

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

March 15, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

PTC

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

PTC Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 8, 2023

Board of Supervisors
PTC Community Development District

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Regular Meeting on March 15, 2023 at 11:00 a.m., at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-02, Approving Request for Proposal Documents for Pasco Town Center Phase 1A Construction Project; Ratifying Notice of the Request for Proposal Project; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2023-03, Authorizing the District Engineer, or Another Individual Designated by the Board of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining any and all Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Competitive Selection Criteria and Notice of Request for Qualifications for Geotechnical Engineering Service and Surveying Services; Authorization of Staff to Finalize Items Related to Request and Publish Required Notice
6. Consideration of Resolution 2023-01, Designating the Location of the Local District Records Office and Providing an Effective Date
7. Acceptance of Unaudited Financial Statements as of January 31, 2023

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Approval of October 28, 2022 Regular Meeting Minutes

9. Staff Reports

A. District Counsel: *KE Law Group, PLLC*

B. District Engineer: *Heidt Design, LLC*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 10, 2023 at 12:00 PM

○ QUORUM CHECK

SEAT 1	MICHAEL WOLF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JEFF PORTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BOB TANKEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CLIFTON FISCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JACOB ESSMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

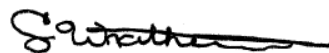
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

PTC

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PTC COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR PASCO TOWN CENTER PHASE 1A CONSTRUCTION PROJECT; RATIFYING NOTICE OF THE REQUEST FOR PROPOSAL PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the PTC Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District Board of Supervisors (“Board”) hereby finds that it is in the District’s best interests to competitively solicit the Pasco Town Center Phase 1A construction services (the “Project”) through a Request for Proposals (“RFP”) process; and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to ratify the actions of District staff in noticing the RFP and hereby finds such actions were in the District’s best interests; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. The District’s Board hereby ratifies the actions of the District Manager, District Engineer, District Counsel and the Vice Chairman in advertising the RFP and finds such actions were in the District’s best interests and are hereby ratified and confirmed.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of March 2023.

ATTEST

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: RFP Notice
Instructions to Proposers
Evaluation Criteria

COMPOSITE EXHIBIT A

PTC COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REQUEST FOR PROPOSALS PASCO TOWN CENTER PHASE 1A Pasco County, Florida

PTC Community Development District (“**District**” or “**CDD**”), located in Pasco County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment and construction services in connection with the development of the Pasco Town Center, Phase 1 Mass Grading and Phase 1A Infrastructure in accordance with the District’s capital improvement plan. This project primarily consists of site work, which consists of constructing, among other things, roads, utilities, including but not limited to water, sewer, potable water, pump station and related utility improvements, stormwater improvements, earthwork and grading, landscape and irrigation and other improvements necessary for the planned community development (the “**Project**”).

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from Heather Meyer at Heather.Meyer@clearviewland.com and are expected to be available beginning **March 13, 2023 at 12 p.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at Heather.Meyer@clearviewland.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. Additionally, interested firms must MINIMALLY successfully executed at least five projects in the last three years of substantially similar scope that exceeded twenty million dollars in contract amount and have a minimum bonding capacity of 100 million dollars, along with being able to meet all other conditions of the Request for Proposal package. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

Firms desiring to provide services for the Project must submit an original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **April 7, 2023 at 12:00 p.m. (EST)** (“**Proposal Deadline**”), at the offices of the District Engineer, c/o Clearview Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, FL 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR PHASE 1 MASS GRADING AND PHASE 1A OF PTC CDD PROJECT.” The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s**

best interests to do so. Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline and at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("**Board**") will be made at that time. A copy of the agenda for the meeting can be obtained from Clearview Land Design, P.L., the District Engineer, at Heather.Meyer@clearviewland.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A MS Teams link will be provided to all proposers that received a Project Manual so that Proposers, any member of the Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer's Office at 1-407-898-1511, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to Clearview Land Design, P.L., the District Engineer, at Heather.Meyer@clearviewland.com with e-mail copies to jennifer@cddlwyers.com and suitk@whhassociates.com. No phone inquiries please.

INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF POSTING OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$150,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW.

General Instructions

1. OVERVIEW. PTC Community Development District (“**District**” or “**CDD**”), located in Pasco County, Florida, is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this “**Request for Proposals**” or “**RFP**”) proposals (“**Proposal(s)**”) for contractors (“**Proposer(s)**”) to provide labor, materials, equipment and construction services in connection with the development of Phase 1A. This project primarily consists of site work, which consists of constructing, among other things, roads, utilities, including but not limited to water, sewer, potable water, pump station and related utility improvements, stormwater improvements, earthwork and grading, landscape and irrigation and other improvements necessary for the planned community development (the “**Project**”).

2. DUE DATE. Firms desiring to provide services for the Project must one (1) original and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **April 7, 2023 at 12:00 p.m. (EST) (“Proposal Deadline”)**, at the offices of the District Engineer, c/o Clearview Land Design, P.L. at 3010 W. Azelee St, Suite 150, Tampa, FL 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time.

3. SUMMARY OF SCHEDULE. The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

DATE/TIME	EVENT
March 5, 2023	RFP Notice is issued.
March 13, 2023	RFP Project Manual available upon request.
March 13 through March 20, 2023	Site inspections available. (Notify District Engineer.)
March 20, 2023 at 12:00 p.m.	Deadline for questions.
April 7, 2023 at 12:00 p.m.	Proposals submittal deadline.

4. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Clearview Land Design, P.L., the District Engineer, at Heather.Meyer@clearviewland.com, with copies to jennifer@cddlattorneys.com, and suitk@whhassociates.com. No phone inquiries please. All questions must be received no later than **March 20, 2023 at 12:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in Proposal to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Engineer at Heather.Meyer@clearviewland.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer's officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer's behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the City. ANY Communication CONTRARY TO THE REQUIREMENTS OF THIS SECTION may cause an individual firm, or team, to be disqualified from participating.

Completing the Proposal

6. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

7. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:

1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager/supervisor from someone other than individuals affiliated with the Proposer.
 - iv. Proposer shall include information about office location for each of the individuals provided in this section.

2. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Quantity of each piece of equipment to be used.
 - iii. Whether the equipment is owned or leased/rented.
 - iv. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project.
 - v. The availability of the equipment to be mobilized on an expedited schedule and the timing associated with the same.

3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier's role in the Project.
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
 - iii. The subcontractor / supplier's geographic location.
 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.

4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Project. Identify the amount of each person's time that will be devoted to the Project.

5. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken within the last three years along with relevant

project information, including original contract amount, change order values, final contract amount and information related to starting and finishing schedule. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference of the firm.

6. Describe previous or currently contracted work with other community development districts along with contact information from that community development district.
- D. Related Experience: A detailed list of the projects that best illustrate the experience of the Proposer and staff which will be assigned to the Project. List no more than ten projects and include only projects which were completed within the last five years. Provide a secondary list of all projects in Florida which exceed Fifteen Million Dollars (\$15,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:
1. Name and location of the project
 2. The nature of the Proposer's responsibility on this project including project delivery method
 3. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference
 4. Size of project (dollar value and square footage of project)
 5. Construction cost
 6. Present status of the project and the date project was completed or is anticipated to be completed
 7. Key professionals involved on listed project who would be assigned to this Project
 8. The starting contract amount and the amount of the change orders (indicating whether additive or deductive) at the end of the project.
- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 2. Information regarding current contracts on hand.
 3. Information regarding contracts completed during the last three years.
 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- F. Pricing for all work, with unit pricing in a detailed schedule of values. This schedule of values shall be used to price change orders, if any, and therefore must be sufficiently detailed.

- G. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.
- I. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- J. Information regarding whether the Proposer, or any of its proposed subcontractors/suppliers, is a Pasco County local business.
- K. Copies of all applicable business licenses.
- L. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- M. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.
- N. As referenced above, a list of any proposed changes to the contract form.

8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. **THE DISTRICT WILL ONLY CONSIDER PROPOSALS FROM PROPOSERS WITH AT LEAST FIVE PROJECTS THAT EXCEEDED \$20 MILLION IN THE LAST THREE YEARS SUBSTANTIALLY SIMILAR TO THE SCOPE OF THIS PROJECT AND THAT HAVE A MINIMUM OF 100 MILLION IN BONDING CAPACITY.**

9. INSURANCE. All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within seven (7) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Proposers must be able to meet the applicable insurance requirements in order to apply, and the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

10. WARRANTIES. The form of contract includes various warranties that shall be provided by the Proposer to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. Related, and as set forth in more detail in the forms of contract, the selected Proposer will be responsible for providing any necessary warranties, maintenance bonds and other forms of indemnification to the extent necessary to turnover completed improvements to the County or other governmental entities.

11. FINANCIALS. The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

12. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

13. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of 25% of the total pricing set forth in the Proposal, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract, and upon seven (7) days written notice from the District. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

14. SUBMISSION OF PROPOSALS. Submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR PHASE 1A OF PTC CDD PROJECT."

15. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

16. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District

reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

Acknowledgments

17. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site at the times set forth in Section 3. Please contact the District Engineer, using the information herein, if you would like to attend either of the site inspections. NOTE THAT THE "ZONE OF SILENCE" REFERENCED IN SECTION 5 APPLIES TO THE SITE INSPECTIONS, AND ACCORDINGLY PROPOSERS SHOULD REFRAIN FROM DISCUSSING THIS RFP WITH THE DISTRICT ENGINEER'S REPRESENTATIVE WHILE AT THE SITE INSPECTION.

18. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the Project Documents and/or Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Pasco County, the Southwest Florida Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- D. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- E. The Proposer shall complete the work for the Project in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise

directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.

- F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, Proposer will be responsible for any damage that may result.
- G. Proposer shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Proposer shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. Proposer shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. Proposer shall provide turbidity barriers throughout the Project as required to ensure compliance with all NPDES and other legal requirements.
- K. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- L. All necessary construction staking survey work must be provided by Proposer.
- M. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“**ADA**”) Accessibility Guidelines, and local, state and federal laws.

Permits

18. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all construction permits and licenses. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees

necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to allow the District to enter into all agreements with material suppliers directly with the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. Each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing by the District. Proposer's warranties and performance bonds shall extend to cover all direct purchased materials, as though Proposer had selected and purchased the materials itself. Direct Purchases shall be coordinated with Proposer, and the Proposer shall agree beforehand on all direct purchase type and quantities. There will be no additional compensation (such as mark-ups) to the contractor for direct purchase items.

Contract Award & Protests

20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. The District's Board of Supervisors ("**Board**") intends to evaluate the Proposals, with advice from the District Engineer. The District's Board shall review and evaluate the Proposals in their individual discretion, and make a recommendation to the Board, which shall make any final determination with respect to the ranking of the Proposals, and final award of a contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

22. CONTRACT AWARD. Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute a form of agreement substantially in the form included in the Project Manual, unless requested otherwise by the District. Any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, executed contracts, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BONDS. At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds for one hundred percent (100%) of the amount of the authorized work, with a surety with a rating of 'A' or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of the Proposer's total contract price.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, PTC Boyette, LLC and their respective members, parents, partners, Board members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

25. LIMITATION OF LIABILITY. 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.

26. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the

information in Proposal to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

27. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in the Pasco County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office and with District Counsel, by no later than **72 hours after receipt of this Project Manual**. District Counsel's office is located at c/o Kilinski | Van Wyk PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. **REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE PROJECTS, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.**

Special Considerations

29. SCHEDULE; LIQUIDATED DAMAGES. The Contractor shall submit a proposed schedule for the Project, and shall be subject to liquidated damages as provided in the forms of contract.

30. ASSIGNMENT OF RIGHTS. Pursuant to the forms of contract and the Development Agreements, the District will own all rights to any intellectual property or other work completed as part of the Project, and all rights of the District to such property as well as all of the District's rights under the forms of contract – including warranties, bonds, insurance, indemnification, etc. – shall be freely assignable by the District and to the County and the landowner/developer as may be applicable.

31. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, the Contractor must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Agreement.

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the Pasco County and the State of Florida. An interested firm must demonstrate a minimum of 100 million in bonding capacity and have successfully prosecuted at least five projects in the last three years exceeding twenty million dollars.

2. EXPERIENCE (30 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a Pasco County local business or proposes to utilize Pasco County local business(es) to perform the work; availability of equipment and personnel, etc.

4. FINANCIAL CAPACITY (10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE (15 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. This category will be a combination of the combined analyses of actual price and reasonableness.

6. SCHEDULE (25 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Time is of the essence of this Project.

100 Total Points Possible

PTC

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the PTC Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as "Owner").

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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PASSED AND ADOPTED this 15th day of March, 2023.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Form of Work Authorization

Comp. Exhibit B

Procurement Procedures for Direct Purchase Material

EXHIBIT A

Work Authorization

_____, 2023

Board of Supervisors
PTC Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number 1**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

Clearview Land Design, P.L. (“Engineer”) is pleased to submit this work authorization to provide engineering services for the PTC Community Development District. We will provide these services pursuant to our current agreement dated _____ (“Engineering Agreement”) as follows:

I. Scope of Work

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District’s Procurement Procedures for Direct Purchase Materials (also referred to as “Owner Purchased Materials”). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and Engineer with regard to the referenced services herein. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

Jordan Schrader, P.E.
Clearview Land Design, P.L.

Authorized Representative of PTC Community
Development District
Date: _____

APPROVED AND ACCEPTED

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3** and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall

list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE DIRECT PURCHASE MATERIALS.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15th) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

3. Quantity needed as estimated by CONTRACTOR. _____

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

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

8. By signing below, Contractor affirms that it (i) is not the manufacturer of the materials, (ii) does not have exclusive rights from the manufacturer of the materials to furnish and install the materials, and (iii) has not already purchased the materials, and that (iv) the contractor or subcontractor installing the materials is not also selling the materials to the District.

OWNER: PTC Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

**PURCHASE ORDER
PTC COMMUNITY DEVELOPMENT DISTRICT**

“Owner”		“Seller”	
Owner:	PTC CDD	Seller:	
Address:	c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	
Phone:	(877) 276-0889	Phone:	

“Project”			
Project Name:	<u>Pasco Town Center Mass Grading and Phase 1A</u>	Contract Date:	
Project Address:	Pasco County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit 1**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____ (See **Exhibit 3**)

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit 2**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

PTC Community Development District

Owner
By: _____
Name: _____
Title: _____
Date Executed: _____

Seller
By: _____
Name: _____
Title: _____
Date Executed: _____

- EXHIBIT 1:** Proposal
- EXHIBIT 2:** Terms and Conditions
- EXHIBIT 3:** District’s Certificate of Exemption

EXHIBIT 1

[Attach proposal]

EXHIBIT 2

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's properties for the purposes with which the District makes such purchase. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.

10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Section 287.133(2)(a), *Florida Statutes*.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit 1**, this document shall control.

EXHIBIT 3

[Attach Certificate of Exemption]

and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

PTC

COMMUNITY DEVELOPMENT DISTRICT

5

REQUEST FOR QUALIFICATIONS FOR GEOTECHNICAL ENGINEERING SERVICE AND SURVEYING SERVICES FOR THE PTC COMMUNITY DEVELOPMENT DISTRICT

The PTC Community Development District (“**District**”), located in Pasco County, Florida, announces that two separate contracts will be required on a continuing basis for the District’s Capital Improvement Plan, consisting of public improvements authorized by Chapter 190, *Florida Statutes*, for (1) professional geotechnical engineering services and (2) for professional surveying services. The geotechnical engineering firm selected will provide engineering services as required pursuant to a master engineering agreement to be negotiated between the parties. The surveying firm selected will provide survey services as required pursuant to a master surveying agreement to be negotiated between the parties.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District for either geotechnical engineering or surveying must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer or surveyor for any community development districts and past experience with Pasco County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering or surveying tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by [REDACTED] a/p.m. on [REDACTED], 2023, to the attention of Craig Wrathell (by email to: wrathellc@whhassociates.com) (“**District Manager’s Office**”).

The Board shall select and rank the Applicants for each service, respectively, by using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends)

after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

Publish on: _____ (must be published at least 14 days prior to submittal deadline)

PTC COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

PTC COMMUNITY DEVELOPMENT DISTRICT

DISTRICT SURVEYOR PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

PTC

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the PTC Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Pasco County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of

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

SECTION 1. The District's local records office shall be located at:

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of March, 2023.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 6,122	\$ -	\$ 6,122
Due from Landowner	8,117	-	8,117
Total assets	<u>\$ 14,239</u>	<u>\$ -</u>	<u>\$ 14,239</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 8,117	\$ -	\$ 8,117
Due to Landowner	-	12,519	12,519
Accrued taxes payable	122	-	122
Landowner advance	6,000	-	6,000
Total liabilities	<u>14,239</u>	<u>12,519</u>	<u>26,758</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	8,117	-	8,117
Total deferred inflows of resources	<u>8,117</u>	<u>-</u>	<u>8,117</u>
Fund balances:			
Restricted for:			
Debt service	-	(12,519)	(12,519)
Unassigned	<u>(8,117)</u>	<u>-</u>	<u>(8,117)</u>
Total fund balances	<u>(8,117)</u>	<u>(12,519)</u>	<u>(20,636)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,239</u>	<u>\$ -</u>	<u>\$ 14,239</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 17,750	\$ 110,599	16%
Total revenues	<u>-</u>	<u>17,750</u>	<u>110,599</u>	16%
EXPENDITURES				
Professional & administrative				
Supervisors	-	861	6,459	13%
Management/admin/recording	4,000	16,000	48,000	33%
Legal	-	1,706	25,000	7%
Engineering	-	-	2,000	0%
Telephone	16	66	200	33%
Postage	-	-	500	0%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,700	0%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Meeting room rental	-	-	1,650	0%
Contingencies/bank charges	-	350	500	70%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	175	210	83%
Total expenditures	<u>4,058</u>	<u>24,325</u>	<u>110,599</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(4,058)	(6,575)	-	
Fund balances - beginning	(4,059)	(1,542)	-	
Fund balances - ending	<u>\$ (8,117)</u>	<u>\$ (8,117)</u>	<u>\$ -</u>	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	-	229
Total debt service	<u>-</u>	<u>229</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(229)
 Fund balances - beginning	<u>(12,519)</u>	<u>(12,290)</u>
Fund balances - ending	<u><u>\$ (12,519)</u></u>	<u><u>\$ (12,519)</u></u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PTC COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the PTC Community Development District held a Regular Meeting on October 28, 2022 at 11:00 a.m., at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

Present were:

Michael Wolf (via telephone)	Chair
Jeff Porter	Vice Chair
Bob Tankel	Assistant Secretary
Clifton Fischer	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Lauren Gentry	District Counsel
Jordan Schrader (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:03 a.m.

Supervisors Fischer, Tankel and Porter were present. Supervisor Wolf attended via telephone. Supervisor Essman was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Responses to Request for Qualifications (RFQ) for Engineering Services

A. Affidavit of Publication

B. RFQ Package

These items were included for informational purposes.

39 **C. Respondents**

40 Ms. Suit stated, at the last meeting, Clearview Land Design, P.L., was engaged as Interim
41 District Engineer.

42 While Board Members were scoring the ranking sheet, Ms. Suit noted that Mr. Wolf
43 submitted his ranking sheet prior to the meeting and included comments.

44 **I. Clearview Land Design, P.L.**

45 **II. Lighthouse Engineering, Inc.**

46 Ms. Gentry reviewed and deemed both bid responses as complete; each respondent
47 appeared qualified. She noted slight differences that can be considered in the ranking process,
48 such as Clearview having a bit more experience with CDDs and master plan communities, the
49 location of each respondent and that Lighthouse Engineering, Inc., is classified as a certified
50 small business.

51 Mr. Wolf stated location and experience were factors in his scoring. Ms. Suit presented
52 Mr. Wolf's score for each respondent in each category.

53 **D. Competitive Selection Criteria/Ranking**

54 Ms. Suit presented the overall score and ranking results, as follows:

55 #1 Clearview Land design, P.L. 356 points

56 #2 Lighthouse Engineering, Inc. 266 points

57

58 **On MOTION by Mr. Fischer and seconded by Mr. Tankel, with all in favor,**
59 **acceptance of the scoring and rankings, ranking Clearview Land Design, P.L., as**
60 **the #1 ranked respondent to the Request for Qualifications for Engineering**
61 **Services, was approved.**

62

63

64 **E. Award of Contract**

65

66 **On MOTION by Mr. Tankel and seconded by Mr. Porter, with all in favor,**
67 **awarding the Engineering Services contract to Clearview Land Design, P.L., the**
68 **#1 ranked respondent, authorizing Ms. Gentry to draft an agreement and**
69 **negotiate a contract and authorizing the Chair to execute, and, if unsuccessful,**
70 **proceeding with Lighthouse Engineering, Inc., the #2 ranked respondent, was**
71 **approved.**

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FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

FIFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2022

Ms. Suit presented the Unaudited Financial Statements as of September 30, 2022.

On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, the Unaudited Financial Statements as of September 30, 2022, were accepted.

SIXTH ORDER OF BUSINESS

Approval of September 23, 2022 Regular Meeting and Audit Committee Meeting Minutes

Ms. Suit presented the September 23, 2022 Regular Meeting and Audit Committee Meeting Minutes.

On MOTION by Mr. Fischer and seconded by Mr. Porter, with all in favor, the September 23, 2022 Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *KE Law Group, PLLC*

Ms. Gentry stated that each Board Members score sheet will become part of the record.

Ms. Suit conveyed Mr. Wrathell’s availability with Mr. Wolf to discuss how they want CDD contracts and acquiring improvements handled.

108 Mr. Wolf stated they are about 45 days out from obtaining a mass grading permit and
109 there have been subsequent calls with various parties about the next steps in preparing to issue
110 bonds sometime mid, first quarter 2023.

111 Regarding the mass grading contract, Ms. Gentry was advised of the plan for the CDD to
112 acquire the improvements from the Developer and to contact Mr. Porter about this matter.

113 **B. District Engineer: *Heidt Design, LLC***

114 Future agendas will identify Clearview Land Design, P.L., as the District Engineer.

115 Mr. Schrader advised Ms. Gentry to use the same hourly rate table in the Interim
116 Agreement for the new District Engineering Agreement. He will remain as District Engineer.

117 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 118 • **NEXT MEETING DATE: November 25, 2022 at 11:00 AM**

- 119 ○ **QUORUM CHECK**

120 The November 25 and December 23, 2023 meetings will be cancelled. Mr. Wolf or Mr.
121 Porter will advise by November 11, 2022 if a Special Meeting on December 9, 2022 is needed.

122

123 **EIGHTH ORDER OF BUSINESS**

Board Members' Comments/Requests

124

125 There were no Board Members comments or requests.

126

127 **NINTH ORDER OF BUSINESS**

Public Comments

128

129 No members of the public spoke.

130

131 **TENTH ORDER OF BUSINESS**

Adjournment

132

133

134 **On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the**
135 **meeting adjourned at 11:29 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

PTC COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

*Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel
2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2022	Regular Meeting	11:00 AM
November 25, 2022 CANCELED	Regular Meeting	11:00 AM
December 9, 2022 CANCELED	Special Meeting	11:00 AM
December 23, 2022 CANCELED	Regular Meeting	11:00 AM
January 27, 2023 CANCELED	Regular Meeting	11:00 AM
February 24, 2023 CANCELED	Regular Meeting	11:00 AM
March 15, 2023 <i>Continued to April 10, 2023</i>	Regular Meeting	11:00 AM
March 24, 2023	Regular Meeting	11:00 AM
April 10, 2023	Continued Regular Meeting	12:00 PM
April 28, 2023	Regular Meeting	11:00 AM
May 26, 2023	Regular Meeting	11:00 AM
June 23, 2023	Regular Meeting	11:00 AM
July 28, 2023	Regular Meeting	11:00 AM
August 25, 2023	Regular Meeting	11:00 AM
September 22, 2023	Regular Meeting	11:00 AM