

# North River Ranch Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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

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

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The following is the agenda for the Board of Supervisors Meeting for the **North River Ranch Community Development District** scheduled to be held **Wednesday, April 14, 2021 1:30 p.m. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 790 562 990 #**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

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

### **Business Matters**

1. Consideration of the Minutes of the March 10, 2021 Board of Supervisors' Meeting
2. Review and Consideration of the Onsite Industries, LLC Proposals
3. Review and Consideration of the Clearview Land Design, P.L, Amenity Site Design Proposal
4. Review and Consideration of the Clearview Land Design, P.L, IV-C&IV-D Design/Permitting
5. Ratification of Funding Requests # 17 -19
6. Review of District Financial Statements

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Audience Comments**

### **Adjournment**



**North River Ranch  
Community Development District**

Consideration of the Minutes of the March 10,  
2021 Board of Supervisors' Meeting

**MINUTES OF MEETING**

**NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING MINUTES**

**Wednesday, March 10, 2021 at 1:30 p.m.**

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

Board Members present via phone or in person:

Pete Williams	Chairperson
Ivory Matthews	Vice Chairperson
Priscilla Heim	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC (via phone)
Johnathan Johnson	Hopping Green & Sams (via phone)
Christopher Fisher	District Engineer-Clearview Land Design, P.L. (via phone)
John McKay	Neal Communities
Jim Schier	Neal Communities
Tom Panaseney	Neal Communities (via phone)
Pam Curran	Neal Communities (via phone)
John Leinaweaver	Neal Communities (via phone)
Janice Snow	Neal Communities (via phone)
Mark Roscoe	Neal Communities (via phone)
Misty Taylor	Bryant Miller Olive (via phone)
Ed Bulleit	MBS Capital Markets, LLC (via phone)
Sete Zare	MBS Capital Markets, LLC (via phone)
Rob Engle	Stantec (via phone)

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Call to Order and Roll Call**

Ms. Carvalho called to order at 1:45 pm the meeting of the Board of Supervisors of the North River Ranch Community Development District and proceeded with roll call. The persons in attendance are outlined above either in person or via speaker phone.

**Public Comment Period**

There were no members of the public present at this time.

**SECOND ORDER OF BUSINESS**

**General Business Matters**

**Consideration of the Minutes of  
the February 10, 2021 Board of  
Supervisors' Meeting**

The Board reviewed the Minutes of the February 10, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the February 10, 2021 Board of Supervisors' Meeting.

**Public Hearing on the Approval of  
Merger with North River Ranch  
Improvement Stewardship District**  
a) **Public Comments and  
Testimony**  
b) **Board Comments**  
c) **Consideration of Resolution  
2021-09, Approving the Merger  
Agreement**

Ms. Carvalho requested a motion to open the Public Hearing.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board opened the Public Hearing

Resolution 2021-09 was prepared by Hopping Green & Sams. Mr. Johnson reviewed the Resolution for the Board. The Resolution reaffirms the District's intention which was already expressed when they approved the Merger Agreement. There was no public comment.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board approved Resolution 2021-09, Approving the Merger Agreement.

Ms. Carvalho requested a motion to close the Public Hearing.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board closed the Public Hearing.

### **Review and Consideration of the Onsight Industries, LLC Proposals**

The Board reviewed the Onsight Industries, LLC Proposals for the decorative signage for the contracts for Phases 4A and 4B. Mr. Fisher requested the Board only approve the proposal for 4A. Mr. Roscoe recommended approval of both with the price as marked and if 4B is changed the District will do a Change Order at that time.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved the Onsight Industries, LLC Proposals for the decorative signage for the contracts for Phases 4A. & 4B.

### **Ratification of the LRK Architects Designs Planners Proposal**

Ms. Carvalho explained this agenda item has been approved and signed by the Chair so the Board was requested to ratify the action. The Addendum is included with the proposal.

On MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board ratified the LRK Architects Designs Planners Proposal.

**Ratification of Funding Requests  
# 14-16**

The Board reviewed Funding Requests #14-16.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board ratified Funding Requests #14-16.

**Review of District Financial  
Statements**

The Board reviewed the District's Financial Statements through February 28, 2021.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board accepted the District Financial Statements.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – Not Present

**District Engineer** – Mr. Fisher drafted the contract to start construction with RIPA for Phases 4A and the mass grading of Phase 4B. That contract was sent to the Contractor and he is waiting for their signature. Once signed Mr. Fisher will send it to Ms. Carvalho before it is reviewed by the Board. Mr. Fisher requested the E-Verification information is included on the contract.

**District Manager** – Ms. Carvalho noted for the record that the next scheduled meeting will be on April 14, 2021.

**Audience Comments and  
Supervisor Requests**

There were no Supervisor requests or audience comments.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

Ms. Carvalho requested if there are no further business to come before the Board for a motion to adjourn the meeting.

ON MOTION by Ms. Matthews, seconded by Mr. Williams, with all in favor, the March 10, 2021 Board of Supervisor's Meeting for the North River Ranch Community Development District was adjourned at 1:52 p.m.

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

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

**North River Ranch  
Community Development District**

Review and Consideration of the Onsite  
Industries, LLC Proposals



**ADDENDUM TO AGREEMENT BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

**This Addendum to Agreement Between North River Ranch Community Development District and Contractor**, (the “Addendum”), is made and entered into as of the 14th day of APRIL, 2021, by and between the **North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and **ON SIGHT INDUSTRIES** (hereinafter, the "Contractor").

**WITNESSETH**

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

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

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

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

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

and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

**Contractor:**  
\_\_\_\_\_

**District:**  
**North River Ranch Community Development District**

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

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

## EXHIBIT "A"

### TERMS AND CONDITIONS TO CDD ADDENDUM

#### SECTION 1. WORK

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

#### SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

#### SECTION 3. AUDIT

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

#### SECTION 4. PAYMENTS

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

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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

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

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

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

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

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

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

## **SECTION 11. TERMINATION**

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

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

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

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

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

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

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

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

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

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

# PROPOSAL 294522

## NORTH RIVER RANCH CDD



### Submitted to

CONTACT MARK ROSCOE  
 ADDRESS C/O PFM GROUP CONSULTING, LLC  
 PHONE  
 EMAIL mroscoe@nealland.com

ESTIMATE # 006-21-294522  
 DATE 3/26/2021  
 WRITTEN BY LISA JIMENEZ  
 REFERENCE

**\*\* DEPOSIT REQUIRED \*\***

### Project Detail - Page 1

LOCATION NORTH RIVER RANCH DISTANCE COORDINATES  
 PROJECT NAME PHASE 4A STREET SIGNS

### Items

		PRICE EACH	QTY	TOTAL
1	<b>STREET SIGNAGE, CUSTOM</b> (1-13) DUAL STREET BLADES	\$1,411.10	13	\$18,344.30
2	<b>STREET SIGNAGE, CUSTOM</b> (A) STOP SIGNS	\$794.10	13	\$10,323.30
3	<b>STREET SIGNAGE, CUSTOM</b> (B) STOP SIGN	\$906.10	1	\$906.10
4	<b>STREET SIGNAGE, CUSTOM</b> (C) STOP SIGN/RIGHT TURN ONLY COMBO	\$1,214.20	1	\$1,214.20
5	<b>STREET SIGNAGE, CUSTOM</b> (D) SPEED LIMIT 25 MPH SIGN	\$799.90	14	\$11,198.60
6	<b>STREET SIGNAGE, CUSTOM</b> (E) SPEED LIMIT 25 MPH/NO PARKING/PLAQUE COMBO	\$1,153.15	2	\$2,306.30
7	<b>STREET SIGNAGE, CUSTOM</b> (F) DIVIDED MEDIAN/OBJECT MARKER COMBO	\$943.90	2	\$1,887.80
8	<b>STREET SIGNAGE, CUSTOM</b> (G) PEDESTRIAN CROSSING/ARROW COMBO	\$978.30	2	\$1,956.60
9	<b>STREET SIGNAGE, CUSTOM</b> (H) HANDICAP PARKING/RIDER COMBO	\$835.15	1	\$835.15
10	<b>STREET SIGNAGE, CUSTOM</b> (I) LEFT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
11	<b>STREET SIGNAGE, CUSTOM</b> (J) RIGHT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
12	<b>SIGNAGE / DISPLAY, ORACAL VINYL, MEDIA ONLY, STICKER, 3MIL LAM, 16" MAX</b> DOT WARNING DECALS	\$0.00	83	\$0.00
13	<b>LABOR / INSTALLATION, INSTALL - TAMPA, LOCAL 15-30</b> QUOTED INSTALLATION	\$4,675.00	1	\$4,675.00
<b>PRE-TAX TOTAL</b>				\$55,575.05
<b>EST TAX (.07)</b>				\$3,890.25
<b>TOTAL</b>				\$59,465.30

### Approval

TERMS & CONDITIONS

- All work will be completed in a workmanlike manner according to standard practice. All agreements are contingent upon delays and material cost increases beyond our control.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project immediately upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Product will be warehoused until the client is ready for installation, at which time applicable installation labor will be invoiced upon completion.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

ONSIGHT INDUSTRIES, LLC.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RON SILVEIRA  
NAME

\_\_\_\_\_  
3/29/2021  
DATE

PROPOSAL ACCEPTANCE THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.





SIGNATURE

NAME

DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

# PROPOSAL 294525

## NORTH RIVER RANCH CDD



### Submitted to

CONTACT MARK ROSCOE  
 ADDRESS C/O PFM GROUP CONSULTING, LLC  
 PHONE  
 EMAIL mroscoe@nealland.com

ESTIMATE # 006-21-294525  
 DATE 3/26/2021  
 WRITTEN BY LISA JIMENEZ  
 REFERENCE

**\*\* DEPOSIT REQUIRED \*\***

### Project Detail - Page 1

LOCATION NORTH RIVER RANCH DISTANCE COORDINATES  
 PROJECT NAME PHASE 4B STREET SIGNS

### Items

		PRICE EACH	QTY	TOTAL
1	<b>STREET SIGNAGE, CUSTOM</b> (1-8) DUAL STREET BLADES	\$1,441.10	8	\$11,528.80
2	<b>STREET SIGNAGE, CUSTOM</b> (A) STOP SIGNS	\$794.10	8	\$6,352.80
3	<b>STREET SIGNAGE, CUSTOM</b> (D) SPEED LIMIT 25 MPH SIGN	\$799.90	6	\$4,799.40
4	<b>STREET SIGNAGE, CUSTOM</b> (G) PEDESTRIAN CROSSING/ARROW COMBO	\$978.30	8	\$7,826.40
5	<b>STREET SIGNAGE, CUSTOM</b> (H) HANDICAP PARKING/RIDER COMBO	\$835.15	1	\$835.15
6	<b>STREET SIGNAGE, CUSTOM</b> (I) LEFT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
7	<b>STREET SIGNAGE, CUSTOM</b> (J) RIGHT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
8	<b>STREET SIGNAGE, CUSTOM</b> (K) TEMPORARY DEAD END SIGN	\$199.90	1	\$199.90
9	<b>SIGNAGE / DISPLAY, ORACAL VINYL, MEDIA ONLY, STICKER, 3MIL LAM, 16" MAX</b> DOT WARNING DECALS	\$0.00	26	\$0.00
10	<b>LABOR / INSTALLATION, INSTALL - TAMPA, LOCAL 15-30</b> QUOTED INSTALLATION	\$3,100.00	1	\$3,100.00
			<b>PRE-TAX TOTAL</b>	\$36,570.15
			<b>EST TAX (.07)</b>	\$2,559.91
			<b>TOTAL</b>	\$39,130.06

### Approval

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ONSIGHT INDUSTRIES, LLC.

\_\_\_\_\_  
 SIGNATURE NAME DATE

RON SILVEIRA 3/29/2021

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\_\_\_\_\_  
 SIGNATURE NAME DATE

P: 407.830.8861 • F: 407.830.5569

# PROPOSAL 294525

## NORTH RIVER RANCH CDD



### Submitted to

CONTACT MARK ROSCOE  
 ADDRESS C/O PFM GROUP CONSULTING, LLC  
  
 PHONE FAX  
 EMAIL mroscoe@nealland.com

ESTIMATE # 006-21-294525  
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ONSIGHT INDUSTRIES, LLC.

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 SIGNATURE NAME DATE  
 RON SILVEIRA 3/29/2021

PROPOSAL ACCEPTANCE THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



\_\_\_\_\_  
 SIGNATURE NAME DATE

P: 407.830.8861 • F: 407.830.5569

**North River Ranch  
Community Development District**

Review and Consideration of the Clearview  
Land Design, P.L, Amenity Site Design Proposal

**ADDENDUM TO AGREEMENT BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

**This Addendum to Agreement Between North River Ranch Community Development District and Contractor**, (the "Addendum"), is made and entered into as of the 14th day of APRIL, 2021, by and between the **North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and CLEARVIEW LAND DESIGN, PL. (hereinafter, the "Contractor").

**WITNESSETH**

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

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

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

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

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;

and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

**Contractor:**  
\_\_\_\_\_

**District:**  
**North River Ranch Community Development District**

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

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\_\_\_\_\_



April 2, 2021

North River Ranch Community  
Development District  
c/o PFM Group Consulting, LLC  
Attn: Vivian Carvalho, District Manager  
12051 Corporate Blvd.  
Orlando, FL 32817

**RE: North River Ranch Amenity Site Design**

Dear Mr. Panaseny:

Submitted herein is a proposal to perform engineering design and permitting services on the above referenced project. Our work shall be in accordance with applicable governmental regulations, including, but not limited to, the Manatee County Land Development Regulations, the Florida Department of Environmental Protection (DEP), and the Southwest Florida Water Management District (SWFWMD).

Our services under this proposal are based on the following assumptions:

**PROJECT DESCRIPTION:**

This project will consist of design & permitting the main Amenity Site for the North River Ranch Project. This will include drainage ponds, parking areas and several pads for various buildings located throughout the site. An extension of Rapid Creek Blvd will be required to access the site and will be apart of this set of plans. The project located immediately north of the existing Phase IVA project and directly west of Fort Hamer Road. The project is generally located on property owned by Haval Farms, LLC.

**A. PRELIMINARY SITE PLAN, DESIGN & PERMITTING SERVICES:**

**MANATEE PRELIMINARY SITE PLAN/FINAL SITE PLAN, CONSTRUCTION PLAN,  
SWFWMD  
MANATEE SIMULTANEOUS SUBMITTAL (PSP/FSP & CP)**

1. Prepare grading and drainage plans, including street sections and necessary details, and process for approval by the Manatee County Building and Development Services Department.
2. Prepare flexible pavement calculations as required by Manatee County Land Development regulations.
3. Prepare a SWFWMD Environmental Resource Permit application package and submit to SWFWMD for approval.
4. Prepare Manatee County Final Site Plans with details to be processed through Manatee County for approval as a simultaneous submittal

5. Prepare on-site sewage collection system plans, including a pump station, and necessary details and process for approval by the Manatee County Building and Development Services Department and the State of Florida Department of Environmental Protection.
6. Prepare on-site water distribution system plans, including necessary details and process for approval by the Manatee County Building and Development Services Department and the Florida Department of Health and Rehabilitative Services.
7. Supply appropriate prints to Florida Power & Light (FPL), Frontier Communications and TECO-Peoples Gas Company, to aid in their distribution system design.
8. Coordinate and attend a pre-construction meeting with Client, contractor and other necessary consultants and utility representatives.
9. Consult, as required, with Client and governmental agencies in connection with the above listed services, including follow-up on submittals to governmental agencies to secure necessary approvals.

**B. RAPID CREEK TRAIL EXTENSION:**

1. Design roadway and extend utilities to access and serve the Amenity Center Site from its terminus just west of Fort Hamer Road. Provide stub road connections to serve future subdivision phases.

**C. LANDSCAPE/HARDSCAPE COORDINATION:**

IF LANDSCAPE CONSULTANT OTHER THAN CLEARVIEW IS SELECTED

2. Coordinate landscape/hardscape details with the project Landscape Architect and provide assistance with preparation of final landscape plans to be processed through Manatee County for approval.

**D. REVISIONS/MISC. (IF REQUIRED):**

1. The following revisions will be performed on an hourly basis at prevailing hourly rates, after verbal authorization by Client, so the project scheduling and permitting will not be interrupted as the result of Work Order preparation/execution. Generally, the cost of each individual revision may be quoted.
2. Revisions covered may include:
  - a. Revisions requested by the Client, including, but not limited to, revisions resulting from aesthetic considerations, parcel configuration changes or parcel related revisions, market driven revisions, fill requirements, revisions to the site plan, etc.
  - b. Revisions required by reviewing agencies and as approved by Client, resulting from evolving standards or standards not found in the application technical/regulation manuals at the time of design and not specified in pre-design meetings, or resulting

from a reviewing agency not accepting a design element agreed to by Client during the design stage.

**E. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:**

1. Any work not specifically included in this contract shall be presumed extra to this contract.
2. Landscape/Hardscape/Irrigation Design & Permitting Services
3. Zoning Modifications
4. FEMA LOMR's
5. Traffic studies
6. Structural Engineering
7. Environmental Engineering
8. Wetland setback encroachment variances or waivers.
9. Request for waivers from Manatee Land Development Code.
10. In the event the Client or contractor desires changes to the approved plans or specifications, all work connected therewith is extra to this contract.
11. Determination, report and/or permitting of invasive plant species.
12. Wetland survey or re-establishment of the SWFWMD/EPC line, if the COE does not accept the approved SWFWMD/EPC lines.
13. Offsite Improvements along Fort Hamer or Moccasin Wallow Roads.



**FEE SUMMARY:**

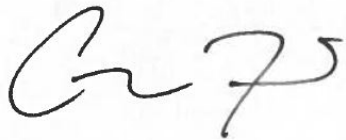
<b>Description</b>	<b>Job No.</b>	<b>Billing Type</b>	<b>Amount</b>
Design/Permitting Amenity Center Site	CDD-NR-033	Lump Sum	\$110,000.00
Rapid Creek Trail Extension	CDD-NR-034	Lump Sum	\$40,000.00
Landscape/Hardscape Coordination	CDD-NR-035	Hourly NTE	\$15,000.00
Revisions/Misc.	CDD-NR-036	Hourly NTE	\$10,000.00

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

If the foregoing meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project and trust you will find our services satisfactory.

Sincerely,

**CLEARVIEW LAND DESIGN, P.L.**



Christopher Fisher, P.E.  
Project Manager

**ACCEPTANCE:**

**North River Ranch CDD**

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

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

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

cc: Mary Robin Thiele  
File

## ATTACHMENT "A"

In addition to the fees in this Work Order, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls and postage. These expenses will be charged to you at our cost. Consultant Fees and permit fees, (if necessary), etc. will be charged at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Clearview Land Design, P.L., by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event such items are paid by Clearview Land Design, P.L. fees shall be reimbursed by Client in addition to the contract prices stated herein.

Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

Work will be billed at the end of each month under the terms of this Work Order, and we shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Work Order and the terms of said statement and invoice. If Client fails to make any payment due Clearview Land Design, P.L. for services within 30 days of the invoice date, the amount(s) due shall include an interest charge at the rate of 1 ½ percent per month for the thirtieth day.

Additionally, notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Clearview Land Design, P.L., at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Clearview Land Design, P.L. harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

All rates and fees are subject to renegotiation after a one month period from the date of this Work Order if it has not been accepted.

Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Clearview Land Design, P.L., pursuant to this contract are instruments of service and are the property of Clearview Land Design, P.L. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Clearview Land Design, P.L. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Clearview Land Design, P.L., shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

In the event this contract is terminated prior to completion, Clearview Land Design, P.L. shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Client shall indemnify, defend and hold harmless Clearview Land Design, P.L., from and against any claims, liability, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) Clearview Land Design, P.L., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this contract, except to the extent such claims arise from the gross negligence or intentional misconduct of Clearview Land Design, P.L.

Your acceptance of this proposal shall constitute a contract between the Client and Clearview Land Design, P.L.

The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

Opinions of probable construction costs provided by Clearview Land Design, P.L. represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Clearview Land Design, P.L. accepts no responsibility or liability in this regard.

Client acknowledges that the work described herein will constitute a lien against the property. The signature on this Work Order authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner. In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Clearview Land Design, P.L. shall be entitled to a lien on all property abutting said improvements.

### Limitation of Liability

To the maximum extent permitted by law, CLEARVIEW LAND DESIGN, P.L.'s liability for CLIENT's damages will not exceed the compensation received by CLEARVIEW LAND DESIGN, P.L. under this Agreement. CLEARVIEW LAND DESIGN, P.L. is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project (currently, in the past or in the future) not in the employ of or a subcontractor to CLEARVIEW LAND DESIGN, P.L. The limitations of liability and indemnities will apply whether CLEARVIEW LAND DESIGN, P.L.'s liability arises under breach of contract or warranty; tort; including negligence (but not sole negligence); strict liability; statutory liability; or any other causes of action; and shall apply to CLEARVIEW LAND DESIGN, P.L.'s officers, employees, and subcontractors. Due to the inherent risk involved in the type of work in this agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, CLEARVIEW LAND DESIGN, P.L.'s liability for the work can be increased.

The Client agrees to extend any and all liability limitation and indemnification provided by the Client to the Clearview Land Design, P.L. to those individuals and entities that Clearview Land Design, P.L. retains for performance of the services

under this Agreement, including but limited to the Clearview Land Design , P.L.'s current or former officers and employees and their heirs and assigns.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

Revised 09/29/15



**CLEARVIEW LAND DESIGN, P.L.**  
**FEE SCHEDULE**  
(Effective March 1, 2019)

<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
Principal	\$225.00
Senior Professional Engineer	\$195.00
Professional Engineer	\$170.00
Design Engineer	\$155.00
Senior Field Engineer	\$135.00
Field Engineer	\$120.00
Senior Landscape Architect	\$180.00
Landscape Architect	\$155.00
Senior Environmental Scientist	\$180.00
Entitlement Planner	\$180.00
Senior Professional Surveyor & Mapper	\$165.00
GIS Specialist	\$155.00
Senior CADD Designer	\$150.00
CADD Designer	\$130.00
Senior Project Coordinator	\$140.00
Project Coordinator	\$120.00
Graphic Designer	\$120.00
Project CPA	\$185.00
Administrative Assistant	\$80.00

# **North River Ranch Community Development District**

Review and Consideration of the Clearview  
Land Design, P.L, IV-C&IV-D Design/Permitting

**ADDENDUM TO AGREEMENT BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

**This Addendum to Agreement Between North River Ranch Community Development District and Contractor**, (the "Addendum"), is made and entered into as of the 14TH day of APRIL 2021, by and between the **North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and Clearview Land Design, PL (hereinafter, the "Contractor").

**WITNESSETH**

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

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

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

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

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;

and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

**Contractor:**  
\_\_\_\_\_

**District:**  
**North River Ranch Community Development District**

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

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

## EXHIBIT "A"

### TERMS AND CONDITIONS TO CDD ADDENDUM

#### SECTION 1. WORK

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

#### SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

#### SECTION 3. AUDIT

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

#### SECTION 4. PAYMENTS

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



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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

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

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

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

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

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

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

## **SECTION 11. TERMINATION**

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

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

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

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

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

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

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

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

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

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

April 2, 2021

North River Ranch Community  
Development District  
c/o PFM Group Consulting, LLC  
Attn: Vivian Carvalho, District Manager  
12051 Corporate Blvd.  
Orlando, FL 32817

**RE: North River Ranch Phases IV-C & IV-D Design/Permitting**

Dear Mr. Panaseny:

Submitted herein is a proposal to perform engineering design and permitting services on the above referenced project. Our work shall be in accordance with applicable governmental regulations, including, but not limited to, the Manatee County Land Development Regulations, the Florida Department of Environmental Protection (DEP), and the Southwest Florida Water Management District (SWFWMD).

**PROJECT DESCRIPTION:**

This project will consist of design & permitting Phases IV-C & IV-D (827 +/- lots). The project located immediately north of the existing Phases IV-A & IV-B west of Fort Hamer Road and south of the future Road FF with access through the existing phases. The project is generally located on property owned by Haval Farms, LLC.

**PROJECT ASSUMPTIONS:**

1. The project will be designed and permitted in set of construction plans with two construction/plat phases.
2. The CDD will contract with additional consultants as required. Including but not limited to the following:
  - a. Survey
  - b. Environmental Services
  - c. Geotechnical Engineering Services.
  - d. Landscape, Hardscape & Irrigation Services
  - e. Traffic Engineering
  - f. SUE (if needed)
3. **This proposal excludes any off-site roadway and/or Fort Hamer intersection improvements.** Any required intersection improvements on Fort Hamer shall be under separate contract.
4. This proposal excludes any off-site utility extensions. This proposal assumes the utilities available in Fort Hamer or any other off-site utility extensions needed to serve these units will be sufficient or designed by others.

**A. UPDATE MASTER UTILITY PLANS:**

1. Coordinate with Manatee County Utilities to update the Master Utility Plans (MUP's):
  - a. **Potable Water:** Update the Master Water Plan and process through MCU. This contract excludes any detailed WaterCAD modeling.
  - b. **Wastewater:** Update the Master Wastewater Plan and process through MCU. This contract excludes any detailed wastewater and/or pump station analysis.
  - c. **Reclaimed:** Update the Master Reclaimed Water Plan and process through MCU. This contract excludes any hydraulic modeling.
2. Consult with the Client as needed in conjunction with Plans and Submittals.
3. Meet with Staff reviewers as needed for submittals and responses through to final approvals.
4. This contract assumes MCU will accept a simple graphic revision to the Master Utility Plans without any detailed hydraulic modeling and/or detailed wastewater analysis.

**B. MODIFICATION TO THE IV-A & IV-B PLANS:**

1. Coordinate with Manatee County Stormwater and SWFWMD to process a modification to Pond W7 in the Phase IV-A & IV-B plans to support the revised layout for Phase IV-C.
2. Consult with the Client as needed in conjunction with Plans and Submittals.
3. Meet with Staff reviewers as needed for submittals and responses through to final approvals.

**C. FINAL SITE PLAN, DESIGN & PERMITTING SERVICES:**

**MANATEE PRELIMINARY SITE PLAN/FINAL SITE PLAN, CONSTRUCTION PLAN,  
SWFWMD  
MANATEE SIMULTANEOUS SUBMITTAL (PSP/FSP & CP)**

1. Prepare grading and drainage plans, including street sections and necessary details, and process for approval by the Manatee County Building and Development Services Department.
2. Prepare flexible pavement calculations as required by Manatee County Land Development regulations.
3. Prepare a SWFWMD Environmental Resource Permit application package and submit to SWFWMD for approval.

4. Prepare Manatee County Final Site Plans with details to be processed through Manatee County for approval as a simultaneous submittal.
5. Prepare on-site sewage collection system plans, including a pump station, and necessary details and process for approval by the Manatee County Building and Development Services Department and the State of Florida Department of Environmental Protection.
6. Prepare on-site water distribution system plans, including necessary details and process for approval by the Manatee County Building and Development Services Department and the Florida Department of Health and Rehabilitative Services.
7. Supply appropriate prints to Florida Power & Light (FPL), Frontier Communications and TECO-Peoples Gas Company, to aid in their distribution system design.
8. Coordinate and attend a pre-construction meeting with Client, contractor and other necessary consultants and utility representatives.
9. Consult, as required, with Client and governmental agencies in connection with the above listed services, including follow-up on submittals to governmental agencies to secure necessary approvals.

**B. LANDSCAPE/HARDSCAPE COORDINATION:**

**IF LANDSCAPE CONSULTANT OTHER THAN CLEARVIEW IS SELECTED**

1. Coordinate landscape/hardscape details with the project Landscape Architect and provide assistance with preparation of final landscape plans to be processed through Manatee County for approval.

**C. REVISIONS/MISC. (IF REQUIRED):**

1. The following revisions will be performed on an hourly basis at prevailing hourly rates, after verbal authorization by Client, so the project scheduling and permitting will not be interrupted as the result of Work Order preparation/execution. Generally, the cost of each individual revision may be quoted.
2. Revisions covered may include:
  - a. Revisions requested by the Client, including, but not limited to, revisions resulting from aesthetic considerations, parcel configuration changes or parcel related revisions, market driven revisions, fill requirements, revisions to the site plan, etc.
  - b. Revisions required by reviewing agencies and as approved by Client, resulting from evolving standards or standards not found in the application technical/regulation manuals at the time of design and not specified in pre-design meetings, or resulting from a reviewing agency not accepting a design element agreed to by Client during the design stage.

**D. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:**

1. Any work not specifically included in this contract shall be presumed extra to this contract.
2. Landscape/Hardscape/Irrigation Design & Permitting Services
3. Zoning Modifications
4. FEMA LOMR's
5. Traffic studies
6. Structural Engineering
7. Environmental Engineering
8. Wetland setback encroachment variances or waivers.
9. Request for waivers from Manatee Land Development Code.
10. In the event the Client or contractor desires changes to the approved plans or specifications, all work connected therewith is extra to this contract.
11. Determination, report and/or permitting of invasive plant species.
12. Wetland survey or re-establishment of the SWFWMD/EPC line, if the COE does not accept the approved SWFWMD/EPC lines.
13. Offsite Improvements along Fort Hamer, Moccasin Wallow Roads and extensions to Road FF.



**FEE SUMMARY:**

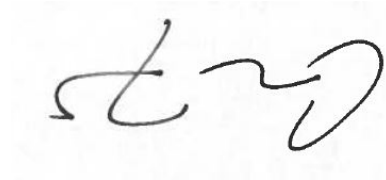
Description	Job No.	Billing Type	Amount
Update Master Utility Plan	CDD-NR-028	Lump Sum	\$15,000.00
Modification to IV-A & IV-B Plans	CDD-NR-029	Lump Sum	\$50,000.00
Design/Permitting	CDD-NR-030	Lump Sum	\$530,000.00
Landscape/Hardscape Coordination	CDD-NR-031	Hourly NTE	\$15,000.00
Revisions/Misc.	CDD-NR-032	Hourly NTE	\$10,000.00

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

If the foregoing meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project and trust you will find our services satisfactory.

Sincerely,

**CLEARVIEW LAND DESIGN, P.L.**



Christopher Fisher, P.E.  
 Project Manager  
 CMF

cc: Mary Robin Thiele  
 File

P:\North River Ranch\Master Plan\Contracts\Drafted\2021.04.02 CDD-NR-025-029\_NRR IV-C & IV-D Design & Permitting.doc

**North River Ranch CDD**

**ACCEPTANCE:**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## ATTACHMENT "A"

In addition to the fees in this Work Order, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls and postage. These expenses will be charged to you at our cost. Consultant Fees and permit fees, (if necessary), etc. will be charged at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Clearview Land Design, P.L., by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event such items are paid by Clearview Land Design, P.L. fees shall be reimbursed by Client in addition to the contract prices stated herein.

Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

Work will be billed at the end of each month under the terms of this Work Order, and we shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Work Order and the terms of said statement and invoice. If Client fails to make any payment due Clearview Land Design, P.L. for services within 30 days of the invoice date, the amount(s) due shall include an interest charge at the rate of 1 ½ percent per month for the thirtieth day.

Additionally, notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Clearview Land Design, P.L., at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Clearview Land Design, P.L. harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

All rates and fees are subject to renegotiation after a one month period from the date of this Work Order if it has not been accepted.

Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Clearview Land Design, P.L., pursuant to this contract are instruments of service and are the property of Clearview Land Design, P.L. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Clearview Land Design, P.L. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Clearview Land Design, P.L., shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

In the event this contract is terminated prior to completion, Clearview Land Design, P.L. shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Client shall indemnify, defend and hold harmless Clearview Land Design, P.L., from and against any claims, liability, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) Clearview Land Design, P.L., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this contract, except to the extent such claims arise from the gross negligence or intentional misconduct of Clearview Land Design, P.L.

Your acceptance of this proposal shall constitute a contract between the Client and Clearview Land Design, P.L.

The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

Opinions of probable construction costs provided by Clearview Land Design, P.L. represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Clearview Land Design, P.L. accepts no responsibility or liability in this regard.

Client acknowledges that the work described herein will constitute a lien against the property. The signature on this Work Order authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner. In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Clearview Land Design, P.L. shall be entitled to a lien on all property abutting said improvements.

### Limitation of Liability

To the maximum extent permitted by law, CLEARVIEW LAND DESIGN, P.L.'s liability for CLIENT's damages will not exceed the compensation received by CLEARVIEW LAND DESIGN, P.L. under this Agreement. CLEARVIEW LAND DESIGN, P.L. is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project (currently, in the past or in the future) not in the employ of or a subcontractor to CLEARVIEW LAND DESIGN, P.L. The limitations of liability and indemnities will apply whether CLEARVIEW LAND DESIGN, P.L.'s liability arises under breach of contract or warranty; tort; including negligence (but not sole negligence); strict liability; statutory liability; or any other causes of action; and shall apply to CLEARVIEW LAND DESIGN, P.L.'s officers, employees, and subcontractors. Due to the inherent risk involved in the type of work in this agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, CLEARVIEW LAND DESIGN, P.L.'s liability for the work can be increased.

The Client agrees to extend any and all liability limitation and indemnification provided by the Client to the Clearview Land Design, P.L. to those individuals and entities that Clearview Land Design, P.L. retains for performance of the services

under this Agreement, including but limited to the Clearview Land Design , P.L.'s current or former officers and employees and their heirs and assigns.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

Revised 09/29/15



**CLEARVIEW LAND DESIGN, P.L.**  
**FEE SCHEDULE**  
(Effective March 1, 2019)

<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
Principal	\$225.00
Senior Professional Engineer	\$195.00
Professional Engineer	\$170.00
Design Engineer	\$155.00
Senior Field Engineer	\$135.00
Field Engineer	\$120.00
Senior Landscape Architect	\$180.00
Landscape Architect	\$155.00
Senior Environmental Scientist	\$180.00
Entitlement Planner	\$180.00
Senior Professional Surveyor & Mapper	\$165.00
GIS Specialist	\$155.00
Senior CADD Designer	\$150.00
CADD Designer	\$130.00
Senior Project Coordinator	\$140.00
Project Coordinator	\$120.00
Graphic Designer	\$120.00
Project CPA	\$185.00
Administrative Assistant	\$80.00

**North River Ranch  
Community Development District**

Ratification of Funding Requests # 17 -19

# NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

## Funding Requests 2021-17 - 2021-19

FR #	Description	Amount	Total
2021-17	Vogler Ashton		
		\$966.50	
			\$966.50
2021-18	Bradenton Herald	\$249.21	
	Vglobal Tech	\$125.00	
			\$374.21
2021-19	PFM Group Consulting	\$2,926.36	
	Supervisor Fees- 3/10/21 Meeting	\$1,000.00	
			\$3,926.36
		Total	\$5,267.07

North River Ranch Community Development District

Funding Request 2021-17

2/26/2021

Item No.	Payee	Invoice #	General Fund
1	Vogler Ashton General Counsel Through 01/31/2021	6602	\$ 966.50
			<b>\$ 966.50</b>

*Vivian Carvalho*

Secretary/Assistant Secretary



Chairman

Return to:  
North River Ranch CDD  
c/o PFM Group Consulting  
12051 Corporate Boulevard  
Orlando, FL 32817  
(407) 723-5925 // LaneA@pfm.com

**RECEIVED**

By Amanda Lane at 9:19 am, Mar 01, 2021

North River Ranch Community Development District

**Funding Request 2021-18**

3/5/2021

Item No.	Payee	Invoice #	General Fund
1	<b>Bradenton Herald</b>		
	Legal Advertising on 02/03/2021	4856101	\$ 143.91
	Legal Advertising on 02/24/2021	4863395	\$ 105.30
2	<b>VGlobalTech</b>		
	March Website Maintenance	2471	\$ 125.00
			<b>\$ 374.21</b>



Secretary/Assistant Secretary



Chairman

Return to:  
North River Ranch CDD  
c/o PFM Group Consulting  
12051 Corporate Boulevard  
Orlando, FL 32817  
(407) 723-5925 // LaneA@pfm.com

**RECEIVED**

By Amanda Lane at 9:34 am, Mar 08, 2021



# North River Ranch Community Development District

**Funding Request 2021-19**

3/12/2021

Item No.	Payee	Invoice #	General Fund
1	<b>PFM Group Consulting</b>		
	Series 2020 Dissemination Services 01/01/2021 - 03/31/2021	114202	\$ 1,250.00
	DM Fee: March 2021	DM-03-2021-0033	\$ 1,666.67
	February Reimbursables	OE-EXP-03-33	\$ 9.69
2	<b>Supervisor Fees - 03/10/2021 Meeting</b>		
	Dale Weidemiller	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Ivory Matthews	--	\$ 200.00
			<b>\$ 3,926.36</b>

*Venessa Ripoll*  
Secretary/Assistant Secretary

  
Chairman

Return to:  
North River Ranch CDD  
c/o PFM Group Consulting  
12051 Corporate Boulevard  
Orlando, FL 32817  
(407) 723-5925 // LaneA@pfm.com

RECEIVED

By Amanda Lane at 9:49 am, Mar 15, 2021

**North River Ranch  
Community Development District**

Review of District Financial Statements

**North River Ranch CDD**  
**Statement of Financial Position**  
As of 3/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$6,359.51				\$6,359.51
Accounts Receivable - Due from Developer	4,300.57				4,300.57
Series 2020 A1 Debt Service Reserve		\$224,050.00			224,050.00
Series 2020 A2 Debt Service Reserve		105,210.00			105,210.00
Series 2020 A3 Debt Service Reserve		100,106.25			100,106.25
Series 2020 A1 Capitalized Interest		272,383.21			272,383.21
Series 2020 A2 Capitalized Interest		187,043.20			187,043.20
Series 2020 A3 Capitalized Interest		177,969.72			177,969.72
Series 2020 A1, A2 Acq/Construction			\$5,654,596.23		5,654,596.23
Series 2020 A3 Acquisition/Construction			3,796,619.42		3,796,619.42
Series 2020 A1, A2 Cost of Issuance			26,629.03		26,629.03
Series 2020 A3 Cost of Issuance			6,755.49		6,755.49
<b>Total Current Assets</b>	<b>\$10,660.08</b>	<b>\$1,066,762.38</b>	<b>\$9,484,600.17</b>	<b>\$0.00</b>	<b>\$10,562,022.63</b>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,066,762.38	\$1,066,762.38
Amount To Be Provided				15,828,237.62	15,828,237.62
<b>Total Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,895,000.00</b>	<b>\$16,895,000.00</b>
<b>Total Assets</b>	<b>\$10,660.08</b>	<b>\$1,066,762.38</b>	<b>\$9,484,600.17</b>	<b>\$16,895,000.00</b>	<b>\$27,457,022.63</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$3,051.36				\$3,051.36
Deferred Revenue	4,300.57				4,300.57
<b>Total Current Liabilities</b>	<b>\$7,351.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,351.93</b>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$16,895,000.00	\$16,895,000.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,895,000.00</b>	<b>\$16,895,000.00</b>
<b>Total Liabilities</b>	<b>\$7,351.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,895,000.00</b>	<b>\$16,902,351.93</b>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$6,078.00				\$6,078.00
Current Year Net Assets, Unrestricted	(5,972.00)				(5,972.00)
Net Assets - General Government	(503.58)				(503.58)
Current Year Net Assets - General Government	3,705.73				3,705.73
					0.00
Current Year Net Assets, Unrestricted		1,066,762.38			1,066,762.38
Net Assets, Unrestricted			(\$11,062.00)		(11,062.00)
Current Year Net Assets, Unrestricted			9,495,662.17		9,495,662.17
<b>Total Net Assets</b>	<b>\$3,308.15</b>	<b>\$1,066,762.38</b>	<b>\$9,484,600.17</b>	<b>\$0.00</b>	<b>\$10,554,670.70</b>
<b>Total Liabilities and Net Assets</b>	<b>\$10,660.08</b>	<b>\$1,066,762.38</b>	<b>\$9,484,600.17</b>	<b>\$16,895,000.00</b>	<b>\$27,457,022.63</b>

**North River Ranch CDD**  
**Statement of Activities**  
As of 3/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b>Revenues</b>					
Developer Contributions	\$46,966.62				\$46,966.62
Inter-Fund Transfers In	(5,972.00)				(5,972.00)
Debt Proceeds		\$1,404,650.70			1,404,650.70
Developer Contributions			\$5,090.00		5,090.00
Inter-Fund Transfers In			5,972.00		5,972.00
Debt Proceeds			15,490,349.30		15,490,349.30
<b>Total Revenues</b>	<b>\$40,994.62</b>	<b>\$1,404,650.70</b>	<b>\$15,501,411.30</b>	<b>\$0.00</b>	<b>\$16,947,056.62</b>
<b>Expenses</b>					
Supervisor Fees	\$6,800.00				\$6,800.00
Public Officials' Insurance	2,421.00				2,421.00
Management	10,000.02				10,000.02
Engineering	5,195.41				5,195.41
Dissemination Agent	2,500.00				2,500.00
District Counsel	10,973.50				10,973.50
Postage & Shipping	33.01				33.01
Copies	301.19				301.19
Legal Advertising	851.76				851.76
Web Site Maintenance	1,050.00				1,050.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,960.00				2,960.00
Other Debt Service Costs		\$337,900.00			337,900.00
Trustee Services			\$14,525.00		14,525.00
Engineering			54,457.50		54,457.50
District Counsel			1,446.00		1,446.00
Contingency			5,935,430.04		5,935,430.04
<b>Total Expenses</b>	<b>\$43,260.89</b>	<b>\$337,900.00</b>	<b>\$6,005,858.54</b>	<b>\$0.00</b>	<b>\$6,387,019.43</b>
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>					
Interest Income		\$11.68			\$11.68
Interest Income			\$109.41		109.41
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$0.00</b>	<b>\$11.68</b>	<b>\$109.41</b>	<b>\$0.00</b>	<b>\$121.09</b>
<b>Change In Net Assets</b>	<b>(\$2,266.27)</b>	<b>\$1,066,762.38</b>	<b>\$9,495,662.17</b>	<b>\$0.00</b>	<b>\$10,560,158.28</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$5,574.42</b>	<b>\$0.00</b>	<b>(\$11,062.00)</b>	<b>\$0.00</b>	<b>(\$5,487.58)</b>
<b>Net Assets At End Of Year</b>	<b>\$3,308.15</b>	<b>\$1,066,762.38</b>	<b>\$9,484,600.17</b>	<b>\$0.00</b>	<b>\$10,554,670.70</b>

**North River Ranch CDD**  
 Budget to Actual  
 For the Month Ending 3/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Developer Contributions	\$ 46,966.62	\$ 51,087.48	\$ (4,120.86)	\$ 102,175.00
<b>Net Revenues</b>	<b>\$ 46,966.62</b>	<b>\$ 51,087.48</b>	<b>\$ (4,120.86)</b>	<b>\$ 102,175.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 6,800.00	\$ 6,000.00	\$ 800.00	\$ 12,000.00
Public Officials' Insurance	2,421.00	1,237.50	1,183.50	2,475.00
Trustee Services	-	3,000.00	(3,000.00)	6,000.00
Management	10,000.02	10,000.02	-	20,000.00
Engineering	5,195.41	7,500.00	(2,304.59)	15,000.00
Dissemination Agent	2,500.00	2,500.02	(0.02)	5,000.00
District Counsel	10,973.50	10,000.02	973.48	20,000.00
Assessment Administration	-	3,750.00	(3,750.00)	7,500.00
Audit	-	3,000.00	(3,000.00)	6,000.00
Postage & Shipping	33.01	150.00	(116.99)	300.00
Copies	301.19	250.02	51.17	500.00
Legal Advertising	851.76	499.98	351.78	1,000.00
Miscellaneous	-	249.96	(249.96)	500.00
Web Site Maintenance	1,050.00	1,350.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	87.48	87.52	175.00
General Insurance	2,960.00	1,512.48	1,447.52	3,025.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 43,260.89</b>	<b>\$ 51,087.48</b>	<b>\$ (7,826.59)</b>	<b>\$ 102,175.00</b>
<b>Total Expenses</b>	<b>\$ 43,260.89</b>	<b>\$ 51,087.48</b>	<b>\$ (7,826.59)</b>	<b>\$ 102,175.00</b>
<b>Net Income (Loss)</b>	<b>\$ 3,705.73</b>	<b>\$ -</b>	<b>\$ 3,705.73</b>	<b>\$ -</b>

North River Ranch CDD

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 3/31/2021

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: AMERRI - AMERRITT</b>										
<b>20-322</b> FR 21-20 - Ph 4A plat preparation	10/31/20	03/19/21 300-053-9000-46-15 - Contingency	11/30/20	\$11,300.00					Credit Applied	\$11,300.00
<b>INVOICE 20-322 TOTALS:</b>				<b>\$11,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$11,300.00</b>
<b>20-322-CR</b> FR 21-20 - Ph 4A plat preparation	10/31/20	03/19/21 300-053-9000-46-15 - Contingency	11/30/20	(\$11,300.00)					Credit Applied	(\$11,300.00)
<b>INVOICE 20-322-CR TOTALS:</b>				<b>(\$11,300.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>(\$11,300.00)</b>
<b>20-356</b> FR 21-20 - Ph 4A plat preparation	11/30/20	03/19/21 300-053-9000-46-15 - Contingency	12/30/20	\$3,700.00					Credit Applied	\$3,700.00
<b>INVOICE 20-356 TOTALS:</b>				<b>\$3,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,700.00</b>
<b>20-356-CR</b> FR 21-20 - Ph 4A plat preparation	11/30/20	03/19/21 300-053-9000-46-15 - Contingency	12/30/20	(\$3,700.00)					Credit Applied	(\$3,700.00)
<b>INVOICE 20-356-CR TOTALS:</b>				<b>(\$3,700.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>(\$3,700.00)</b>
<b>AMERRITT TOTALS:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$0.00</b>
<b>VENDOR: KAISER - KAISER CONSULTING GROUP</b>										
<b>2021030701</b> FR 21-20 - Ph 4A,B tortoise relocation	03/07/21	03/19/21 300-053-9000-46-15 - Contingency	04/06/21	\$4,200.00					Credit Applied	\$4,200.00
<b>INVOICE 2021030701 TOTALS:</b>				<b>\$4,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$4,200.00</b>
<b>2021030701-CR</b> FR 21-20 - Ph 4A,B tortoise relocation	03/07/21	03/19/21 300-053-9000-46-15 - Contingency	04/06/21	(\$4,200.00)					Credit Applied	(\$4,200.00)
<b>INVOICE 2021030701-CR TOTALS:</b>				<b>(\$4,200.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>(\$4,200.00)</b>
<b>KAISER CONSULTING GROUP TOTALS:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$0.00</b>
<b>VENDOR: PFMGP - PFM GROUP CONSULTING</b>										
<b>DM-03-2021-0033</b> FR 21-19 - DM fee: Mar. 2021	03/05/21	03/12/21 001-051-3000-31-02 - Management	04/04/21	\$1,666.67						\$1,666.67
<b>INVOICE DM-03-2021-0033 TOTALS:</b>				<b>\$1,666.67</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,666.67</b>
<b>114202</b> FR 21-19 - Series 2020 - 2021.Q2 dissemination srvs	03/11/21	03/12/21 001-051-3000-31-06 - Dissemination Agent	04/10/21	\$1,250.00						\$1,250.00
<b>INVOICE 114202 TOTALS:</b>				<b>\$1,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,250.00</b>
<b>OE-EXP-03-33</b> FR 21-19 - Feb. postage	03/11/21	03/12/21 001-051-3000-42-01 - Postage & Shipping	04/10/21	\$9.69						\$9.69

\*V - Denotes Voided Check Entries

North River Ranch CDD

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 3/31/2021

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>INVOICE OE-EXP-03-33 TOTALS:</b>				<u>\$9.69</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$9.69</u>
<b>PFM GROUP CONSULTING TOTALS:</b>				<u>\$2,926.36</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$2,926.36</u>
<b>VENDOR: VGLOBAL - VGLOBALTECH</b>										
<b>2471</b>	<b>03/01/21</b>	<b>03/05/21</b>	<b>03/31/21</b>							
FR 18 - Mar. website maint.		001-051-3000-49-11 - Web Site Maintenanc		\$125.00						\$125.00
<b>INVOICE 2471 TOTALS:</b>				<u>\$125.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$125.00</u>
<b>VGLOBALTECH TOTALS:</b>				<u>\$125.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$125.00</u>
<b>LEDGER TOTALS:</b>				<u>\$3,051.36</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$3,051.36</u>