
1990	9	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	36.00
2000	18	EA	3/4" METER CPLG LEAD FREE	6.0000	108.00
2010	9	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	828.00
2020	18	EA	1" SS INSERT CTS 504385	3.0000	54.00
2030	100	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	55.00
2040	9	EA	19X10 OVAL MTR BOX 6423-WNL FL WATER METER NON-LOCKING MB W/BUE LID	52.0000	468.00
<b>Package Sub-total:</b>					<b>3,430.00</b>
<b>SINGLE WATER SERVICE LONG</b>					
<b>2 EACH</b>					

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	6

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2090	2	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	120.00
2100	2	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	122.00
2110	2	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	176.00
2120	2	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	8.00
2130	4	EA	3/4" METER CPLG LEAD FREE	6.0000	24.00
2140	2	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	184.00
2150	4	EA	1" SS INSERT CTS 504385	3.0000	12.00
2160	100	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	55.00
2170	2	EA	19X10 OVAL MTR BOX 6423-WNL FL WATER METER NON-LOCKING MB W/BLOCK LID	52.0000	104.00
2180	600	FT	2" SDR21 PVC PIPE BLUE	.6500	390.00
<b>Package Sub-total:</b>					<b>1,195.00</b>
<b>DOUBLE WATER SERVICE SHORT 5 EACH</b>					
2240	5	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	300.00
2250	5	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	305.00
2260	5	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	440.00
2270	10	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	40.00
2280	20	EA	3/4" METER CPLG LEAD FREE	6.0000	120.00
2290	20	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	1,840.00
2300	30	EA	1" SS INSERT CTS 504385	3.0000	90.00
2310	5	EA	1" TEE PJCXFIP 74764-22 NO LEAD	44.0000	220.00
2320	100	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	55.00
2330	10	EA	19X10 OVAL MTR BOX 6423-WNL FL WATER METER NON-LOCKING MB W/BLOCK LID	52.0000	520.00
<b>Package Sub-total:</b>					<b>3,930.00</b>
<b>DOUBLE WATER SERVICE LONG 16 EACH</b>					
2380	16	EA	8X1 IP FS313 SDL 8.63-9.05 FS313-905-IP4-EPDM	60.0000	960.00
2390	16	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	976.00
2400	32	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	2,816.00
2410	32	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	128.00
2420	64	EA	3/4" METER CPLG LEAD FREE	6.0000	384.00
2430	32	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	2,944.00
2440	96	EA	1" SS INSERT CTS 504385	3.0000	288.00
2450	16	EA	1" TEE PJCXFIP 74764-22 NO LEAD	44.0000	704.00
2460	800	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.5500	440.00
2470	32	EA	19X10 OVAL MTR BOX 6423-WNL	52.0000	1,664.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	7

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2480	400	FT	FL WATER METER NON-LOCKING MB W/BLOCK LID 2" SDR21 PVC PIPE BLUE	.6500	260.00
<b>Package Sub-total:</b>					<b>11,564.00</b>
<b>RECLAIM</b>					
2530	2120	FT	6" C900 DR18 PIPE PURPLE EPDM GASKET	5.5700	11,808.40
2540	200	FT	6" TJ DIP PR350	16.3400	3,268.00
2550	8	EA	6" TYTON GASKET EPDM	13.0000	104.00
2560	300	FT	3"-8" PURPLE POLYWRAP 20"X300'	.5600	168.00
2570	3	EA	7618-XR EMS MARKING TAPE 400M REUSE 1,312.33 FT/ROLL	1,646.0000	4,938.00
2580	2500	FT	10GA SOLID COPPER WIRE PURPLE	.2100	525.00
2590	6	EA	6" SPLIT BELL REST 1100G2 STARBOND COAT, BLUE N&B F/C900	51.0000	306.00
<b>Package Sub-total:</b>					<b>21,117.40</b>
<b>6" FITTINGS</b>					
2640	1	EA	6" MJ TEE C153	87.0000	87.00
2650	3	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	81.00
2660	3	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	84.00
<b>Package Sub-total:</b>					<b>252.00</b>
2690	31	EA	6" MJ 11-1/4 C153	46.0000	1,426.00
2700	62	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	1,674.00
2710	62	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	1,736.00
<b>Package Sub-total:</b>					<b>4,836.00</b>
2730	4	EA	6" MJ 45 C153	49.0000	196.00
2740	8	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	216.00
2750	8	EA	6" MJ ACC L/GLAND W/EPDM BLUE BOLT - IMPORT	28.0000	224.00
<b>Package Sub-total:</b>					<b>636.00</b>
<b>6" GATE VALVE 5 EACH</b>					
2800	5	EA	6" MJ GV O/L A2361-23-LNS E454 L/ACC 316SS STEM	525.0000	2,625.00
2810	10	EA	6" STAR GRIP MJ REST PVC 4000 W/STARBOND COATING	27.0000	270.00
2820	10	EA	6" MJ ACC L/GLAND W/EPDM BLUE	28.0000	280.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	8

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2830	5	EA	BOLT - IMPORT		
			461S VB COMP SCREW 18"X24"	39.0000	195.00
2840	5	EA	3" BRS VLV MARKER	15.0000	75.00
2850	5	EA	VLV BOX CENTER DEVICE BOXLOK-4	25.0000	125.00
2860	5	EA	TRACER WIRE ACCESS BOX	25.0000	125.00
			<b>Package Sub-total:</b>		<b>3,695.00</b>
			<b>DOUBLE RECLAIM SERVICE SHORT</b>		
			<b>15 EACH</b>		
2930	15	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	840.00
			FS313-690-IP4-EPDM		
2940	15	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	915.00
			NO LEAD		
2950	30	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	2,640.00
			NO LEAD		
2960	30	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	120.00
2970	60	EA	3/4" METER CPLG LEAD FREE	6.0000	360.00
2980	30	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	2,760.00
			NO LEAD 718-207WX		
2990	90	EA	1" SS INSERT CTS 504385	3.0000	270.00
3000	15	EA	1" TEE PJCXFIP 74764-22	44.0000	660.00
			NO LEAD		
3010	200	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	110.00
3020	30	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	1,710.00
			FLORIDA RCLMD WTR NON LOCKING		
			MB W/PURPLE LID		
			<b>Package Sub-total:</b>		<b>10,385.00</b>
			<b>DOUBLE RECLAIM SERVICE LONG</b>		
			<b>7 EACH</b>		
3070	7	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	392.00
			FS313-690-IP4-EPDM		
3080	7	EA	1" BALL CORP MIPXPJC 74704B-22	61.0000	427.00
			NO LEAD		
3090	14	EA	1" BALL VLV PJCXFIP 76102W-22	88.0000	1,232.00
			NO LEAD		
3100	14	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	56.00
3110	28	EA	3/4" METER CPLG LEAD FREE	6.0000	168.00
3120	14	EA	5/8"X3/4"X7" RESETTER BVXMSN	92.0000	1,288.00
			NO LEAD 718-207WX		
3130	42	EA	1" SS INSERT CTS 504385	3.0000	126.00
3140	7	EA	1" TEE PJCXFIP 74764-22	44.0000	308.00
			NO LEAD		
3150	400	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	220.00
3160	14	EA	19X10 OVAL MTR BOX 6423-RWNL	57.0000	798.00
			FLORIDA RCLMD WTR NON LOCKING		
			MB W/PURPLE LID		
3170	180	FT	2" SDR21 PVC PIPE PURPLE	.6500	117.00
			<b>Package Sub-total:</b>		<b>5,132.00</b>
			<b>SINGLE RECLAIM SERVICE SHORT</b>		
			<b>4 EACH</b>		
3220	4	EA	6X1 IP FS313 SDL 6.63-6.90	56.0000	224.00
			FS313-690-IP4-EPDM		

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
200768	NORTH RIVER RANCH PHASE 1D WEST	6018347	11/18/20	9

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3230	4	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	244.00
3240	4	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	352.00
3250	4	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	16.00
3260	8	EA	3/4" METER CPLG LEAD FREE	6.0000	48.00
3270	4	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	368.00
3280	8	EA	1" SS INSERT CTS 504385	3.0000	24.00
3290	100	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	55.00
3300	4	EA	19X10 OVAL MTR BOX 6423-RWNL FLORIDA RCLMD WTR NON LOCKING MB W/PURPLE LID	57.0000	228.00
<b>Package Sub-total:</b>					<b>1,559.00</b>
<b>SINGLE RECLAIM SERVICE LONG 5 EACH</b>					
3350	5	EA	6X1 IP FS313 SDL 6.63-6.90 FS313-690-IP4-EPDM	56.0000	280.00
3360	5	EA	1" BALL CORP MIPXPJC 74704B-22 NO LEAD	61.0000	305.00
3370	5	EA	1" BALL VLV PJCXFIP 76102W-22 NO LEAD	88.0000	440.00
3380	5	EA	1"X3/4" BRASS HEX BUSH NO LEAD	4.0000	20.00
3390	10	EA	3/4" METER CPLG LEAD FREE	6.0000	60.00
3400	5	EA	5/8"X3/4"X7" RESETTER BVXMSN NO LEAD 718-207WX	92.0000	460.00
3410	10	EA	1" SS INSERT CTS 504385	3.0000	30.00
3420	300	FT	1X100' CTS ENDOCORE PURPLE PE	.5500	165.00
3430	5	EA	19X10 OVAL MTR BOX 6423-RWNL FLORIDA RCLMD WTR NON LOCKING MB W/PURPLE LID	57.0000	285.00
3440	140	FT	2" SDR21 PVC PIPE PURPLE	.6500	91.00
<b>Package Sub-total:</b>					<b>2,136.00</b>
Subtotal:					169,088.90
Tax:					11,836.22
Bid Total:					180,925.12

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By M.M 11/18/20 13:21:55

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

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

## FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

### Funding Request 2021-05 - 2021-10


FR #	Description	Amount	Total
2021-05	RIPA & Associates- Phase 1B	\$78,811.81	
	RiPA & Associates- Phase 1D	\$41,738.06	
			\$120,549.87
2021-06	Revised 1/1/2021	\$211,690.37	
			\$211,690.37
2021-07	Premier Outdoor Lighting	\$13,675.00	
	Sunrise Landcare	\$47,685.25	
	Woodruff & Sons	\$141,001.33	
			\$202,361.58
2021-08	RIPA & Associates	\$ 82,855.42	
			\$ 82,855.42
2021-09	RIPA & Associates	\$45,446.81	
			\$45,446.81
2021-10	SignPro Studios	\$35,925.00	
	Stantec	\$1,811.25	
			\$37,736.25

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-05**  
11/20/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
<b>1</b>	<b>RIPA &amp; Associates</b>			
	Brightwood Phase 1B - Pay Application 11 Through 10/31/2020	--	78,811.81	
	Brightwood Phase 1D East - Pay Application 11 Through 10/31/2020	--		41,738.06
		Subtotal	\$ 78,811.81	\$ 41,738.06
		<b>TOTAL</b>	<b>\$120,549.87</b>	

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

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

*Received via email on Monday, November 30, 2020 - ALane*

## Amanda Lane

---

**From:** Kris Watts <kwatts@nealcommunities.com>  
**Sent:** Monday, December 14, 2020 11:07 AM  
**To:** Amanda Lane  
**Subject:** Fieldstone FR2021-06

**EXTERNAL EMAIL:** Use care with links and attachments.

Hi Amanda,

Regarding Fieldstone CDD FR 2021-06 – Windward Building Group:

Pay App #1 for North Rvr Rch Veran Amenity through 11/30/2020 - \$28,379.97

Pay App #1 for North Rvr Rch Riverfield Eastside Entry through 11/30/2020 – \$5,938.19.

Both of these are related to the Moccasin Wallow/Morgan’s Glen CDD and should not be included on this funding request. We are paying all line items except those two.

Let me know if you have questions/concerns. Also, sorry for the heavily marked up copy...but this is what we have to do prior to paying.

Original FR 2021-06	246,008.53
Less Veran Amenity	(28,379.97)
Less Riverfield Eastside Entry	(5,938.19)
Revised FR 2021-06	211,690.37

Lansdowne 200 - Ph 1B/DE - J/LPG/NLLPG/200/1260/08 kw

Lansdowne Master - J/LPG/NLLPG/010/1910/08 kw

LANSDDWNE 100-16,1DWCDD J/LPG/NLLPG/100/1910/08 kw

FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT

Funding Request No. 2021-06  
12/4/2020

Item No.	Payee	Invoice No.	Construction Fund	Grand Reserve	Brightwood Phase 1B	Brightwood Phase 1D East
1	Chubbler's Propane Gas Propane Tank Parts & Labor	39179	\$ 800.00			
2	PECO Communications and Utilities PECO Backbone Conduit System	PEBW-10-02				28,854.50
3	Greco Office Construction Framing & Decking			\$ 45,000.00		
4	RPA & Associates NRR Trailer Layout Area (A)	RA201202	\$ 101,371.25			
5	SignPro Studios Pavilion Area - Miscellaneous Signs	T94-2020			\$ 600.00	
6	Windward Building Group Pay App 1 for North Riv Vican Amenity Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Brightwood Entry) Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Main Entry) Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Riverfield Eastside Entry) Through 11/30/2020		\$ 28,379.97 \$ 16,180.38 \$ 18,884.24 \$ 5,938.13			
Subtotal			\$ 171,554.03	\$ 45,000.00	\$ 600.00	\$ 28,854.50
TOTAL				\$246,004.53		

int  
2/3 J/LPG/NLLPG/010/1710/08

\$ 16,180.38  
\$ 18,884.24  
85,064.62

Vivian Carvalho  
Secretary / Assistant Secretary

*[Signature]*  
Chairman / Vice Chairman

Mail should be sent to:  
Fieldstone CDD  
c/o Palmetto Associates  
12051 Cypress Boulevard  
Orlando, FL 32817  
(407) 382-3256

MCCLELLAN WALLON - MGSJV CDD

J/MGSJV/NLMGSJV/200/1910/08

LINE 1 - \$ 28,379.97

LINE 4 J/MGSJV/NLMGSJV/200/1710/08

J/LPG/NLLPG/200/1910/08 kw

OK  
12/8/20

**Kris Watts**  
Senior Accountant  
941-328-1042 Ofc  
941-328-1049 Fax  
5800 Lakewood Ranch Blvd  
Sarasota, FL 34240  
[kwatts@nealcommunities.com](mailto:kwatts@nealcommunities.com)  
[NealCommunities.com](http://NealCommunities.com)



# **NEAL**COMMUNITIES

**Where You Live Matters**

Confidentiality Notice - This message is being sent by or on behalf of Neal Communities. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-06  
12/4/2020

Item No.	Payee	Invoice No.	Construction Fund	Grand Reserve	Brightwood Phase 1B	Brightwood Phase 1D East
1	<b>Detweiler's Propane Gas</b> Propane Tank Parts & Labor	39179	\$ 800.00			
2	<b>FEDCO Communications and Utilities</b> PRECO Backbone Conduit System	PEBW-1D-02				\$ 28,854.50
3	<b>Greene Marine Construction</b> Framing & Decking	-		\$ 45,000.00		
4	<b>RIPA &amp; Associates</b> NRR Trailer Layout Area (A)	RA201202	\$ 101,371.25			
5	<b>SignPro Studios</b> Pavilion Area - Miscellaneous Signs	194-2020			\$ 600.00	
6	<b>Windward Building Group</b> Pay App 1 for North Rvr Veran Amenity Through 11/30/2020 Pay App 1 for North Rvr Rch-Main&Vil Entries (Brightwood Entry) Through 11/30/2020 Pay App 1 for North Rvr Rch-Main&Vil Entries (Main Entry) Through 11/30/2020 Pay App 1 for North Rvr Rch-Main&Vil Entries (Riverfield Eastside Entry) Through 11/30/2020	-- -- -- --	\$ 28,379.97 \$ 16,180.38 \$ 18,884.24 \$ 5,938.19			
Subtotal			\$ 171,554.03	\$ 45,000.00	\$ 600.00	\$ 28,854.50
<b>TOTAL</b>				<b>\$246,008.53</b>		

*Vivian Carvalho*

Secretary / Assistant Secretary

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

  
Chairman / Vice Chairman

**RECEIVED**  
By Amanda Lane at 9:35 am, Dec 07, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-07**  
12/18/2020

Item No.	Payee	Invoice No.	Construction Fund	Brightwood Phase 1B
1	<b>Premier Outdoor Lighting</b> Fort Hamer Entrance Lighting 50% Deposit	20979	\$ 13,675.00	
2	<b>Sunrise Landcare</b> New Landscape and Irrigation	72230		\$ 47,685.25
3	<b>Woodruff &amp; Sons</b> Fort Hamer Road Ext Ph 1 Pay App 2677-14 Through 10/31/20	-	\$ 141,001.33	
		Subtotal	\$ 154,676.33	\$ 47,685.25
		<b>TOTAL</b>	<b>\$202,361.58</b>	

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

**RECEIVED**  
By Amanda Lane at 9:30 am, Dec 23, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-08 (Brightwood Phase 1B)**  
12/24/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1B
1	<b>RIPA &amp; Associates</b> Pay Application 12RET for Project 01-1926 Through 12/31/2020	--	\$ 82,855.42
<b>TOTAL</b>			<b>\$82,855.42</b>

*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

**RECEIVED**  
By Amanda Lane at 11:55 am, Dec 24, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-09 (Brightwood Phase 1D East)**  
12/24/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1D East
1	<b>RIPA &amp; Associates</b> Pay Application 12RET for Project 01-1926A Through 12/31/2020	--	\$ 45,446.81
<b>TOTAL</b>			<b>\$ 45,446.81</b>

*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

**RECEIVED**  
*By Amanda Lane at 11:55 am, Dec 24, 2020*


**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-10 (Ft. Hamer)**  
12/24/2020

Item No.	Payee	Invoice No.	Ft. Hamer
1	<b>SignPro Studios</b> Box Logo Towner / Letters and Graphics for Signs	202-2020	\$ 35,925.00
2	<b>Stantec</b> Engineering Services Through 12/11/2020	1739124	\$ 1,811.25
<b>TOTAL</b>			<b>\$ 37,736.25</b>

*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

**RECEIVED**

By Amanda Lane at 11:55 am, Dec 24, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations #06-10

## FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

### Payment Authorizations # 06-10

PA #	Description	Amount	Total
2021-06	Florida State Fence	\$625.00	
	Ken Burton Jr. Tax Collector	\$19.16	
	Ken Burton Jr. Tax Collector	\$28.74	
	PFM Group Consulting	\$45.39	
	Sunrise Landcare	\$7,888.87	
	Supervisor Fees	\$1,000.00	
	Vglobal Tech	\$100.00	
	Vogler Ashton	\$1,492.00	
			\$11,199.16
2021-07	Eco-Logic Services	\$1,275.00	
	Frontier	\$314.33	
	MacroLease	\$695.00	
	Manatee County Utilities Department	\$425.06	
	Manatee County Utilities Department	\$72.97	
	Manatee County Utilities Department	\$345.85	
	Neal Land & Neighborhoods	-\$7.00	
	Peace River Electric Cooperative	\$1,047.79	
	Peace River Electric Cooperative	\$659.67	
	Peace River Electric Cooperative	\$31.88	
	Peace River Electric Cooperative	\$54.21	
	Peace River Electric Cooperative	\$481.29	
	Southern Land Services of Southwest Florida	\$337.50	
	Southern Land Services of Southwest Florida	\$3,600.00	
	Southern Land Services of Southwest Florida	\$600.00	
	Vglobal Tech	\$100.00	
			\$10,033.55
2021-08	Envera	\$794.00	
	Jan-Pro of Manasota	\$325.62	
	Jan-Pro of Manasota	\$470.00	
	Southern Land Services of Southwest Florida	\$2,880.00	
	Southern Land Services of Southwest Florida	\$6,650.00	
	Supervisor Fees	\$1,000.00	
	US Bank	\$4,031.25	
			\$16,150.87
2021-09	DayStar Exterior Cleaning	\$1,155.00	



	<b>MI-BOX</b>	<b>\$189.00</b>	
	<b>PFM Group Consulting</b>	<b>\$3,333.33</b>	
	<b>Peace River Electric Cooperative</b>	<b>\$500.00</b>	
	<b>Peace River Electric Cooperative</b>	<b>\$100.00</b>	
	Peace River Electric Cooperative	\$100.00	
	<b>Southern Land Services of Southwest Florida</b>	<b>\$900.00</b>	
	<b>Southern Land Services of Southwest Florida</b>	<b>\$3,354.00</b>	
	<b>Southern Land Services of Southwest Florida</b>	<b>\$525.00</b>	
	<b>Sunrise Landcare</b>	<b>\$7,888.87</b>	
	<b>Vogler Ashton</b>	<b>\$586.00</b>	
			<b>\$18,631.20</b>
<b>2021-10</b>	<b>Manatee County Utilities Department</b>	<b>\$425.06</b>	
	<b>Manatee County Utilities Department</b>	<b>\$72.97</b>	
	<b>Manatee County Utilities Department</b>	<b>\$345.85</b>	
	<b>PFM Group Consulting</b>	<b>\$28.68</b>	
	<b>PRECO</b>	<b>\$1,091.68</b>	
	<b>PRECO</b>	<b>\$659.67</b>	
	<b>PRECO</b>	<b>\$32.00</b>	
	<b>PRECO</b>	<b>\$55.46</b>	
	<b>PRECO</b>	<b>\$481.29</b>	
	<b>S&amp;G Pools</b>	<b>\$900.00</b>	
	<b>S&amp;G Pools</b>	<b>\$900.00</b>	
	<b>S&amp;G Pools</b>	<b>\$900.00</b>	
	<b>S&amp;G Pools</b>	<b>\$900.00</b>	
	<b>Southern Land Services of Southwest Florida</b>	<b>\$2,200.00</b>	
	<b>Stantec Consulting Services</b>	<b>\$20,201.25</b>	
			<b>\$29,193.91</b>

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 006**  
11/20/2020

Item No.	Payee	Invoice No.	General Fund
1	<b>Florida State Fence</b> Latch Swap Outs	134500	\$ 625.00
2	<b>Ken Burton Jr., Tax Collector</b> FY 2021 Property Tax FY 2021 Property Tax	401917059 401917459	\$ 19.16 \$ 28.74
3	<b>PFM Group Consulting</b> October Reimbursables	OE-EXP-11-18	\$ 45.39
4	<b>Sunrise Landcare</b> October Landscaping	71929	\$ 7,888.87
5	<b>Supervisor Fees - 11/11/2020 Meeting</b> Dale Weidemiller John Blakley Pete Williams Sandy Foster Priscilla Heim	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
6	<b>VGlobalTech</b> November Website Maintenance	2114	\$ 100.00
7	<b>Vogler Ashton</b> General Counsel Through 10/31/2020	6291	\$ 1,492.00
<b>TOTAL</b>			<b>\$11,199.16</b>

*Vivian Carvalho*  
\_\_\_\_\_  
Secretary / Assistant Secretary

  
\_\_\_\_\_  
Chairman / Vice Chairman

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

**RECEIVED**

*By Amanda Lane at 9:35 am, Dec 07, 2020*

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 007  
12/4/2020

Item No.	Payee	Invoice No.	General Fund
1	<b>Eco-Logic Services</b> December Lake Maintenance	900	\$ 1,275.00
2	<b>Frontier</b> Pavilion Service 11/23/2020 - 12/22/2020	--	314.33
3	<b>MacroLease</b> FitRev Lease Installment	296986	\$ 695.00
4	<b>Manatee County Utilities Department</b> 11510 Little River Way ; Service 10/19/2020 - 11/16/2020 8905 Grand River Pkwy ; Service Through 11/23/2020 11539 Little River Way ; Service Through 11/23/2020	-- -- --	\$ 425.06 \$ 72.97 \$ 345.85
5	<b>Neal Land &amp; Neighborhoods</b> Notice Boards Credit	--	\$ (7.00)
6	<b>Peace River Electric Cooperative</b> 11510 Little River Way Amenity Center ; Service 10/19/2020 - 11/18/2020 Grande River Parkway Roadway Street Lights ; Service 10/19/2020 - 11/18/2020 11539 Little River Way Irrigation Control ; Service 10/19/2020 - 11/18/2020 8905 Grand River Pkwy Monument Lighting ; Service 10/19/2020 - 11/18/2020 Fieldstone Lot Decorative Lights ; Service 10/19/2020 - 11/18/2020	-- -- -- -- --	\$ 1,047.79 \$ 659.67 \$ 31.88 \$ 54.21 \$ 481.29
7	<b>Southern Land Services of Southwest Florida</b> November Street Sweeping & SWPPP Maintenance Ph 1B & 1D Clean Up, Ph 1B Seed & Mulch December Street Sweeping & SWPPP Maintenance	110620-43 112020-6 112020-45	\$ 337.50 \$ 3,600.00 \$ 600.00
8	<b>VGlobalTech</b> December Website Maintenance	2192	\$ 100.00
<b>TOTAL</b>			<b>\$10,033.55</b>

*Vivian Carvalho*  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

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

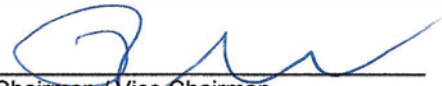
**RECEIVED**  
By Amanda Lane at 9:35 am, Dec 07, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 008**  
12/11/2020

Item No.	Payee	Invoice No.	General Fund
	<b>Envera</b>		
	January Security Services	697420	\$ 794.00
2	<b>Jan-Pro of Manasota</b>		
	November Brightwood Pavilion Cleaning	64173	325.62
	December Brightwood Pavilion Cleaning	64174	470.00
3	<b>Southern Land Services of Southwest Florida</b>		
	November Mowing of Phases 1B, 1D, Ponds	112720-114	\$ 2,880.00
	Seed, Mulch, Silt Fence	120420-10	\$ 6,650.00
	<b>Supervisor Fees - 12/09/2020 Meeting</b>		
	Dale Weidemiller	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Sandy Foster	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	<b>US Bank</b>		
	Series 2019 Morgan's Glen Trustee Services 11/01/2020 - 10/31/2021	5948258	\$ 4,031.25
<b>TOTAL</b>			<b>\$16,150.87</b>

*Venessa Ripoll*  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

Make check payable to:  
Fieldstone CDD  
c/o ishkind associates  
12051 Corporate Boulevard  
Orlando, FL 17  
(407) 382-3256

**RECEIVED**

*By Amanda Lane at 3:18 pm, Dec 14, 2020*

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 009  
12/18/2020

Item No.	Payee	Invoice No.	General Fund
1	<b>DayStar Exterior Cleaning</b> December Amenity Maintenance	12207	\$ 1,155.00
2	<b>MI-BOX</b> Box Rental	4166	189.00
3	<b>PFM Group Consulting</b> DM Fee: December 2020	DM-12-2020-0014	\$ 3,333.33
4	<b>Peace River Electric Cooperative</b> Arrow Creek Dr. ; New Service Deposit Sign at Ft Hamer and Moccasin Wallow ; New Service Deposit Sign at Ft Hamer and Little River Way ; New Service Deposit	Acct: 168751012 Acct: 168751013 Acct: 168751014	\$ 500.00 \$ 100.00 \$ 100.00
5	<b>Southern Land Services of Southwest Florida</b> September SWPPP Maintenance September Ph 1B & 1D Mowing & Bushhogging September Street Sweeping & SWPPP Maintenance	-- 091820-154 092520-63 092520-144	\$ 900.00 \$ 3,354.00 \$ 525.00
6	<b>Sunrise Landcare</b> November Landscape Maintenance	72249	\$ 7,888.87
7	<b>Vogler Ashton</b> General Counsel Through 11/30/2020	6388	\$ 586.00
<b>TOTAL</b>			<b>\$18,631.20</b>

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

**RECEIVED**

*By Amanda Lane at 9:30 am, Dec 23, 2020*

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 010**  
12/24/2020

Item No.	Payee	Invoice No.	General Fund
1	<b>Manatee County Utilities Department</b>		
	11510 Little River Way ; Service 10/19/2020 - 11/16/2020	Acct: 312296-162425	\$ 425.06
	8905 Grand River Pkwy ; Service Through 11/23/2020	Acct: 312296-164615	\$ 72.97
	11539 Little River Way ; Service Through 11/23/2020	Acct: 312296-164711	\$ 345.85
2	<b>PFM Group Consulting</b>		
	November Reimbursables	OE-EXP-12-18	28.68
3	<b>PRECO</b>		
	11510 Little River Way ; Service 11/18/2020 - 12/18/2020	Acct: 168751001	\$ 1,091.68
	Grand River Parkway ; Service 11/18/2020 - 12/18/2020	Acct: 168751003	\$ 659.67
	11539 Little River Way ; Service 11/18/2020 - 12/18/2020	Acct: 168751004	\$ 32.00
	8905 Grand River Parkway ; Service 11/18/2020 - 12/18/2020	Acct: 168751005	\$ 55.46
	Fieldstone CDD ; Service 11/18/2020 - 12/18/2020	Acct: 168751007	\$ 481.29
4	<b>S&amp;G Pools</b>		
	September Commercial Pool Service	9320	\$ 900.00
	October Commercial Pool Service	1020	\$ 900.00
	November Commercial Pool Service	1120	\$ 900.00
	December Commercial Pool Service	1220	\$ 900.00
5	<b>Southern Land Services of Southwest Florida</b>		
	Bushhogging, Brushcutting, Trash Cleanup	121820-8	\$ 2,200.00
6	<b>Stantec Consulting Services</b>		
	Engineering Services Through 12/11/2020	1739125	\$ 20,201.25
<b>TOTAL</b>			<b>\$ 29,193.91</b>

*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

**RECEIVED**

By Amanda Lane at 11:55 am, Dec 24, 2020

**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions # 2019-192 – 2019-  
194

Fieldstone Community Development District

Series 2019  
Series 2019 COI Construction

<u>Number</u>	<u>Fiscal Year</u>	<u>Date</u> <u>Prepped</u>	<u>Vendor</u>	<u>Amount</u>	<u>Amount</u>
S2019-192	2021	12/11/2020	Driggers Engineering Services	\$ -	\$ 1,230.00
S2019-193	2021	12/11/2020	Peace River Electric Cooperativ	\$ -	\$ 2,977.00
S2019-194	2021	12/18/2020	Dewberry Engineers	\$ -	\$ 1,500.00



**FIELDSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

**Fieldstone CDD**  
Statement of Financial Position  
As of 12/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$250,281.41				\$250,281.41
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		142,009.67			142,009.67
Debt Service Reserve (Series 2019)		166,060.50			166,060.50
Debt Service Reserve (Morgan's Glen)		91,059.88			91,059.88
Revenue (Series 2019)		151,451.97			151,451.97
Revenue (Morgan's Glen)		1,609.11			1,609.11
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)		745,904.06			745,904.06
Prepayment A2 (Morgan's Glen)		346,773.22			346,773.22
Accounts Receivable - Due from Developer			\$543,866.47		543,866.47
Acquisition/Construction (Series 2019)			32,791.51		32,791.51
Acquisition/Construction (Morgan's Glen)			3,578,189.66		3,578,189.66
Restricted Acq/Constr (Morgan's Glen)			2.82		2.82
Total Current Assets	<u>\$386,763.70</u>	<u>\$2,165,288.85</u>	<u>\$4,154,850.46</u>	<u>\$0.00</u>	<u>\$6,706,903.01</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,502,858.99	\$1,502,858.99
Amount To Be Provided				21,902,141.01	21,902,141.01
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>
<b>Total Assets</b>	<b><u>\$386,763.70</u></b>	<b><u>\$2,165,288.85</u></b>	<b><u>\$4,154,850.46</u></b>	<b><u>\$23,405,000.00</u></b>	<b><u>\$30,111,903.01</u></b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$66,692.64				\$66,692.64
Deferred Revenue	135,444.35				135,444.35
Deferred Revenue		\$520,420.19			520,420.19
Accounts Payable			\$832,485.55		832,485.55
Retainage Payable			666,725.32		666,725.32
Deferred Revenue			543,866.47		543,866.47
Total Current Liabilities	<u>\$202,136.99</u>	<u>\$520,420.19</u>	<u>\$2,043,077.34</u>	<u>\$0.00</u>	<u>\$2,765,634.52</u>
<b><u>Long Term Liabilities</u></b>					
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>\$0.00</u>	<u>\$23,405,000.00</u>	<u>\$23,405,000.00</u>
<b>Total Liabilities</b>	<b><u>\$202,136.99</u></b>	<b><u>\$520,420.19</u></b>	<b><u>\$2,043,077.34</u></b>	<b><u>\$23,405,000.00</u></b>	<b><u>\$26,170,634.52</u></b>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$207,466.74				\$207,466.74
Current Year Net Assets, Unrestricted	47,455.68				47,455.68
Net Assets - General Government	5,970.95				5,970.95
Current Year Net Assets - General Government	(76,266.66)				(76,266.66)
Net Assets, Unrestricted		\$676,334.67			676,334.67
Current Year Net Assets, Unrestricted		968,533.99			968,533.99
Net Assets, Unrestricted			\$4,446,290.88		4,446,290.88
Current Year Net Assets, Unrestricted			(2,334,517.76)		(2,334,517.76)
<b>Total Net Assets</b>	<b><u>\$184,626.71</u></b>	<b><u>\$1,644,868.66</u></b>	<b><u>\$2,111,773.12</u></b>	<b><u>\$0.00</u></b>	<b><u>\$3,941,268.49</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$386,763.70</u></b>	<b><u>\$2,165,288.85</u></b>	<b><u>\$4,154,850.46</u></b>	<b><u>\$23,405,000.00</u></b>	<b><u>\$30,111,903.01</u></b>

**Fieldstone CDD**  
**Statement of Activities**  
As of 12/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$63,935.28				\$63,935.28
Off-Roll Assessments	25,726.40				25,726.40
Developer Contributions	152.01				152.01
Inter-Fund Transfers In	47,455.68				47,455.68
On-Roll Assessments		\$245,659.67			245,659.67
Off-Roll Assessments		42,080.00			42,080.00
Other Assessments		1,488,151.95			1,488,151.95
Developer Contributions			\$376,509.42		376,509.42
Inter-Fund Transfers In			(47,455.68)		(47,455.68)
<b>Total Revenues</b>	<b>\$137,269.37</b>	<b>\$1,775,891.62</b>	<b>\$329,053.74</b>	<b>\$0.00</b>	<b>\$2,242,214.73</b>
<b><u>Expenses</u></b>					
Supervisor Fees	\$3,000.00				\$3,000.00
POL Insurance	2,421.00				2,421.00
Trustee Services	11,183.94				11,183.94
District Management	9,999.99				9,999.99
Engineering	20,201.25				20,201.25
District Counsel	2,078.00				2,078.00
Assessment Administration	12,500.00				12,500.00
Audit	1,500.00				1,500.00
Postage & Shipping	74.07				74.07
Legal Advertising	617.76				617.76
Miscellaneous	782.89				782.89
Property Taxes	47.90				47.90
Web Site Maintenance	300.00				300.00
Dues, Licenses, and Fees	175.00				175.00
Electric	3,404.03				3,404.03
Clubhouse Electric	3,192.31				3,192.31
Water Reclaimed	2,579.78				2,579.78
Amenity - Cable TV / Internet	881.00				881.00
Amenity - Landscape Maintenance	8,658.00				8,658.00
Amenity - Irrigation Repairs	1,290.00				1,290.00
Amenity - Pool Maintenance	2,700.00				2,700.00
Amenity - Janitorial	795.62				795.62
Amenity - Pest Control	2,049.74				2,049.74
Amenity - Security	794.00				794.00

**Fieldstone CDD**  
**Statement of Activities**  
As of 12/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
Equipment Rental	4,339.00				4,339.00
General Insurance	2,960.00				2,960.00
Property & Casualty Insurance	14,272.00				14,272.00
Irrigation - Repair and Maintenance	95.88				95.88
Lake Maintenance	9,675.00				9,675.00
Landscaping Maintenance & Material	24,658.00				24,658.00
Landscape Improvements	11,025.00				11,025.00
Contingency	250.00				250.00
Equipment Repair & Maintenance	625.00				625.00
Cleaning	6,657.50				6,657.50
Lighting	309.50				309.50
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			\$113,599.59		113,599.59
Contingency			2,550,017.41		2,550,017.41
<b>Total Expenses</b>	<u>\$166,093.16</u>	<u>\$807,365.00</u>	<u>\$2,663,617.00</u>	<u>\$0.00</u>	<u>\$3,637,075.16</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$12.81				\$12.81
Interest Income		\$7.37			7.37
Interest Income			\$45.50		45.50
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<u>\$12.81</u>	<u>\$7.37</u>	<u>\$45.50</u>	<u>\$0.00</u>	<u>\$65.68</u>
<b>Change In Net Assets</b>	(\$28,810.98)	\$968,533.99	(\$2,334,517.76)	\$0.00	(\$1,394,794.75)
<b>Net Assets At Beginning Of Year</b>	<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>
<b>Net Assets At End Of Year</b>	<u><u>\$184,626.71</u></u>	<u><u>\$1,644,868.66</u></u>	<u><u>\$2,111,773.12</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,941,268.49</u></u>

**Fieldstone CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2020**

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 63,935.28	\$ 142,853.63	\$ (78,918.35)	\$ 571,414.50
Off-Roll Assessments	25,726.40	-	25,726.40	-
Developer Contributions	152.01	-	152.01	-
<b>Net Revenues</b>	<b>\$ 89,813.69</b>	<b>\$ 142,853.63</b>	<b>\$ (53,039.94)</b>	<b>\$ 571,414.50</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 12,000.00
POL Insurance	2,421.00	634.25	1,786.75	2,537.00
Trustee Services	11,183.94	1,500.00	9,683.94	6,000.00
District Management	9,999.99	10,000.00	(0.01)	40,000.00
Engineering	20,201.25	6,250.00	13,951.25	25,000.00
Dissemination Agent	-	2,500.00	(2,500.00)	10,000.00
District Counsel	2,078.00	6,250.00	(4,172.00)	25,000.00
Assessment Administration	12,500.00	3,125.00	9,375.00	12,500.00
Reamortization Schedules	-	62.50	(62.50)	250.00
Audit	1,500.00	1,500.00	-	6,000.00
Arbitrage Calculation	-	300.00	(300.00)	1,200.00
Postage & Shipping	74.07	25.00	49.07	100.00
Legal Advertising	617.76	1,250.00	(632.24)	5,000.00
Miscellaneous	782.89	1,250.00	(467.11)	5,000.00
Property Taxes	47.90	-	47.90	-
Web Site Maintenance	300.00	675.00	(375.00)	2,700.00
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00
Activities Director of Fun	-	5,000.00	(5,000.00)	20,000.00
Maintenance Staff	-	2,000.00	(2,000.00)	8,000.00
Mitigation	-	300.00	(300.00)	1,200.00
Stormwater - Repair and Maintenance	-	2,500.00	(2,500.00)	10,000.00
<b>Total General &amp; Administration Expenses</b>	<b>\$ 64,881.80</b>	<b>\$ 48,165.50</b>	<b>\$ 16,716.30</b>	<b>\$ 192,662.00</b>
<b><u>Brightwood Pavilion - Amenity</u></b>				
Clubhouse Electric	\$ 3,192.31	\$ 1,500.00	\$ 1,692.31	\$ 6,000.00
Clubhouse Water	-	90.00	(90.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	881.00	1,650.00	(769.00)	6,600.00
Amenity - Landscape Maintenance	8,658.00	2,500.00	6,158.00	10,000.00
Amenity - Irrigation Repairs	1,290.00	-	1,290.00	-
Amenity - Pool Maintenance	2,700.00	2,700.00	-	10,800.00
Amenity - Exterior Cleaning	795.62	1,710.00	(914.38)	6,840.00
Amenity - Interior Cleaning	-	1,200.00	(1,200.00)	4,800.00
Amenity - Pest Control	2,049.74	-	2,049.74	-
Amenity - Fitness Equipment Leasing	-	2,085.00	(2,085.00)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	794.00	2,382.00	(1,588.00)	9,528.00
<b>Total Brightwood Pavilion - Amenity Expenses</b>	<b>\$ 20,360.67</b>	<b>\$ 15,817.00</b>	<b>\$ 4,543.67</b>	<b>\$ 63,268.00</b>

**Fieldstone CDD**  
 Budget to Actual  
 For the Month Ending 12/31/2020

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<b><u>Riverfield Verandah - Amenity</u></b>				
Clubhouse Electric	\$ -	\$ 937.50	\$ (937.50)	\$ 3,750.00
Clubhouse Water	-	67.50	(67.50)	270.00
Amenity - Cable TV / Internet / Wi-Fi	-	750.00	(750.00)	3,000.00
Amenity - Landscape Maintenance	-	1,125.00	(1,125.00)	4,500.00
Amenity - Pool Maintenance	-	1,620.00	(1,620.00)	6,480.00
Amenity - Exterior Cleaning	-	1,125.00	(1,125.00)	4,500.00
Amenity - Interior Cleaning	-	888.75	(888.75)	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	1,339.88	(1,339.88)	5,359.50
<b>Total Riverfield Verandah - Amenity Expenses</b>	<b>\$ -</b>	<b>\$ 7,853.63</b>	<b>\$ (7,853.63)</b>	<b>\$ 31,414.50</b>
<b><u>Field Expenses</u></b>				
Electric	\$ 3,404.03	\$ 3,000.00	\$ 404.03	\$ 12,000.00
Equipment Rental	4,339.00	2,500.00	1,839.00	10,000.00
General Insurance	2,960.00	704.75	2,255.25	2,819.00
Property & Casualty Insurance	14,272.00	1,812.75	12,459.25	7,251.00
Water Reclaimed	2,579.78	3,750.00	(1,170.22)	15,000.00
Irrigation - Repair and Maintenance	95.88	1,250.00	(1,154.12)	5,000.00
Lake Maintenance	9,675.00	6,250.00	3,425.00	25,000.00
Landscaping Maintenance & Material	24,658.00	37,500.00	(12,842.00)	150,000.00
Landscape Improvements	11,025.00	2,500.00	8,525.00	10,000.00
Contingency	250.00	-	250.00	-
Equipment Repair & Maintenance	625.00	1,250.00	(625.00)	5,000.00
Street Sweeping	6,657.50	1,250.00	5,407.50	5,000.00
Lighting	309.50	500.00	(190.50)	2,000.00
Streetlights - Leasing	-	8,750.00	(8,750.00)	35,000.00
<b>Total Field Expenses</b>	<b>\$ 80,850.69</b>	<b>\$ 71,017.50</b>	<b>\$ 9,833.19</b>	<b>\$ 284,070.00</b>
<b>Total Expenses</b>	<b>\$ 166,093.16</b>	<b>\$ 142,853.63</b>	<b>\$ 23,239.53</b>	<b>\$ 571,414.50</b>
<b>Income (Loss) from Operations</b>	<b>\$ (76,279.47)</b>	<b>\$ -</b>	<b>\$ (76,279.47)</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 12.81	\$ -	\$ 12.81	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 12.81</b>	<b>\$ -</b>	<b>\$ 12.81</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ (76,266.66)</b>	<b>\$ -</b>	<b>\$ (76,266.66)</b>	<b>\$ -</b>

**Fieldstone CDD**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 12/31/2020

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: BRADEN - BRADENTON HERALD</b>										
4816483 PA 11 - Acct: 727460	12/27/20	12/31/20 001-051-3000-48-01 - Legal Advertising	01/26/21	\$141.57						\$141.57
<b>INVOICE 4816483 TOTALS:</b>				<b>\$141.57</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$141.57</b>
<b>BRADENTON HERALD TOTALS:</b>				<b>\$141.57</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$141.57</b>
<b>VENDOR: CSPLM - CLEAN SWEEP PARKING LOT MAINT.</b>										
44617 PA 11 - Power sweeping 2020.12.01	12/31/20	12/31/20 001-054-1000-34-01 - Cleaning	01/30/21	\$150.00						\$150.00
<b>INVOICE 44617 TOTALS:</b>				<b>\$150.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$150.00</b>
<b>CLEAN SWEEP PARKING LOT MAINT. TOTALS:</b>				<b>\$150.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$150.00</b>
<b>VENDOR: DEC - DAYSTAR EXTERIOR CLEANING</b>										
12207 PA 9 - Pool, amenity, windows, pavers, walkway cleaning	12/14/20	12/18/20 001-054-1000-34-01 - Cleaning	01/13/21	\$1,155.00						\$1,155.00
<b>INVOICE 12207 TOTALS:</b>				<b>\$1,155.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,155.00</b>
<b>DAYSTAR EXTERIOR CLEANING TOTALS:</b>				<b>\$1,155.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,155.00</b>
<b>VENDOR: NRR - NORTH RIVER RANCH CDD</b>										
2020.07.27 FR 20-39 - MCUD acct 162425 thru 05/19/2020	07/27/20	07/31/20 001-053-6000-43-01 - Water Reclaimed	08/26/20	\$835.29						\$835.29
<b>INVOICE 2020.07.27 TOTALS:</b>				<b>\$835.29</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$835.29</b>
<b>NORTH RIVER RANCH CDD TOTALS:</b>				<b>\$835.29</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$835.29</b>
<b>VENDOR: PFMGC - PFM GROUP CONSULTING</b>										
DM-12-2020-0014 PA 9 - DM fee: Dec. 2020	12/14/20	12/18/20 001-051-3000-31-02 - District Management	01/13/21	\$3,333.33						\$3,333.33
<b>INVOICE DM-12-2020-0014 TOTALS:</b>				<b>\$3,333.33</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,333.33</b>
OE-EXP-12-18 PA 10 - Nov. postage PA 10 - Nov. FedEx	12/16/20	12/24/20 001-051-3000-42-01 - Postage & Shipping 001-051-3000-42-01 - Postage & Shipping	01/15/21	\$8.50 \$20.18						\$8.50 \$20.18
<b>INVOICE OE-EXP-12-18 TOTALS:</b>				<b>\$28.68</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$28.68</b>
<b>PFM GROUP CONSULTING TOTALS:</b>				<b>\$3,362.01</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,362.01</b>

\*V - Denotes Voided Check Entries

**Fieldstone CDD**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 12/31/2020

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: SGPOOL - S&amp;G POOLS</b>										
<b>9320</b>	<b>09/02/20</b>	<b>09/30/20</b>	<b>10/02/20</b>							
PA 10 - Sep. pool service		001-053-9000-30-09 - Amenity - Pool Mainte		\$900.00						\$900.00
		<b>INVOICE 9320 TOTALS:</b>		<b>\$900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$900.00</b>
<b>1020</b>	<b>10/01/20</b>	<b>12/24/20</b>	<b>10/31/20</b>							
PA 10 - Oct. pool service		001-053-9000-30-09 - Amenity - Pool Mainte		\$900.00						\$900.00
		<b>INVOICE 1020 TOTALS:</b>		<b>\$900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$900.00</b>
<b>1120</b>	<b>11/01/20</b>	<b>12/24/20</b>	<b>12/01/20</b>							
PA 10 - Nov. pool service		001-053-9000-30-09 - Amenity - Pool Mainte		\$900.00						\$900.00
		<b>INVOICE 1120 TOTALS:</b>		<b>\$900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$900.00</b>
<b>1220</b>	<b>12/01/20</b>	<b>12/24/20</b>	<b>12/31/20</b>							
PA 10 - Dec. pool service		001-053-9000-30-09 - Amenity - Pool Mainte		\$900.00						\$900.00
		<b>INVOICE 1220 TOTALS:</b>		<b>\$900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$900.00</b>
		<b>S&amp;G POOLS TOTALS:</b>		<b>\$3,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,600.00</b>
<b>VENDOR: SLSSF - SOUTHERN LAND SERVICES OF SW F</b>										
<b>91820-154</b>	<b>10/02/20</b>	<b>12/18/20</b>	<b>11/01/20</b>							
PA 9 - SWPPP maint.		001-054-1000-34-01 - Cleaning		\$900.00						\$900.00
		<b>INVOICE 91820-154 TOTALS:</b>		<b>\$900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$900.00</b>
<b>92520-63</b>	<b>10/08/20</b>	<b>12/18/20</b>	<b>11/07/20</b>							
PA 9 - Sep. mowing - Ph 1B		001-053-9000-46-09 - Landscaping Mainten		\$1,876.00						\$1,876.00
PA 9 - Sep. mowing - Ph 1D		001-053-9000-46-09 - Landscaping Mainten		\$728.00						\$728.00
PA 9 - Sep. mowing - Ponds, berms		001-053-9000-46-09 - Landscaping Mainten		\$500.00						\$500.00
PA 9 - Sep. bushhogging - Area for construction trailers		001-053-9000-46-10 - Landscape Improverr		\$250.00						\$250.00
		<b>INVOICE 92520-63 TOTALS:</b>		<b>\$3,354.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,354.00</b>
<b>92520-144</b>	<b>10/09/20</b>	<b>12/18/20</b>	<b>11/08/20</b>							
PA 9 - Street sweeping; SWPPP maint.		001-054-1000-34-01 - Cleaning		\$525.00						\$525.00
		<b>INVOICE 92520-144 TOTALS:</b>		<b>\$525.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$525.00</b>
<b>121820-8</b>	<b>12/21/20</b>	<b>12/24/20</b>	<b>01/20/21</b>							
PA 10 - Bushhogging behind amenity		001-053-9000-30-07 - Amenity - Landscape		\$1,500.00						\$1,500.00
PA 10 - Brushcutting boring area		001-053-9000-46-10 - Landscape Improverr		\$400.00						\$400.00
PA 10 - Trash clean up		001-051-3000-49-02 - Miscellaneous		\$300.00						\$300.00
		<b>INVOICE 121820-8 TOTALS:</b>		<b>\$2,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$2,200.00</b>
<b>121820-46</b>	<b>12/28/20</b>	<b>12/31/20</b>	<b>01/27/21</b>							

\*V - Denotes Voided Check Entries



AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 12/31/2020

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
PA 11 - Street sweeping, SWPPP maint.		001-054-1000-34-01 - Cleaning		\$600.00						\$600.00
<b>INVOICE 121820-46 TOTALS:</b>				<b>\$600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$600.00</b>
<b>SOUTHERN LAND SERVICES OF SW F TOTALS:</b>				<b>\$7,579.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$7,579.00</b>
<b>VENDOR: STANTEC - STANTEC CONSULTING SERVICES</b>										
<b>1739125</b>	<b>12/18/20</b>	<b>12/24/20</b>	<b>01/17/21</b>							
PA 10 - Eng. srvs. thru 12/11/2020		001-051-3000-31-04 - Engineering		\$20,201.25						\$20,201.25
<b>INVOICE 1739125 TOTALS:</b>				<b>\$20,201.25</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$20,201.25</b>
<b>STANTEC CONSULTING SERVICES TOTALS:</b>				<b>\$20,201.25</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$20,201.25</b>
<b>VENDOR: SUNLAN - SUNRISE LANDCARE</b>										
<b>72249</b>	<b>12/04/20</b>	<b>12/18/20</b>	<b>01/03/21</b>							
PA 9 - Nov. landscape maint. GR Pkwy & amenity		001-053-9000-30-07 - Amenity - Landscape		\$3,184.00						\$3,184.00
PA 9 - Nov. fertilization & pest control; GR Pkwy & amenity		001-053-9000-30-12 - Amenity - Pest Contr		\$1,024.87						\$1,024.87
PA 9 - Nov. irrigation maint. GR Pkwy & amenity		001-053-9000-30-08 - Amenity - Irrigation R		\$645.00						\$645.00
PA 9 - Nov. landscape maint. Mocassin Wallow		001-053-9000-46-09 - Landscaping Mainten		\$1,100.00						\$1,100.00
PA 9 - Nov. landscape maint. Ft. Hamer West		001-053-9000-46-09 - Landscaping Mainten		\$625.00						\$625.00
PA 9 - Nov. landscape maint. Ft. Hamer East (partial)		001-053-9000-46-09 - Landscaping Mainten		\$450.00						\$450.00
PA 9 - Nov. landscape maint. Ft. Hamer North		001-053-9000-46-09 - Landscaping Mainten		\$860.00						\$860.00
<b>INVOICE 72249 TOTALS:</b>				<b>\$7,888.87</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$7,888.87</b>
<b>SUNRISE LANDCARE TOTALS:</b>				<b>\$7,888.87</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$7,888.87</b>
<b>VENDOR: TRUSTE - US BANK AS TRUSTEE FOR FIELDST</b>										
<b>2020.12.29</b>	<b>12/30/20</b>	<b>12/30/20</b>	<b>01/29/21</b>							
FY 2021 DS S2019 (272892000)		001-207-0000-00-01 - Due To Other Funds		\$17,825.00						\$17,825.00
<b>INVOICE 2020.12.29 TOTALS:</b>				<b>\$17,825.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$17,825.00</b>
<b>US BANK AS TRUSTEE FOR FIELDST TOTALS:</b>				<b>\$17,825.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$17,825.00</b>
<b>VENDOR: VOGLER - VOGLER ASHTON, PLLC</b>										
<b>6388</b>	<b>12/17/20</b>	<b>12/18/20</b>	<b>01/16/21</b>							
PA 9 - Gen. legal thru 11/30/2020		001-051-3000-31-08 - District Counsel		\$586.00						\$586.00
<b>INVOICE 6388 TOTALS:</b>				<b>\$586.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$586.00</b>
<b>VOGLER ASHTON, PLLC TOTALS:</b>				<b>\$586.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$586.00</b>

\*V - Denotes Voided Check Entries

**Fieldstone CDD**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 12/31/2020

<u>Invoice Number</u> <u>Description</u>	<u>Inv.Date</u>	<u>Post.Date</u> <u>Account</u>	<u>Due.Date</u>	<u>Amount</u>	<u>Discount</u>	<u>Amount Paid</u>	<u>Check Date</u>	<u>Check No.</u>	<u>Bank</u>	<u>Balance</u>
				<b>LEDGER TOTALS:</b>	<u>\$63,323.99</u>	<u>\$0.00</u>	<u>\$0.00</u>			<u>\$63,323.99</u>