

PTC

COMMUNITY DEVELOPMENT

DISTRICT

November 7, 2023

BOARD OF SUPERVISORS

SPECIAL 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

October 31, 2023

Board of Supervisors
PTC Community Development District

<p>ATTENDEES: Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on November 7, 2023 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-01, Approving Request for Proposal Documents for Pasco Town Center McKendree Road 1st Extension Project; Ratifying Notice of the Request for Proposal Project; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Mortensen Engineering Inc., Proposal for Work Authorization #4 for Geotechnical Engineering Services
 - A. Report for Design Level Geotechnical Testing - Pasco Town Center - McKendree Road 1st Extension Offsite Roadway Improvements
5. Discussion/Consideration: CH II Management, LLC Items
 - A. Change Order Clarification/CH II Management, LLC Addendum to Agreement for Construction Management and Consulting Services
 - B. CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., Change Order Request #9 (COR # 9) – Wetland Topo Discrepancy Additional Fill \$789,406.21
6. Ratification Items
 - A. Tierra Proposal for Contamination Cleanup Services
 - Invoice
 - B. Phillips & Jordan, Incorporated, Change Order Nos. 1, 2, 3 & 5 [Mass Grading and Phase 1A Project]

- C. Mortensen Engineering Inc. Work Authorizations for Geotechnical Engineering Services
 - I. #2
 - II. #3
- D. Phase 1 Project Improvements and Work Product Acquisition Package
 - Requisition Number 4 [PTC Boyette, LLC \$437,657.88]
- 7. Consideration of Clearview Land Design, P.L., Work Authorization Number 2
- 8. Acceptance of Unaudited Financial Statements as of September 30, 2023
- 9. Approval of August 25, 2023 Public Hearing and Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 24, 2023 at 5:00 PM

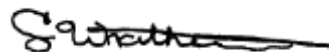
○ QUORUM CHECK

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 3	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

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. 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 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PTC COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR PASCO TOWN CENTER MCKENDREE ROAD 1ST EXTENSION 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 construction services for its McKendree Road 1st Extension Project (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, except as it relates to the Evaluation Criteria, 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 and Instructions to Proposers 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 associated contract documents.

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 7th day of November 2023.

PTC COMMUNITY DEVELOPMENT DISTRICT

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 MCKENDREE ROAD 1ST EXTENSION
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, McKendree Road 1st Extension 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 at the Pre-Bid Meeting scheduled **November 14, 2023 at 11:00AM (EST) at the offices of Clearview Land Design, P.L., 3010 W Azeele Street, Suite 150, Tampa, FL 33609** or before such meeting upon request from Jordan Shrader at JordanS@clearviewland.com and Heather Meyer at Heather.Meyer@clearviewland.com. Please contact Heather Meyer to be added to the pre-bid meeting communication. 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 have 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 **January 18, 2024 at 12:00 p.m. (EST) (“Proposal Deadline”)**, to 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 PASCO TOWN CENTER MCKENDREE ROAD 1ST EXTENSION 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 pursuant to the District's rules of procedure and 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 accommodation to participate in this meeting is asked to advise the District Engineer's Office at 1-407-898-1511, at least three business days 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@cddlawyers.com and suitk@whhassociates.com. No phone inquiries.

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 first phase of development of PTC. This project comprises the McKendree Road 1st Extension and 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**”). Contractor shall be responsible for all stake out and record plan drawing surveys.

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 **January 18, 2024 at 12:00 p.m. (EST) (“Proposal Deadline”)**, to 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. The District may elect to transmit a MS Teams or other virtual invite upon request and in its discretion.

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

DATE/TIME	EVENT
November 5, 2023	RFP Notice is issued.
November 14, 2023 at 11:00 a.m.	RFP Project Manual available and Pre-Bid Meeting.
XX	Site inspections available – upon notice*
December 29, 2023 at 12:00 p.m.	Deadline for questions.
January 18, 2024 at 12:00 p.m.	Proposals submittal deadline and Public Bid Opening

**** Proposers may only enter the site during this date and time and at their own risk and shall be responsible for any damage caused by entry upon the site. Proposers will be required to execute an acknowledgement/indemnification form for site entry.**

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. Proposers should be aware that the District is anticipated to have a geotechnical engineer under contract and such engineer will be a direct consultant to the District.

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@cddlawyers.com, and suitk@whhassociates.com. No phone inquiries. All questions must be received no later than **December 29, 2023 at 12:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed, 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 County. 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.
 - vi. Provide information regarding whether the subcontractors/suppliers are a Pasco County local business.

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.
 5. 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 125% of the amount of the Project.
- 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, bonds, warranty and 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 PASCO TOWN CENTER MCKENDREE ROAD 1ST EXTENSION 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, which shall be limited to the time set forth therein. Please contact the District Engineer, using the information herein, if you would like to attend the site inspection – each Proposer shall do so at its own risk and shall be required to execute an indemnification and acknowledgement form for the same. 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, FDOT, Pasco County, the Southwest Florida Water Management District and all other regulatory agencies prior to Project acceptance. The Contractor is also required to apply for and maintain a NPDES permit for the Project and shall be responsible for the associated costs. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District. The District will have its own geotechnical engineer under contract for geotechnical engineering services. The Contractor will be responsible for coordinating testing schedules with the geotechnical engineer.
- 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 and in accordance with FDOT, Pasco County and other regulatory agency requirements. 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. This shall include all stake out and record plan drawing surveys.
- 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 types 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. The Proposal selected by the District shall be reasonably satisfactory to Pasco County and/or FDOT, as required.

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.

A. **Payment and Performance Bonds.** At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds in favor of the District and Pasco County as dual-obligees for one hundred twenty-five percent (125%) of the amount of the authorized work, with a bank, surety, or other financial institution reasonably acceptable to the District and Pasco County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a

financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide, and in accordance with Section 255.05, *Florida Statutes*.

- B. **Maintenance Guarantee.** As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of 125% of the Proposer's total contract price. Further, as is required by the applicable Economic Development Agreement, upon completion of the Work (as defined in the Contract Documents) and final acceptance by Pasco County and/or FDOT, as applicable, in accordance with the Pasco County Engineering Inspections Division certification as required, the Contractor shall guarantee that the Pasco County improvements included in the Project specified herein and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three years ("**Maintenance Period**") and include Pasco County land development code provisions in its joint obligee rider to the County. Accordingly, Contractor shall provide a maintenance guarantee valid for such Maintenance Period, and the monetary amount that shall be available to the District and the Pasco County Board of County Commissioners under the terms of such guarantee shall equal fifteen percent (15%) of the cost of the Pasco County (but not FDOT) improvements included in this Project ("**Maintenance Guarantee**"). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the Maintenance Guarantee in accordance with the procedures required by Pasco County and in accordance with the Economic Development Agreement.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, Pasco County, 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, 517 E. College Avenue, Tallahassee, Florida 32301. 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.

**PASCO TOWN CENTER MCKENDREE ROAD 1ST EXTENSION PROJECT
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 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

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number** #4
PTC Community Development District

Dear Chairperson, Board of Supervisors:

Mortensen Engineering, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide geotechnical engineering services for the PTC Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated Sept. 21, 2023 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ 4,100.00 The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$ 4,100.00, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

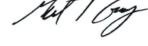
APPROVED AND ACCEPTED

Sincerely,

PTC Community Development District

Mortensen Engineering, Inc.

By: 
Authorized Representative

By: 
Authorized Representative

Date: 9/22/2023

Date: 9/21/2023

TO: PTC CDD
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

September 21, 2023

SUBJECT: Geotechnical Engineering Services Proposal
Additional Geotechnical Testing – Work Authorization # 4
Pasco Town Center – Additional Stormwater Pond Areas
Interstate 75 and SR 52, Pasco County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this additional services proposal (Work Authorization # 4) to provide geotechnical services for the above referenced site. We understand that additional geotechnical testing is warranted within two proposed stormwater pond areas for design and permitting purposes.

Objective of Additional Geotechnical Testing

The objective of our geotechnical work herein will be to obtain information concerning the shallow subsurface soil and groundwater conditions in the two revised pond areas, to make geotechnical engineering estimates and recommendations in each of the following areas:

1. Determine the generalized shallow soil conditions in the tested areas to the depths performed.
2. Determine the location and description of potentially deleterious subsurface materials or conditions which may interfere with construction progress or structure performance, based on our test boring findings.
3. Determine the current shallow groundwater levels and estimate average predevelopment seasonal high groundwater levels.
4. Assess the suitability of excavated soils for reuse as utility trench backfill, and as pavement and building pad area structural fill.
5. Provide stormwater pond area possible excavation depths (depth to clayey confining unit materials or limestone materials).
6. Provide pond area soil reuse recommendations based on depth of select sandy soils and potential mixing with deeper silty/clayey sands for maximizing onsite soil reuse.
7. Provide earthwork considerations, including site clearing and placement/compaction of suitable fill materials for support of structures and pavements.

Scope of Additional Geotechnical Services

We plan to provide the following services, based on the site plan provided, to achieve the proceeding objectives:

1. We will perform two SPT borings (per ASTM D1586), each to a depth of 25 feet below the ground surface in the revised pond areas.
2. Review recovered soil samples in the laboratory and perform laboratory testing (physical testing per ASTM D2488) on selected representative soil samples to develop soil classifications.
3. Perform geotechnical engineering analyses to develop geotechnical engineering recommendations in each of the pertinent areas previously discussed.

4. Prepare an addendum geotechnical engineering report.

Estimated Total Cost

Our estimated total cost to perform the requested additional geotechnical services outlined herein is included in Attachment A. Our estimated total cost in Attachment A is based on an anticipated range of subsurface conditions at the site, which were assessed from the regional geology and our experience in the general area. The number of borings and field and laboratory tests are shown in the attachment. If other fieldwork or laboratory tests are determined to be necessary and are authorized, they could be performed at the unit rates shown in the attachment. Our estimated total cost does not include the cost of services required for evaluation of extensive unforeseen subsurface conditions. Should unforeseen conditions be encountered, and additional services are required for evaluation, you will be contacted.

Closing

The same limitations, as provided in our previous proposal, are applicable for the additional testing herein. We appreciate this opportunity to submit this work order for your review and consideration. For acceptance of this work order and the attached Standard General Conditions, please sign below and return.

Sincerely,

MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.
Vice-President
Mainfile/proposals/10378a.docx
Attachment A
Standard General Conditions



Michael T. Gagne, P.E.
President

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Geotechnical Engineering Services Proposal
Additional Geotechnical Testing – Work Authorization # 4
Pasco Town Center – Phase 1 – Additional Stormwater Pond Areas

Fieldwork	Unit Cost
Mobilization and demobilization of truck mounted drill rig Lump sum	\$ 1,150.00
SPT borings (per ASTM D1586) 2 borings to 25 feet deep Total: 50 feet at \$13.00/ft.	650.00
Plug (grout/bentonite/backfill) SPT boreholes Total: 50 feet at \$5.00/ft.	250.00
Senior field geologist (Locate and log borings, collect soil samples) Total: 1 day at \$650.00/day	650.00
Laboratory Testing	
Soil samples classification (per ASTM D2488) Lump sum	200.00
Professional Services	
Project direction, coordination, evaluation of data and reporting Lump sum	<u>1,200.00</u>
Total Estimated Cost: \$ 4,100.00	

STANDARD GENERAL CONDITIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 90 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or

on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation (\$500,000), automobile (\$500,000), general liability (\$1,000,000), umbrella (\$5,000,000) and professional liability (\$1,000,000) insurance limits per claim. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for an additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant. THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation and testing, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.



TO: PTC CDD
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

September 21, 2023
Project No. 10378

SUBJECT: Additional Geotechnical Engineering Services
Stormwater Ponds 30 and 900
Pasco Town Center – Phase 1
Watergrass Boulevard, Wesley Chapel, Pasco County, Florida

In accordance with the request of Mr. Nick Perillo, EI with Clearview Land Design, P.L. (CLD), Mortensen Engineering, Inc. (MEI) has completed the soil testing requested, and we are providing herein our evaluation of the additional geotechnical testing within proposed Stormwater Ponds 30 and 900, at the above referenced site in Pasco County, Florida. The following summary report presents the results of our study and includes our evaluation of the soil conditions encountered. The submittal herein should be considered an addendum to our previous geotechnical report for the proposed stormwater pond areas dated 1/25/2023. The same geotechnical qualifications, procedures, limitations, assumptions, evaluations, and recommendations, provided in our previous 1/25/2023 report, remain appropriate for the additional test borings herein and this addendum submittal.

If you have any questions about this report, please contact us. Thank you for this opportunity to be of service to you.

Sincerely,

MORTENSEN ENGINEERING INC

Florida Certificate of Authorization No. 5678

Kevin D. Mathewson, P.E.
Vice President
P.E. License No. 68429

Michael T. Gagne

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Michael T. Gagne, P.E.
President
P.E. License No. 63006

This item has been electronically signed and sealed by Michael T. Gagne, P.E. on the date shown, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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Attachments: Revised Shallow Groundwater Table, Revised Pond Excavation Table, Plates 1 and 2

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Objective of Additional Geotechnical Testing

The objective of our additional geotechnical testing herein was to determine the shallow subsurface soil and groundwater conditions within proposed Stormwater Ponds 30 and 900, at locations selected by the civil engineer CLD.

Scope of Additional Geotechnical Services

Considering the site plan provided by CLD, we provided the following geotechnical engineering services:

1. Performed two Standard Penetration Test (SPT) borings (per ASTM D1586), designated PB-62 and PB-63, at selected locations within the proposed pond areas, each to a depth of 25 feet (+/-). Evaluated the suitability of the shallow soils to 25 feet deep, for reuse as structural fill and evaluated semi-confining clayey unit issues.
2. Reviewed recovered soil samples in the laboratory and performed laboratory testing (physical testing per ASTM D2488) on selected representative soil samples to develop soil classifications.
3. Provided a geotechnical summary report.

Subsurface Soil Conditions

The site plan with our approximate previous and additional test boring locations is included on Plate 1. The results of our subsurface exploration program, including the stratification profiles and some pertinent exploration information, are presented on Plate 2. A legend describing the different soil material types encountered is included on Plate 2. The ground elevation (at the time of the fieldwork) at our test boring locations (estimated from the site survey) is indicated on the soil profiles on Plate 2. Considering the results of our testing, the following subsurface conditions are noteworthy.

Stormwater Ponds F, G and Y Subsurface Soil Conditions

1. Based on the results of our test borings performed within the proposed pond areas, in general, beneath the topsoil materials (Stratum 1), fine sands to silty fine sands (Strata 2 and 3) were encountered to depths of 3 to 6 feet (+/-).
2. Silty to slightly clayey fine sands (Stratum 5), clayey sands (Stratum 6) and clays (Stratum 7) were encountered below the fine sands to slightly silty fine sands and extended to our boring termination depths of 25 feet (+/-).
3. The limestone formation was not encountered at our test boring locations to the depths performed (25 feet +/-).

Groundwater Conditions and Pond Excavation Recommendations

Our estimated average predevelopment seasonal high groundwater levels at the additional pond area test boring locations, are included on the attached revised *Shallow Groundwater Data Table*. The depth ranges of select sandy soils (Strata 1 – 4), silty/clayey soils (Strata 5 – 7), and limestone (Stratum 8) (if encountered) are included on the attached *Pond Excavation Table*. The geotechnical qualifications, procedures, limitations, assumptions, evaluations, and recommendations, provided in our previous 1/25/2023 report, remain appropriate for the additional test borings herein and this addendum submittal.

Closing

This addendum report and our previous geotechnical report for this project should be included with the project design, permitting, construction and contractor bidding/contract documents. If you have any questions about this submittal, please contact us. Thank you for this opportunity to be of service to you.

**SHALLOW GROUNDWATER TABLE
PASCO TOWN CENTER - PHASE 1**

Boring Location	Ground Elevation¹	Depth to GWT Below Grade (Ft.)²	GWT Elevation²	Estimated Average SHGWT³ Elevation (+/-)
PB-42	93.5 *	2.2	91.3	92.5
PB-43	95.0 *	3.1	91.9	93.0
PB-44	98.5 *	.4	97.1	97.5
PB-45	95.0 *	.5	93.5	94.0
PB-46	94.5 *	2.5	92.0	93.5
PB-47	94.5 *	GNE (4')		94.0
PB-48	95.0 *	.5	93.5	94.0
PB-49	95.5 *	2.3	93.2	94.0
PB-50	93.0 *	3.9	9.1	92.0
PB-51	93.0 *	GNE (2')		92.0
PB-52	91.0 *	GNE (2')		91.0
PB-53	94.0 *	.9	92.1	93.0
PB-54	98.0 *	.4	96.6	97.0
PB-55	98.0 *	.9	97.1	97.0
PB-56	98.5 *	.6	96.9	97.5
PB-57	99.0 *	.3	97.7	98.0
PB-58	98.0 *	2.3	95.7	97.0
PB-59	99.0 *	2.1	96.9	98.0
PB-60	.0 *	GNE (4')		.0 (perched)
PB-61	.0 *	GNE (3.5')		.0 (perched)
PB-62	96.0 *	(GNE 5')		95.0
PB-63	99.5 *	3.3	96.2	97.0

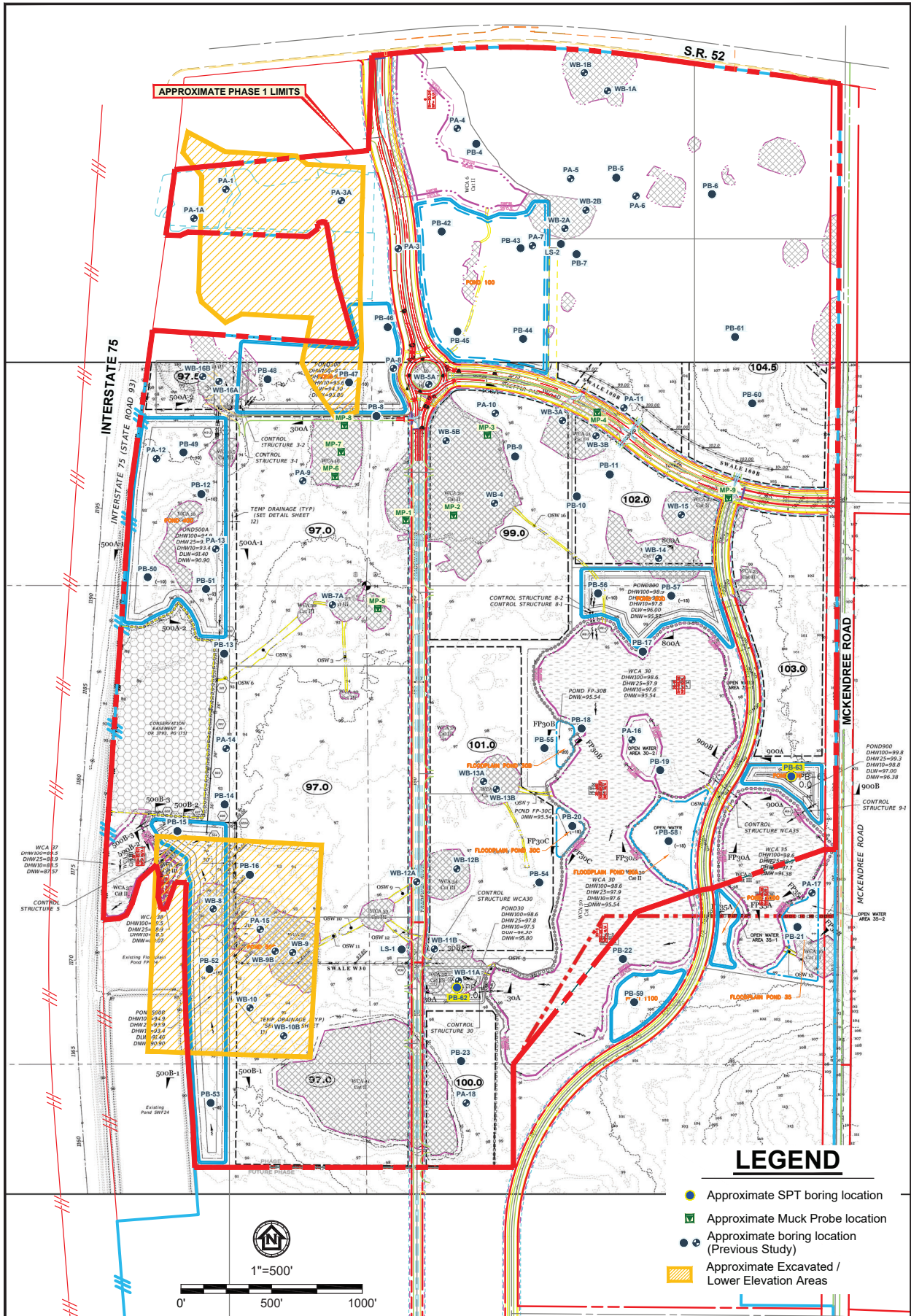
Notes: 1) Elevation data provided by surveyor or estimated from topography map.
2) GWT = groundwater level at time of fieldwork.
GNE = Groundwater Not Encountered (to depth below existing grade).
3) SHGWT = Seasonal High Groundwater Table.
* estimated

**POND EXCAVATION TABLE
PASCO TOWN CENTER - PHASE 1**

Boring Location	epth Range of Sandy Soils (Ft.) ¹	epth Range of Silty/Clayey Soils (Ft.) ²	epth to Limestone (Ft.) ³	Comments
PB-42	- 4	4 - 25	NE	Silty/Clayey sand 4' - 22', Clay 22' - 25'
PB-43	- 4, 12 - 17	4 - 12, 17 - 25	NE	Clay/Clayey sand 4' - 12', Sand 12' - 17'
PB-44	- 4	4 - 25	NE	Clayey sand 4' - 12', Clay 12' - 25'
PB-45	- 4	4 - 25	NE	Silty/Clayey sand 4' - 25'
PB-46	- 4	4 - 25	NE	Silty/Clayey sand 4' - 8' 12' - 22', Clay 8' - 12' 22' - 25'
PB-47		- 25	NE	Clayey sand 0 - 12', Clay 12' - 25'
PB-48	- 4	4 - 25	NE	Clay 4' - 12', 17' - 25', Clayey sand 12' - 1'
PB-49	- 4	4 - 25	NE	Clayey sand 4' - 12', Clay 12' - 25'
PB-50	- 4	4 - 25	NE	Clayey sand 4' - 12', Clay 12' - 25'
PB-51	- 1	- 23	23	Clayey sand 1' - 4', Clay 4' - 22', Limestone 23'
PB-52		- 25	NE	Silty/Clayey sand 0 - 17', Clay 17' - 25'
PB-53	- 4	4 - 25	NE	Clayey sand/Clay 4' - 25'
PB-54	- 4	4 - 25	NE	Clayey sand 4' - 25'
PB-55	- 4	4 - 25	NE	Clayey sand 4' - 22' Clay 22' - 25'
PB-56	- 4	4 - 25	NE	Clayey sand 4' - 12', Clay 12' - 25'
PB-57	- 4	4 - 25	NE	Clayey sand 4' - 17', Clay 17' - 25'
PB-58	- 4	4 - 25	NE	Silty/Clayey sand 4' - 17', Clay 17' - 25'
PB-59	- 4	4 - 25	NE	Clayey sand 4' - 12', Clay 12' - 25'
PB-60	- 3	3 - 25	NE	Clayey sand 3' - 6', Clay 6' - 25'
PB-61	- 3	3 - 25	NE	Clayey sand 3' - 12', Clay 12' - 25'
PB-62	- 3	3 - 25	NE	Clayey sand 3' - 17', Clay 22' - 25'
PB-63	- 6	6 - 25	NE	Clayey sand 6' - 17', Clay 17' - 22'
PB-4	- 6	6 - 25	NE	Clayey sand 6' - 22', Clay 22' - 25'
PB-5	- 1	- 19	9	Silty/Clayey sand 1' - 6', Clay 6' - 19', Limestone 19'
PB-6	- 3	3 - 25	NE	Clay 3' - 25'
PB-7	- 3	3 - 25	NE	Clayey sand/Clay 3' - 25'
PB-8	- 3	3 - 25	NE	Clayey sand/Clay 3' - 25'
PB-9	- 5	- 25	NE	Silty/Clayey sand 5' - 22', Clay 22' - 25'
PB-10	- 5	- 25	NE	Silty/Clayey sand 5' - 22', Clay 22' - 25'
PB-11	- 4	4 - 25	NE	Clayey sand 4' - 9', Clay 9' - 25'
PB-12	- 4	4 - 25	NE	Silty/Clayey sand 4' - 25'
PB-13	- 3	3 - 25	NE	Clayey sand 3' - 22', Clay 22' - 25'
PB-14	- 3	3 - 25	NE	Silty/Clayey sand 3' - 12', 17' - 22', Clay 12' - 17', 22' - 25'
PB-15	- 3	3 - 25	NE	Clayey sand 3' - 6', 12' - 17', Clay 6' - 12', 17' - 25'
PB-16	- 1	- 25	NE	Clayey sand 1' - 17', Clay 17' - 25'
PB-17	- 3	3 - 25	NE	Clayey sand 3' - 8', Clay 8' - 25'
PB-18	- 4	4 - 25	NE	Clayey sand 4' - 17', Clay 17' - 22'
PB-19	- 6	6 - 25	NE	Clayey sand 6' - 17', Clay 17' - 22'
PB-20	- 3	3 - 25	NE	Clayey sand 3' - 17', Clay 17' - 25'
PB-21	- 4	4 - 25	NE	Silty/Clayey sand 4' - 8', 17' - 25', Clay 8' - 17'
PB-22	- 4	4 - 25	NE	Silty/Clayey sand 4' - 12', 17' - 25', Clay 12' - 17'
PB-23	- 3	3 - 25	NE	Silty/Clayey sand 3' - 25'

Notes:

- 1) Soils that are relatively easily placed and compacted as structural fill. Fine sands to slightly silty fine sands (Strata - 4, SP and SP-SM) typically with fines contents below %.
- 2) Soils that are moisture sensitive, hydraulically restrictive and difficult to place and compact. Silty to slightly clayey sands (Stratum SM/SM-SC), clayey sands (Stratum 6 SC) typically with fines contents from 10% - %.
Sandy clay to clay (Stratum CL/CH) with fines contents over 50% and typically high PI Indexes were encountered and are non-structural soils.
- 3) Limestone (Stratum 8) typically interbedded within the upper portion with sandy/clayey soils and variable in consistency. NE = not encountered to boring depth.



LEGEND

- Approximate SPT boring location
- Approximate Muck Probe location
- Approximate boring location (Previous Study)
- Approximate Excavated / Lower Elevation Areas



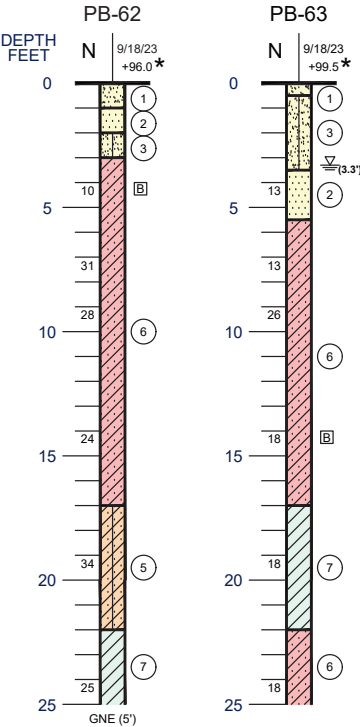
ADDITIONAL GEOTECHNICAL SERVICES
PASCO TOWN CENTER - PHASE 1
STORMWATER POND AREAS
 PASCO COUNTY, FLORIDA

CREATED BY: DNH
 CHECKED BY: PWV

BORING LOCATION PLAN
 DATE: SEP 2023
 PROJECT NO: 10378

PLATE 1

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LEGEND

- ① Gray to dark gray fine SAND to slightly silty fine SAND, trace organics (SP/SP-SM)
- ② White to light brown fine SAND to silty fine SAND (SP/SP-SM/SM)
- ③ Brown or gray fine SAND to silty fine SAND (SP/SP-SM/SM)
- ④ Dark brown to reddish brown or black slightly silty fine SAND to silty fine SAND (SP-SM/SM)
- ⑤ Gray or brown silty to slightly clayey fine SAND (SM/SM-SC)
- ⑥ Gray or brown clayey SAND (SC)
- ⑦ Gray or brown to gray-green sandy CLAY to CLAY (CL/CH)
- ▣ Clay Seams
- ▽ Groundwater level, at time of fieldwork
- GNE Groundwater not encountered (to depth below ground surface) at time of fieldwork
- SP Unified Soil Classification group symbol as determined by visual review (Per ASTM D-2488)
- N SPT "N" value in blows/foot
- +96.0 Ground Elevation Estimated from previous Site Topography
- 9/18/23 Date of fieldwork

The test boring results hereon are representative of the subsurface conditions only at the noted approximate boring location, only for the noted depth, and only on the date tested. Local variations characteristic of the subsurface materials of the region should be anticipated at different times and may be encountered particularly in areas previously disturbed. The soil profiles and the other field test data hereon are based on the tester's logs and visual review of selected soil samples in the laboratory. The delineations between different soil material types shown hereon should be considered approximate. The generalized soil descriptions hereon represent our interpretation of the subsurface soil conditions at the noted boring locations only on the dates drilled.

The groundwater level data shown hereon alongside the soil boring profiles represent short term (not necessarily stabilized) groundwater levels measured in the boreholes or in an offset borehole on the date drilled, unless otherwise noted. Fluctuations in the shallow groundwater level from the levels shown hereon will occur and should be anticipated throughout the year; local variations from the levels shown hereon should also be anticipated.



ADDITIONAL GEOTECHNICAL SERVICES
PASCO TOWN CENTER - PHASE 1
STORMWATER POND AREAS
 PASCO COUNTY, FLORIDA

SPT BORING SOIL PROFILES AND SOILS LEGEND

CREATED BY: DNH
 CHECKED BY: PWV

DATE: SEP 2023
 PROJECT NO: 10378

PLATE 2

PTC

COMMUNITY DEVELOPMENT DISTRICT

4A



TO: PTC CDD
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

August 29, 2023
Project No. 10504

SUBJECT: Geotechnical Engineering Services
Design Level Geotechnical Testing
Pasco Town Center – McKendree Road – 1st Extension
Offsite Roadway Improvements
SR 52 and McKendree Road, Pasco County, Florida

In general accordance with our authorized proposal to you dated 6/23/2023, Mortensen Engineering, Inc. (MEI) has completed the soil testing requested, and we are providing herein our evaluation of the pavement section and soil stratigraphy within the roadway improvement areas, at the above referenced site in Pasco County, Florida. The following summary report presents the results of our study and includes our evaluation of the pavement section and subsurface soil conditions encountered along the roadway, based solely on the data collected.

If you have any questions about this report, please contact us. Thank you for this opportunity to be of service to you.

Sincerely,

MORTENSEN ENGINEERING INC

Florida Certificate of Authorization No. 5678

Kevin D. Mathewson, P.E.
Vice President
P.E. License No. 68429

Michael T. Gagne

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L=Tampa, S=Florida, C=US
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Michael T. Gagne, P.E.
President
P.E. License No. 63006

This item has been electronically signed and sealed by Michael T. Gagne, P.E. on the date shown, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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Attachments: Pavement Core Results Table, Plates 1 – 3

Appendix: Pavement Core Photographs, USDA Soil Survey, USGS Topography, Potentiometric Map

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mei@meitampa.com www.meitampa.com

Geotechnical · Construction Materials Testing · Structural Inspections

Project Description

Based on the information provided to date, we understand that offsite roadway improvements are needed for the development. Below are project specific parameters based on the information provided. Some of these parameters are assumed (at this time), based on similar/typical construction.

Site	Pasco Town Center – McKendree Road – 1 st Extension
Roadway	Existing two-lane rural roadway – flexible pavement section
	Proposed lane additions/widening
Stormwater Management	Stormwater swale/ditch areas

Objective of Geotechnical Testing

The objective of our geotechnical work herein was to obtain information concerning the existing pavement section and subsurface soil conditions in the lane addition/widening areas, to make geotechnical engineering estimates and recommendations in each of the following areas:

1. Soil stratigraphy/development of the soil profile at the test boring locations to the depths performed.
2. Determine the location and description of potentially deleterious subsurface materials or conditions which may interfere with construction progress, based on our test boring findings.
3. Provide engineering criteria for the placement and compaction of approved fill materials in the lane addition/widening areas.
4. Identify and evaluate the shallow subgrade soil materials and groundwater conditions encountered in the proposed lane addition/widening areas, at the auger boring locations, for suitability regarding support for various type pavement sections.
5. Evaluate the reuse suitability of the shallow soil materials encountered in the lane addition/widening areas.
6. Provide pavement material type design and construction recommendations, including the appropriate subgrade and base material types.
7. Determine the current shallow groundwater levels at our test boring locations.
8. Determine the current pavement section (asphalt, base, and subgrade) thicknesses and material type, at our pavement core locations.

Scope of Geotechnical Services

Considering the scope of work prepared by the project civil engineer, we provided the following geotechnical engineering services:

1. Performed 29 auger borings, designated RA-100 to RA-130, to depths of 3 and 7 feet (+/-) below the ground surface, in lane addition/widening areas.
2. Performed six pavement cores, designated CB-1 to CB-6. At each pavement core location, we estimated the approximate asphalt structural course type and thickness, and the base course material type and approximate thickness. Augers were performed after pavement coring for subgrade soil sampling.
3. Measured the groundwater levels (if encountered) in our test borings.
4. Reviewed recovered soil samples in the laboratory and performed laboratory testing on selected representative soil samples to develop soil classifications.

5. A geotechnical engineering report, which summarizes the course of the study pursued, the field and laboratory data generated, subsurface conditions encountered, and our geotechnical recommendations in each of the pertinent topic areas was prepared.

Subsurface Exploration

Our core/boring locations were positioned in the field by a geologist, using selected survey staked/marked boring/coring locations, site aerials, handheld GPS equipment, and using existing site features for scale and reference. Our core/boring locations noted on Plate 1 should be considered approximate and generally within a horizontal accuracy of 10 feet (+/-). Our cores/borings were conducted using a conventional truck mounted drill/core rig or by hand. In each auger boring, soil sampling was performed on visual change in soil strata to the boring termination depth. Our test borings were plugged (with grout/bentonite/sand) to the land surface upon completion. Soil samples were classified and logged in the field by a senior geologist. Representative portions of the recovered samples were collected and transported to our office for laboratory testing and review by the project manager.

Laboratory Testing

Soil samples and pavement cores from each test boring were collected and classified in the laboratory (per the *Unified Soil Classification System (USCS)* - physical testing per ASTM D2488 and fines content testing per ASTM D1140). The results of our laboratory testing are included on the drafted soil profiles on Plates 2 and 3. A legend describing the different soil material types encountered is included on Plate 3.

Site and Subsurface Soil Characterization

The site survey over a recent aerial with our approximate core/boring locations is included on Plate 1. The results of our pavement coring are included on the attached Pavement Coring Results table. The results of our test borings, including the stratification profiles and some pertinent exploration information are graphically presented on Plate 2 and 3. Photographs of the asphalt cores are included in the Appendix. Please note that the asphalt and base measured thicknesses on the attached Pavement Coring Results table are correct; the photographs do not necessarily reflect/show the actual measurements. The project geotechnical engineer and/or project geologist based soil stratification on the review of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between different soil material types. The actual transition may be gradual. Minor variations not considered important to our engineering evaluations may have been abbreviated or omitted for clarity. Considering the results of our testing, the following pavement and subsurface soil conditions are noteworthy.

USDA/NRCS Web Soil Survey

1. Based on our review of the Web Soil Survey prepared by United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) division, five soil types are identified within the limits of the subject area, classified as *Wauchula fine sand (1)*, *Pomona fine sand (2)*, *Narcoossee fine sand (26)*, *Lochloosa fine sand (48)* and *Blichton fine sand (50)*. The identified soil types, with approximate limits and a brief description pertaining to the subgrade soils and groundwater levels is included in the Appendix. The USDA soil survey should be considered a guide or starting point for site specific testing, as the listed soil classifications and descriptions are approximated based on limited data.

USGS Topography Map

1. Based on our review of the United States Geological Survey (USGS) map and the provided site survey, the ground elevation varies from approximately +105 to +95. The topography map is included in the Appendix.

Potentiometric Surface Map

1. Based on potentiometric surface (elevation) data of the Upper Floridan Aquifer published by Southwest Florida Water Management District (SWFWMD), the potentiometric surface (elevation) of the Upper Floridan Aquifer over the subject area, varies from about +75 to +85. The potentiometric surface maps with approximate site location noted are included in the Appendix.

Existing Pavement and Subsurface Soil Conditions

2. Based on our visual observations of the pavement cores (CB-1 to CB-6), the asphalt portion of the pavement was an apparent superpave (SP) and Marshall Mix (S-1) and varied in total thickness from approximately 3 to 3.5-inches (+/-). Approximate thicknesses of each asphalt type are noted on the attached table.
3. The base portion of the pavement was an apparent limerock (LR) aggregate base and typically varied in thickness from 4.5 to 7 inches (+/-). The base thickness at CB-6 (performed near SR 52) was approximately 15 inches (+/-) and should be considered an anomaly.
4. The subgrade soils below the asphalt and base materials were fine sands to slightly silty fine sands (Strata 1 – 3) to a depth of 3 feet (+/-) with no apparent stabilization materials encountered.
5. The surficial and subgrade soils in the potential lane addition/widening areas were fine sands to slightly silty fine sands (Strata 1 – 4) to depths of 1 to 5 feet (+/-).
6. Clayey sands (Stratum 6) and sandy clay (Stratum 7) materials were encountered at most of our test boring locations and extended to our boring depths of 4 to 7 feet (+/-). Clay (Stratum 7) was encountered as shallow as 1-foot below the ground surface at test boring location RA-114.

Shallow Groundwater Conditions

The shallow groundwater level was encountered at some of our test boring locations and varied from 1.5 to 6 feet (+/-) below the ground surface, at the time of our fieldwork (August 2023), depending upon location and ground elevation. The measured groundwater levels (when encountered) are included alongside the soil profiles on Plate 2. Fluctuations in future shallow groundwater levels will occur due to post development permeable surface area, variations in rainfall, control levels of nearby stormwater ponds, roadside ditch construction and maintenance, fill thickness, proximity to wetlands, and other factors not evident at the time our measurements were taken. Site development will alter natural shallow groundwater conditions.

During normal rainy seasons (post-development) shallow groundwater (depending upon the degree of relief and site grades) will be temporarily perched within compacted fill soils and over natural clayey soils. Shallow groundwater and accumulating surface water after rainfall events, and during construction, will present construction issues and possibly saturated subgrade soils (in some excavation/cut areas). Proper and effective surface water and groundwater controls (with turbidity controls) will be necessary during land development construction operations during wet seasons. Shallow groundwater will be a design and construction consideration. Seasonal high groundwater levels and dry season (lower) groundwater levels will be temporary and variable in duration and will be influenced by surface drainage, maintaining and/or improving the existing roadside ditches, adjacent wetlands, stormwater ponds, and site relief, all depending upon sustained weather conditions and time of the year.

Pavement Section and Subgrade Recommendations

Pavement material type selection, and section thicknesses should be designed by the civil engineer considering traffic load and volumes and current county/FDOT requirements. Roadway/pavement section construction and subgrade construction should follow current county requirements with verification testing by the geotechnical consultant.

Soil Reuse Recommendations

The soil material types classified as fine sand to silty fine sand (Strata 1 – 4), with typically less than 15% fines content (per ASTM D1140), after excavation and drying, should be considered suitable for reuse as structural fill. Silty to slightly clayey fine sands (Stratum 5), with typically 15% to 25% fines content, will require some additional drying and mixing with the upper fine sands prior to reuse as structural fill material. Clayey sands (Stratum 6), with typically 25% to 50% fines content, if encountered and excavated, could be mixed with the upper fine sands to silty fine sands (Strata 1 – 4) and used as structural fill material, if the composite/mixed material is less than 30% fines content with a plasticity index of less than 10. This composite/mixed material will be moisture sensitive, more difficult to compact and achieve required density, and will have low permeability, therefore is not recommended for reuse in the upper two feet of finished grade. In general, the deeper clayey sands (Stratum 6), sandy clays to clays (Stratum 7), and clayey silts (Stratum 9) are non-structural materials and should not be reused as fill material in pavement areas.

Limitations of Report

Our work herein did not include an environmental site assessment. No soil radon or other soil chemical testing work is included herein, as this type of work was not requested. No deep SPT borings or other geophysical site testing techniques to evaluate deeper subsurface conditions and assess site sinkhole potential are included herein. Only the shallow subsurface conditions to the depths noted, were evaluated, and reported for our work herein. No Limerock Bearing Ratio (LBR) testing work was included herein.

The discussions, evaluations and recommendations submitted in this report are based solely upon the location and type of construction, whatever information was presented or acquired from the site owner (or representative), and the limited subsurface data obtained from the limited amount of test cores/borings performed at the approximate locations (and times) indicated. The discussions, evaluations and recommendations herein do not reflect any variations or differing subsurface conditions which may occur or be present (left undetected), between test locations, or in areas not currently accessible to testing. Because the study area was previously impacted by various site activities at various times, unusual and significant variations in the subsurface conditions are possible between test locations, which could alter the provided discussions, evaluations and recommendations, and the level or cost of any corrective actions if appropriate.

It is important to note that tests reveal the subsurface conditions just at the test location at the time tested. For a natural site it is appropriate and accepted geotechnical practice to extrapolate subsurface conditions between reasonably spaced test locations. For a previously impacted, disturbed or filled site, without geotechnical quality control, such an extrapolation of subsurface conditions between test locations may not be appropriate. Test cores/borings attempt to reflect or representative (to the extent possible) the current condition or integrity of the pavement and shallow soil conditions just at the time of our fieldwork. Future subsurface conditions may or may not be represented by the test results herein, as the process of overburden soil erosion/raveling related to limestone solutioning/sinkhole

activity processes, and random or isolated outlaw excavation/filling, could cause adverse change in the subsurface conditions not represented by the test results herein; this is beyond our control. If any subsurface variations (from the data provided in this report) become evident during subsequent geotechnical field testing or construction in the future, a re-evaluation of the discussions and recommendations contained in this report will be necessary.

This report and the work and opinions herein, are exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on this work product and opinions provided herein. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party. The work, opinions, and report herein were performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted herein. MEI used that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession. No other warranties or representations are expressed or implied. All statements made herein by MEI are opinions based solely upon reasonable engineering judgment, using solely the data and information available.

**PASCO TOWN CENTER
MCKENDREE ROAD - 1ST EXTENSION
PAVEMENT CORING RESULTS**

CORE/BORING DESIGNATION	APPROXIMATE TOTAL ASPHALT THICKNESS ⁽¹⁾ (inches)	APPARENT ASPHALT TYPE(S) AND (INDIVIDUAL THICKNESSES) ⁽²⁾ (inches)	APPROXIMATE BASE THICKNESS ⁽¹⁾ (inches)	APPARENT BASE TYPE ⁽²⁾	APPARENT STABILIZED SUBGRADE THICKNESS ⁽³⁾ (inches)	APPARENT STABILIZATION MATERIAL ⁽⁴⁾
CB-1	3	SP(1.0), S-1(2.0)	5	LR	NE	NE
CB-2	3	SP(1.0), S-1(2.0)	5	LR	NE	NE
CB-3	3.5	S-1(3.5)	4.5	LR	NE	NE
CB-4	3	SP(1.0), S-1(2.0)	7	LR	NE	NE
CB-5	3.25	SP(1.25), S-1(2.0)	4.75	LR	NE	NE
CB-6	3	SP(1.0), S-1(2.0)	15	LR	NE	NE

Notes

NE - Not Encountered

1- Rounded off to the nearest 1/4 inch

2- Based on visual observation

3- Based on soil identification from auger borings

4- Subgrade material primarily fine sands to silty fine sands with varying amounts of Limerock

Base Type Legend

LR - Limerock

CC - Crushed Concrete

CTL - Cement Treated Limerock

CTS - Cement Treated Shell

SC - Soil Cement

S - Shell

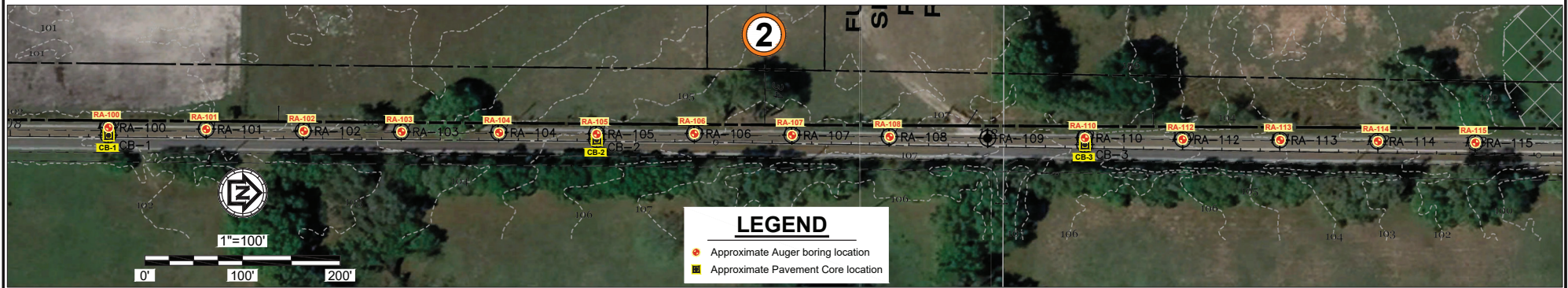
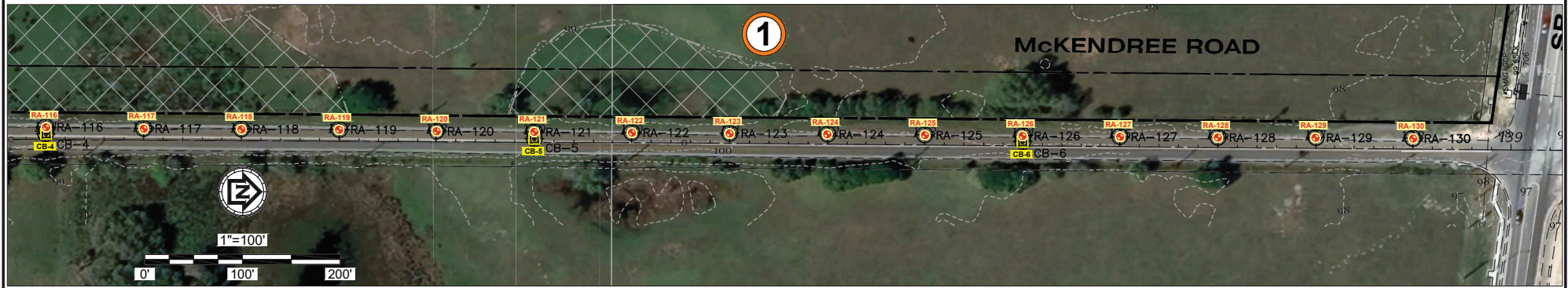
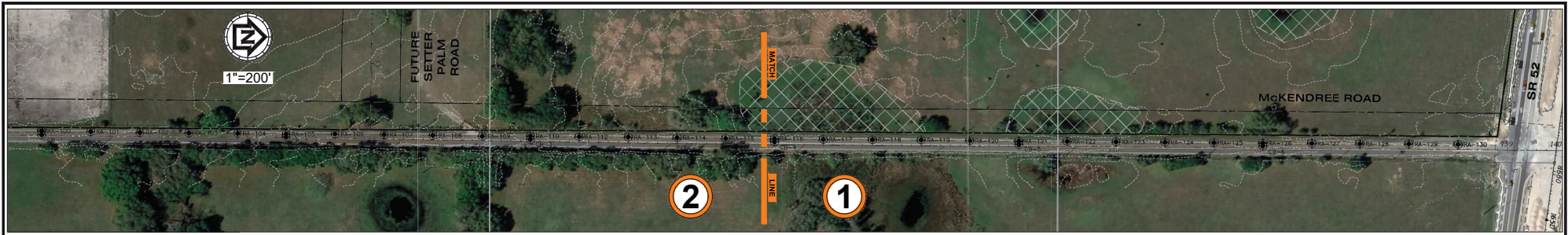
Asphalt Type Legend

FC - Friction Course

SP - Superpave (9.5/12.5)

S-1/S-2/S-3 - Marshall Mix

SAHM - Sand Asphalt Hot Mix



LEGEND

- Approximate Auger boring location
- Approximate Pavement Core location



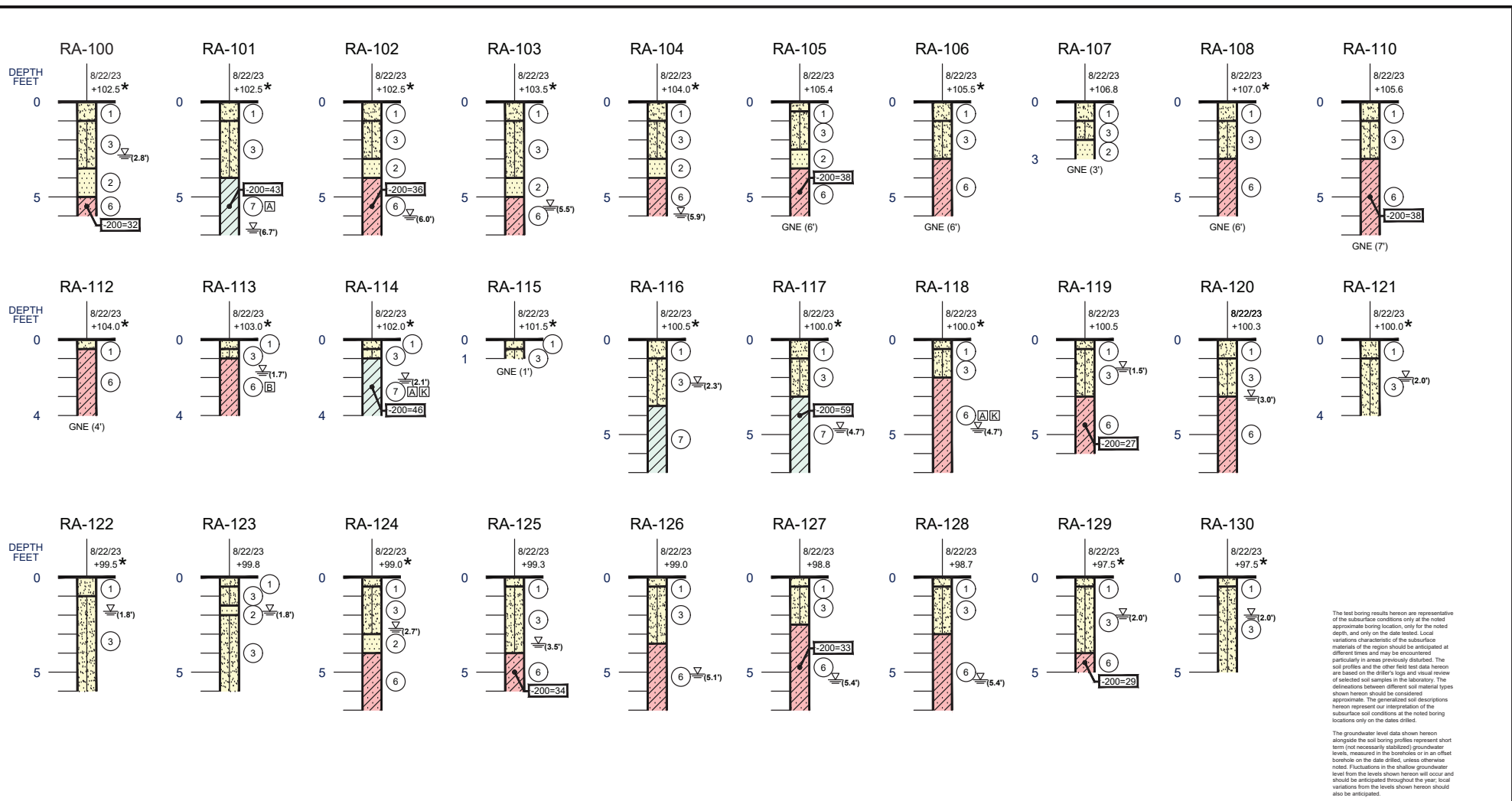
GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

CREATED BY: DNH
 CHECKED BY: PWV

BORING LOCATION PLAN

DATE: AUG 2023
 PROJECT NO: 10504

PLATE 1



The test boring results herein are representative of the subsurface conditions only at the noted approximate boring location, only for the noted depth, and only on the date tested. Local variations characteristics of the subsurface materials of the region should be anticipated at different times and may be encountered particularly in areas previously disturbed. The soil profiles and other field test data herein are based on the driller's logs and visual review of selected soil samples in the laboratory. The observations between different soil material types shown herein should be considered approximate. The generalized soil descriptions herein represent our interpretation of the subsurface soil conditions at the noted boring locations only on the dates drilled.

The groundwater level data shown herein alongside the soil boring profiles represent short term (not necessarily stabilized) groundwater levels, measured in the boreholes or in an offset borehole on the date drilled, unless otherwise noted. Fluctuations in the shallow groundwater level from the levels shown herein will occur and should be anticipated throughout the year; local variations from the levels shown herein should also be anticipated.

NOTE: For Legend see Plate 3



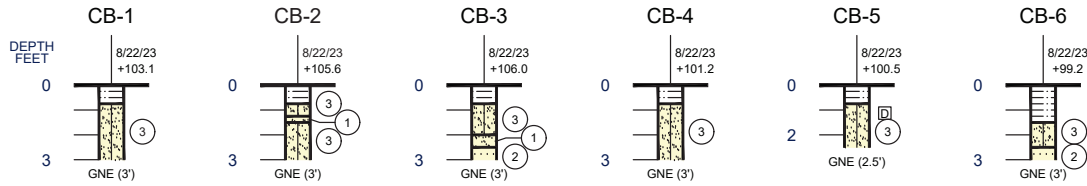
GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

AUGER BORING SOIL PROFILES

CREATED BY: DNH
CHECKED BY: PWV

DATE: AUG 2023
PROJECT NO: 10504

PLATE 2



LEGEND

- ① Gray to dark gray fine SAND to slightly silty fine SAND, trace organics (SP/SP-SM)
- ② White to light brown fine SAND to silty fine SAND (SP/SP-SM/SM)
- ③ Brown or gray fine SAND to silty fine SAND (SP/SP-SM/SM)
- ④ Dark brown to reddish brown or black slightly silty fine SAND to silty fine SAND (SP-SM/SM)
- ⑤ Gray or brown silty to slightly clayey fine SAND (SM/SM-SC)
- ⑥ Gray or brown clayey SAND (SC)
- ⑦ Gray or brown to gray-green sandy CLAY to CLAY (CL/CH)
- Asphalt and Base Materials
- Sand Seams Limestone Fragments/Seams
- Clay Seams Cemented Fragments
- Groundwater level, at time of fieldwork
- GNE Groundwater not encountered (to depth below ground surface) at time of fieldwork
- SP Unified Soil Classification group symbol as determined by visual review (Per ASTM D-2488)
- N SPT "N" value in blows/foot
- 200 Fines passing No. 200 sieve (%) (Per ASTM D-1140)
- +102.5 Ground Elevation per Allen & Company, Inc. (NAVD 88) or Estimated (*) From Offset From Staked Location
- 8/22/23 Date of fieldwork

The test boring results hereon are representative of the subsurface conditions only at the noted approximate boring location, only for the noted depth, and only on the date tested. Local variations characteristic of the subsurface materials of the region should be anticipated at different times and may be encountered particularly in areas previously disturbed. The soil profiles and the other field test data hereon are based on the driller's logs and visual review of selected soil samples in the laboratory. The delineations between different soil material types shown hereon should be considered approximate. The generalized soil descriptions hereon represent our interpretation of the subsurface soil conditions at the noted boring locations only on the dates drilled.

The groundwater level data shown hereon alongside the soil boring profiles represent short term (not necessarily stabilized) groundwater levels, measured in the boreholes or in an offset borehole on the date drilled, unless otherwise noted. Fluctuations in the shallow groundwater level from the levels shown hereon will occur and should be anticipated throughout the year; local variations from the levels shown hereon should also be anticipated.



GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

AUGER BORING SOIL PROFILES AND SOILS LEGEND

CREATED BY: DNH
 CHECKED BY: PWV

DATE: AUG 2023
 PROJECT NO: 10504

PLATE 3

APPENDIX

PASCO TOWN CENTER
CKENDREE ROAD - 1ST EXTENSION
PAVEMENT CORES



PC-1

PC-2

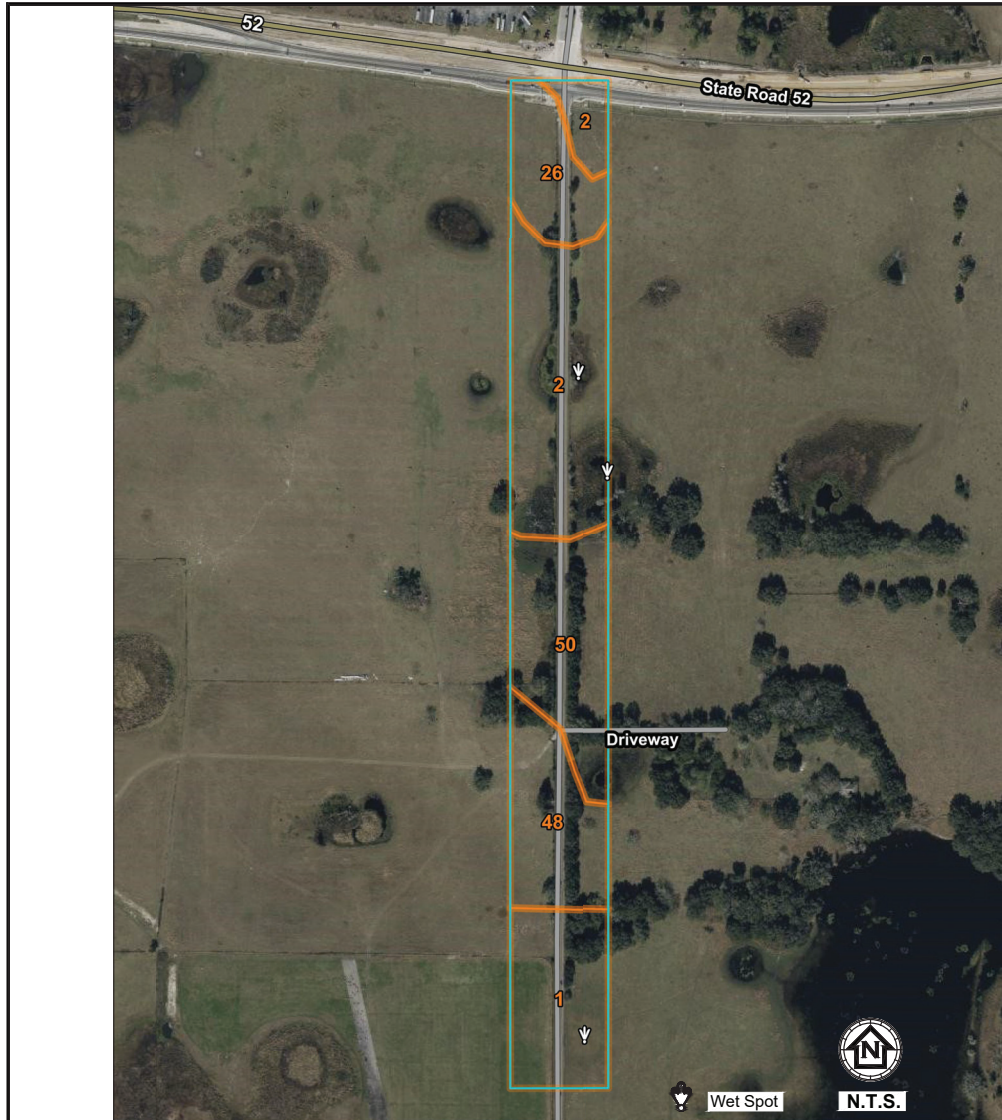
PC-3



PC-4

PC-5

PC-6



CLASSIFICATION OF SOILS (PASCO COUNTY)

1 - Wauchula fine sand, 0 to 5 percent slopes. This nearly level to gently sloping, poorly drained soil is in broad, low areas in the flatwoods and on wet seepage hillsides in the uplands. Slopes are smooth to concave. Typically, the surface layer is fine sand about 8 inches thick. It is black in the upper 5 inches and dark grayish brown in the lower 3 inches. The subsurface layer is fine sand about 11 inches thick. It is gray in the upper 4 inches and light brownish gray in the lower 7 inches. The upper part of the subsoil consists of very dark gray fine sand and, below that, dark reddish brown and dark brown fine sand. A layer of pale brown fine sand 3 inches thick separates the lower and upper parts of the subsoil. The lower part of the subsoil is light gray and light olive gray sandy clay loam. In most years, under natural conditions, the water table is at a depth of less than 10 inches for about 1 to 4 months. It is at a depth of 10 to 40 inches for as long as 6 months, except during very dry periods, when it drops below a depth of 40 inches. The available water capacity is low in the surface layer and the layer separating the upper and lower parts of the subsoil, very low in the subsurface layer, and medium to high in the subsoil. Permeability is rapid in the surface layer, the subsurface layer, and the layer separating the upper and lower parts of the subsoil, and it is moderate to moderately rapid in the subsoil. Natural fertility is low.

2 - Pomona fine sand. This nearly level, poorly drained soil is in large areas on low ridges in the flatwoods. Slopes are smooth to concave and range from 0 to 2 percent. Typically, the surface layer is black fine sand about 6 inches thick. The subsurface layer consists of gray fine sand 4 inches thick and, below that, light gray fine sand 9 inches thick. The upper part of the subsoil is fine sand. It is grayish brown in the first 4 inches, brown in the next 6 inches, and dark brown in the last 4 inches. A layer of pale brown fine sand 16 inches thick is between the upper and lower parts of the subsoil. The lower part of the subsoil is light olive gray fine sandy loam 8 inches thick. Below this, to a depth of about 80 inches or more, is gray loamy fine sand. In most years, under natural conditions, the water table is within a depth of 10 inches for 1 to 3 months and is at a depth of 10 to 40 inches for 6 months or more. The available water capacity is moderate in the subsoil and low in the other layers. Natural fertility is low. Permeability is moderate in the sandy part of the subsoil, moderately slow in the loamy part of the subsoil, and rapid in the other layers.

26 - Narcoossee fine sand. This somewhat poorly drained soil is on low knolls and ridges in the flatwoods. Individual areas are irregular in shape. Slopes are less than 2 percent. Typically, the surface layer is very dark gray fine sand about 3 inches thick. The subsurface layer is grayish brown fine sand about 6 inches thick. The subsoil is fine sand about 9 inches thick. It is dark brown in the upper 3 inches and dark gray in the lower 6 inches. Below the subsoil is a layer of light brownish gray fine sand 10 inches thick. Below this are a layer of very pale brown fine sand 9 inches thick and a layer of light yellowish brown fine sand, which extends to a depth of 62 inches. From 62 to 75 inches is pale brown fine sand. In most years, under natural conditions, the water table is at a depth of 2 to 3.5 feet for 4 to 6 months. During extended dry periods, the water table recedes to a depth of more than 60 inches. During the wet season, after heavy rains, the water table may briefly rise above a depth of 2 feet. The available water capacity is very low or low. Natural fertility is low. Permeability is rapid in all layers except in the subsoil, which has moderately rapid permeability.

48 - Lochloosa fine sand, 0 to 5 percent slopes. This nearly level to gently sloping, somewhat poorly drained soil is on the uplands. Individual areas are irregular in shape. Slopes are smooth to concave. Typically, the surface layer is very dark gray fine sand about 7 inches thick. The subsurface layer is about 29 inches thick. It is brown fine sand in the upper 10 inches and very pale brown fine sand in the lower 19 inches. The subsoil is yellowish brown fine sandy loam in the first 6 inches and yellowish brown sandy clay loam in the next 21 inches. Below this is light gray sandy clay loam. The water table is at a depth of 30 to 60 inches for a period of 1 to 4 months during most years. It rises to a depth of about 15 inches for 1 to 3 weeks during rainy seasons. The water table recedes to a depth of more than 60 inches in the dry season. Wetness is caused by seepage in the more sloping areas. Permeability is rapid in the surface and subsurface layers and is moderate to moderately rapid in the subsoil. The available water capacity is low in the surface and subsurface layers and is medium in the subsoil.

50 - Blichton fine sand, 2 to 5 percent slopes. This gently sloping, poorly drained soil is commonly in small areas on the uplands. Individual areas are irregular in shape. Slopes are smooth to concave. Typically, the surface layer is very dark gray fine sand about 8 inches thick. The subsurface layer is fine sand and extends to a depth of 38 inches. It is grayish brown in the upper 6 inches and light gray in the lower 24 inches. The subsoil is light gray fine sandy loam in the upper 6 inches and light gray sandy clay loam in the next 6 inches. Below this, to a depth of 62 inches, it is light gray sandy clay. The underlying material to a depth of 80 inches or more is mottled light gray, strong brown, and yellowish brown fine sandy loam. The water table is at a depth of less than 10 inches for a cumulative period of 1 to 4 months during most in the drier season, it recedes to a depth of more than 40 inches. Permeability is rapid in the surface and subsurface layers and is moderately slow in the subsoil. The available water capacity is low in the surface layer and medium in the subsoil.



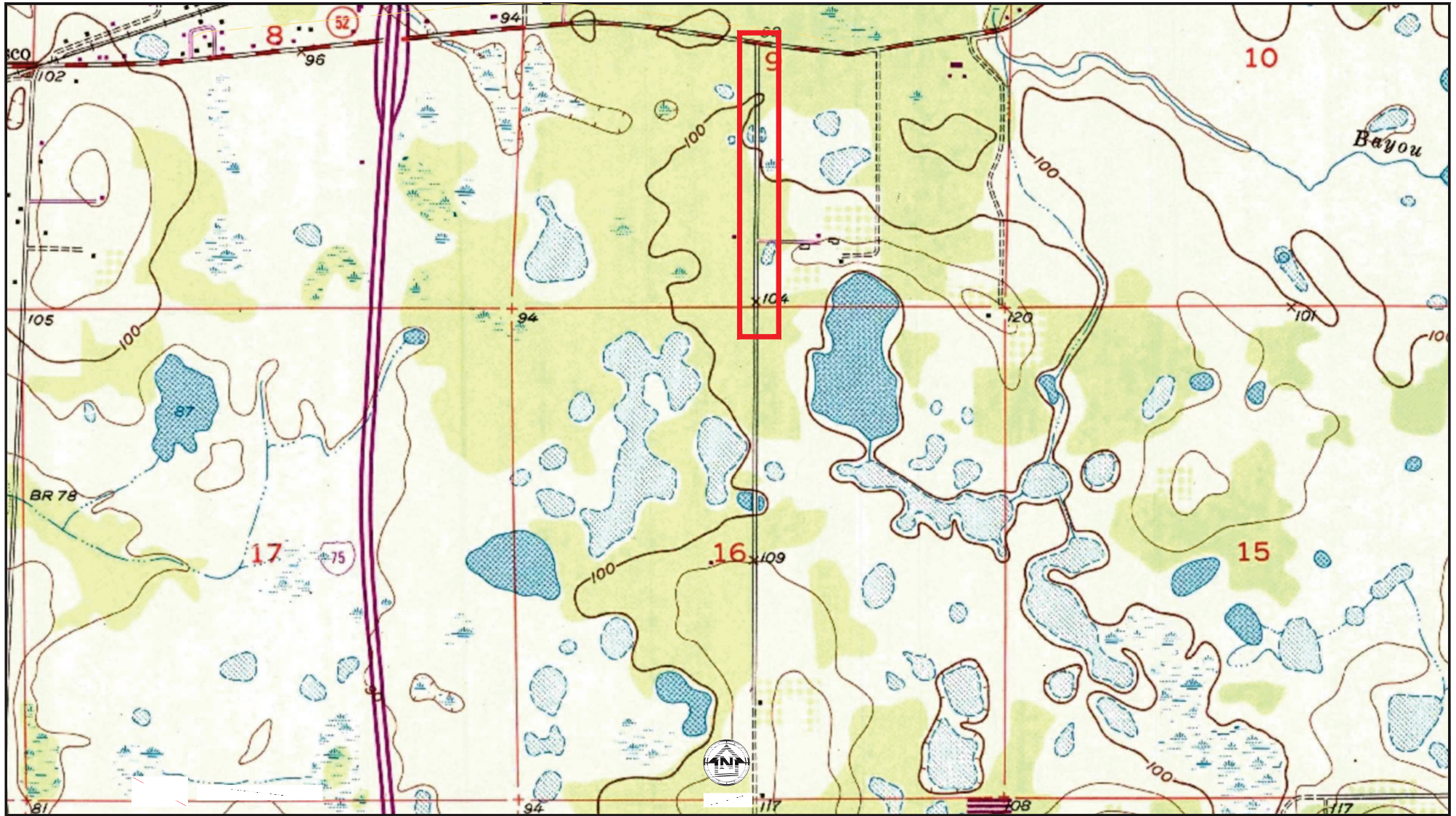
GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

USDA / NRCS WEB SOIL SURVEY MAP AND SOIL CLASSIFICATION

CREATED BY: DNH
CHECKED BY: PWV

DATE: AUG 2023
PROJECT NO: 10504

REFERENCE:
USDA WEB SOIL SURVEY



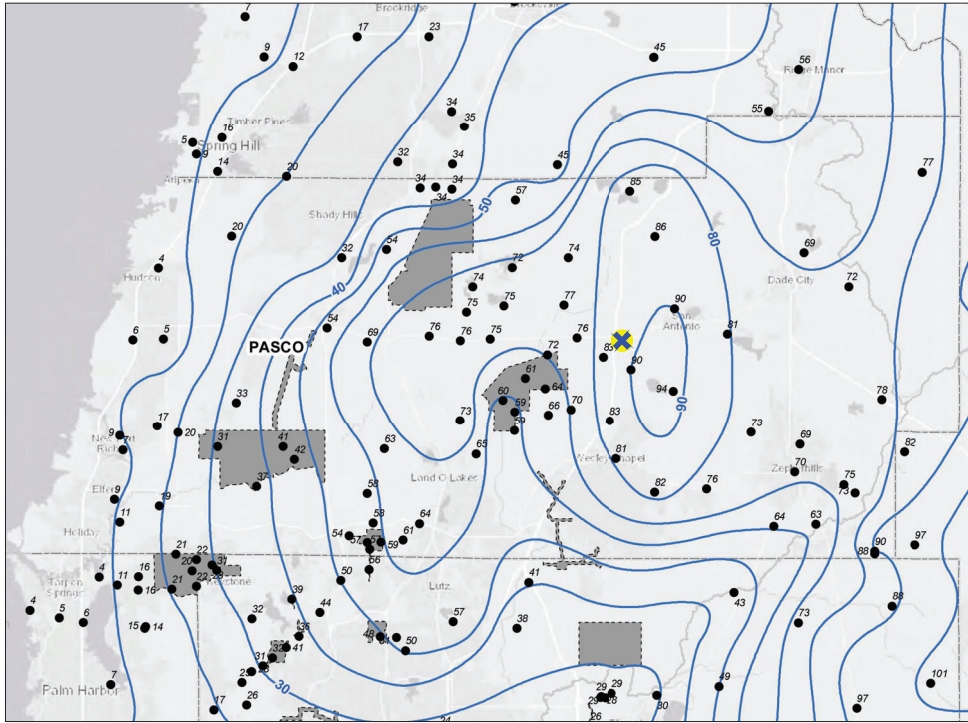
GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

USGS TOPOGRAPHY VIEW - 1954 (SAN ANTONIO)

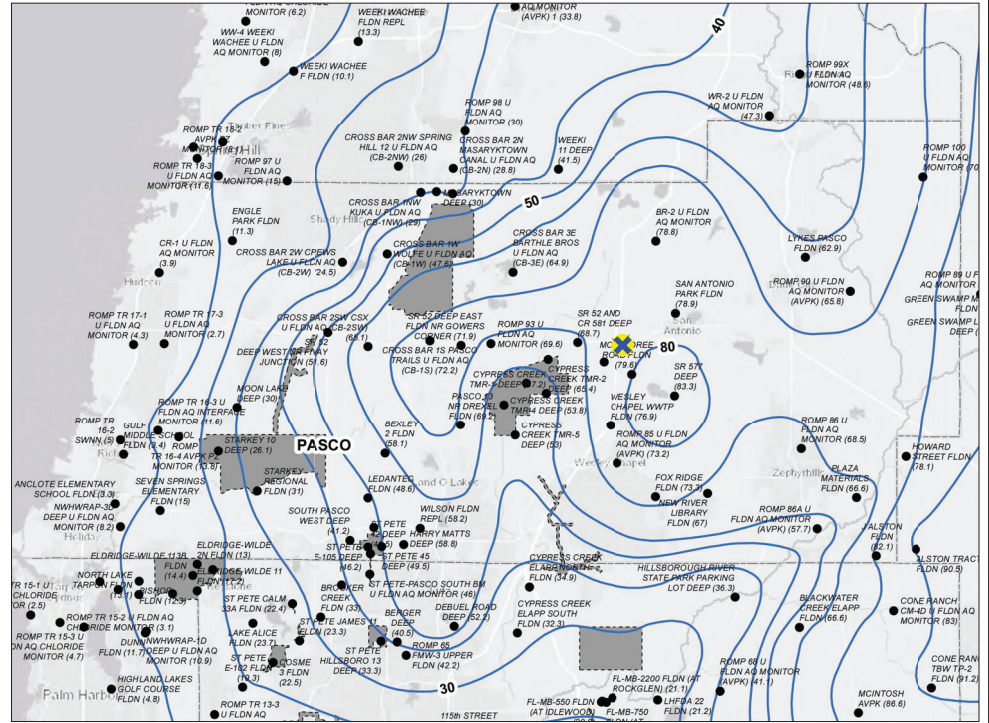
CREATED BY: DNH
 CHECKED BY: PWV

DATE: AUG 2023
 PROJECT NO: 10504

REFERENCE:
ngmdb.usgs.gov/topoview




SEPTEMBER 2016



MAY 2017

LEGEND

 Approximate Site location



GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER
McKENDREE ROAD - 1ST EXTENSION
 PASCO COUNTY, FLORIDA

POTENTIOMETRIC SURFACE OF THE UPPER FLORIDAN AQUIFER

CREATED BY: DNH
 CHECKED BY: PWV

DATE: AUG 2023
 PROJECT NO: 10504

REFERENCE:
 SWFWMD

PTC

COMMUNITY DEVELOPMENT DISTRICT

5A

CH II Management, LLC

Florida Office: 400 Crown Oak Centre Drive, Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

September 6, 2023

PTC Community Development District
C/O Craig Wrathell
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Consulting Services Contract
Change Order Clarification

Dear Craig:

CH II Management, LLC has been retained by the PTC Community Development District ("District") to act as its construction management consultant for infrastructure improvements associated with Phase 1 of the development. Section 4.b. of the consulting agreement details the fee structure for these services as 3% of the construction costs, which may be adjusted in accordance with the Construction Contract. However, it does not stipulate the threshold for such a fee adjustment. The intent of this letter is to propose a clarification regarding that point.

We propose that an increase or decrease in fees due to CH II Management as a result of change orders be consummate with the amount of infrastructure delivered to the District as a result of the change order. For example, if a change order decreases the amount of infrastructure (roads, for example) to be delivered to the District, then the consulting fee would be decreased accordingly. Likewise, if a change order increases the amount of infrastructure to be delivered to the District, then the consulting fees would increase accordingly. If a change order neither increases or decreases the amount of infrastructure to be delivered to the District (e.g. errors and omissions, pricing changes, etc...), then the consulting fee would not be adjusted.

I trust that this proposal is acceptable to the District. However, if you would like to discuss this further or need additional information regarding this concept, please contact me.

Sincerely,



CH II Management
Sean Ells
VP of Land Entitlements

PTC

COMMUNITY DEVELOPMENT DISTRICT

5B

**ADDENDUM TO THE AGREEMENT BETWEEN CH II MANAGEMENT, LLC AND
PTC COMMUNITY DEVELOPMENT DISTRICT FOR CONSTRUCTION
MANAGEMENT AND CONSULTING SERVICES**

This Addendum to the Agreement reference above is made and entered into effective this ____ day of _____, 2023 by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter the “District”); and

CHII MANAGEMENT, LLC, a Delaware limited liability company, with a principal address of 400 Crown Oak Centre Drive, Longwood, Florida 32750 (hereinafter the “Consultant” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement for Construction Management and Consulting Services, attached hereto as **Exhibit A** (“Agreement”); and

WHEREAS, at the time of execution of the Agreement, plans and permits were still pending and the Consultant was hired, in part, to manage value engineering and performance of the District’s construction contractor; and

WHEREAS, the Parties recognize that the Consultant should not be penalized for value engineering and cost savings measures realized on behalf of the District; and

WHEREAS, the Parties desire to amend the Agreement as specifically set forth herein.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are by this reference incorporated herein as a material part of this Amendment.

SECTION 2. COMPENSATION. Section 4.B. of the Agreement is hereby amended to provide the following:

Flat Fee Construction Management Payment: As compensation for the Services, the District agrees to pay Consultant an amount equal to three percent (3%) of construction costs set forth in the Construction Contract for the Services, which may be adjusted in accordance with the Construction Contract for deductive and additive change orders. For purposes of clarification, the 3% Fee shall not be adjusted pursuant to deductive or additive change orders unless such change

order results in a change in the amount of infrastructure to be delivered to the District. The intent of this quantitative application is to avoid penalizing the Consultant for realizing cost savings for the District. Likewise, if a change order results in an increase to the costs of the construction contract due to other than an increase in infrastructure delivered (i.e., price escalations, errors and omissions, or other matters directly and exclusively related to lack of performance of the Consultant), than the 3% shall not apply. Such amounts shall be paid in all cases upon submittal of an invoice from Consultant to the District, which is based on the total anticipated fee, divided equally over four (4) quarters, each comprising three (3) calendar months, at the end of each quarter. Concurrently with Contractor's final pay application, any difference between the calculated three percent (3%) of construction costs and the amount invoiced to that date shall be paid to Consultant as final payment. All additional work or services, and related compensation, shall be pre-authorized in writing by the District.

SECTION 3. CONFLICTS. To the extent that the terms described in this Addendum and the Agreement conflict, this Addendum shall control. Otherwise, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Addendum on the day and year first written above.

CH II MANAGEMENT, LLC, a Delaware limited liability company

PTC COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

Chair/Vice Chair, Board of Supervisors

Exhibit A: Agreement

Exhibit A

**AGREEMENT BETWEEN CH II MANAGEMENT, LLC AND PTC COMMUNITY
DEVELOPMENT DISTRICT FOR CONSTRUCTION MANAGEMENT AND
CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of May 2023, by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter the “District”); and

CHII MANAGEMENT, LLC, a Delaware limited liability company, with a principal address of 400 Crown Oak Centre Drive, Longwood, Florida 32750 (hereinafter the “Consultant” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District has entered into an agreement with Phillips & Jordan, Incorporated, dated or around April 27, 2023, for the construction of public stormwater, roadway and utility infrastructure improvements and related mass grading, specifically for the Mass Grading and Phase 1A Construction Project (the “Construction Contract” and the project set forth therein, the “Project”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide construction management and consulting services for the Project and act as the District’s representative in conjunction with the same; and

WHEREAS, Consultant provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and Consultant’s proposal and scope of services, which are attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Consultant has been provided a copy of the Construction Contract and is familiar with the terms and conditions therein; and

WHEREAS, the Parties warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are by this reference incorporated herein as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services described in **Exhibit A** (“Services”), attached hereto and incorporated by reference herein. Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met. Consultant shall coordinate with the District’s Engineer and report directly to the District Manager or his/her designee. The District may require Consultant to provide such evidence as the District requires assuring the District that the Services are provided to the District’s satisfaction. Consultant shall use all due care to protect the property of the District, its residents and landowners from damage.

SECTION 3. AUTHORITY OF CONSULTANT. Consultant shall have the right to act as the District’s representative in conjunction with the Project but shall have no right or authority to commit or otherwise obligate the District in any manner except to the extent provided herein, as may be reasonably necessary to carry out the duties set forth herein, or specifically authorized in writing by the District.

SECTION 4. COMPENSATION.

- A. **Preconstruction Services Payment:** The Parties hereby recognize and agree that the Consultant will provide, and has to the date of this Agreement provided, significant services to the District in preconstruction activities and will aide the District in various preconstruction services capacities. The flat fee payment for these preconstruction services, due within thirty (30) days of execution of this Agreement shall be \$15,000.00.
- B. **Flat Fee Construction Management Payment:** As compensation for the Services, the District agrees to pay Consultant an amount equal to three percent (3%) of construction costs set forth in the Construction Contract for the Services, which may be adjusted in accordance with the Construction Contract. Such amounts shall be paid upon submittal of an invoice from Consultant to the District, which is based on the total anticipated fee, divided equally over four (4) quarters, each comprising three (3) calendar months. Concurrently with Contractor’s final pay application, any difference between the calculated three percent (3%) of construction costs and the amount invoiced to that date shall be paid to Consultant as final payment. All additional work or services, and related compensation, shall be pre-authorized in writing by the District.

SECTION 5. COMPLIANCE WITH LAWS. Consultant shall comply in all material respects with any applicable federal, state, or local laws, ordinances, rules, or regulations and the Construction Agreement. Consultant shall promptly remedy any violation of any such law, ordinance, rule, or regulation known to the Consultant, to the extent that such remedy is in the

Consultant's control, and shall promptly notify the District Engineer, District Manager and District Counsel, of any such violation.

SECTION 6. INSURANCE. Consultant shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

The District, PTC Boyette, LLC and each of its supervisors, officers, employees, and staff shall be named as additional insureds. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Consultant hereby further recognizes Pasco County may also require a certificate naming Pasco County as an additional insured party and agrees, upon request of the District, to issue a certificate covering the same. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 7. INDEMNIFICATION.

A. Consultant agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Consultant, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of regardless of whether the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Consultant further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 12. ENFORCEMENT OF AGREEMENT. In the event that either the District or Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. TERMINATION. The District and the Consultant each shall have the right to terminate this Agreement immediately at any time due to Consultant's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. In the event either party terminates this Agreement, Consultant agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. The Consultant and District agree that Consultant is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Consultant shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 16. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

- A. If to Consultant: CH II Management, LLC
400 Crown Oak Centre Drive
Longwood, FL 32750
Attn: Sean Ells

- B. If to District: PTC Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

- With a copy to: Kilinski | Van Wyk PLLC
2016 Delta Boulevard, Suite 101

Tallahassee, Florida 32303
Attn: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery to the addresses set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

SECTION 19. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 20. ASSIGNMENT. Consultant may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Consultant without the prior written approval of the District are void.

SECTION 21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be in Pasco County, Florida.

SECTION 22. EFFECTIVE DATE AND TERM. This Agreement shall become effective as of the date set forth in the Notice to Proceed to Phillips and Jordan under the Construction Contract and shall remain in effect unless otherwise terminated earlier in accordance with Section 14, above.

SECTION 23. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Consultant, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

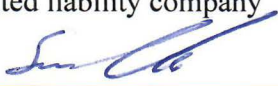
SECTION 27. CONFLICTS. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

SECTION 28. E-VERIFY. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant shall 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 Consultant has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

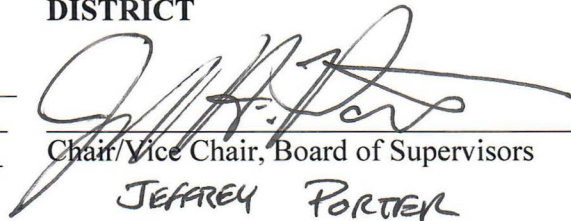
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

CH II MANAGEMENT, LLC, a Delaware
limited liability company



By: SEAN ELLIS
Its: VP of LAND ENTHUSIASMS

**PTC COMMUNITY DEVELOPMENT
DISTRICT**



Chair/Vice Chair, Board of Supervisors
JEFFREY PORTER

Exhibit A: Consultant's Proposal & Scope of Services

EXHIBIT A
DUTIES AND SPECIFICATIONS

1. DUTIES.

The Consultant shall perform the following services for the Pasco Town Center Mass Grading and Phase 1A Project (“Project”).

(a) To assist with the District in directing and scheduling the installation of the following public infrastructure for the following tasks:

1. Earthwork and Grading
2. Roadways
3. Utilities
 - i. Water Distribution
 - ii. Sanitary Sewer
 - iii. Potable Water Distribution System
 - iv. Pump Station
4. Stormwater Sewer
5. Landscape and Irrigation
6. Acquire all final acceptance letters required for submittal
7. Receiving all as-builts and warranties from Site Contractor(s)

(b) Review improvements to ensure the following construction milestones are properly adhered to and met on schedule and on budget:

1. Commence Mass Grading
2. Substantial Completion – Mass Grading
3. Certification of Completion – Mass Grading
4. Commence Phase 1A
5. Substantial Completion – Phase 1A
6. Certification of Completion – Phase 1A

(c) Coordinate with the Engineer and Contractor to facilitate the completion of the Project pursuant to the terms of the Construction Contract.

(d) Responsible for coordinating with the District Engineer, who is responsible for CEI, in ensuring all construction activities are performed in accordance with Pasco County, FDOT and applicable utility and regulatory requirements.

(e) Ensure the Contractor is providing a safe work zone for the public.

(f) Responsible for coordinating with the District Engineer, who is responsible for CEI to ensure construction of improvements is in accordance with the plans, specifications, and required standards for the Project.

(g) Ensure the Contractor is coordinating testing by an independent laboratory, acceptable to Pasco County and/or FDOT, as applicable, in accordance with Pasco County Engineering Services Department and/or FDOT's testing specifications, as applicable, for construction of roads, storm water drainage, and utilities, as applicable and is reporting any failed tests immediately to the Pasco County Engineer and/or FDOT, as applicable, and for providing all test reports on a quarterly basis to the Pasco County Engineer and/or FDOT, as applicable.

(h) Ensure that the Engineer prepares its certification that all designs, permits, and construction activities for the Project are in substantial conformance with the standards established by the FDOT pursuant to Section 336.056, *Florida Statutes*, and by Pasco County, as applicable.

(i) Ensure Engineer provides Pasco County and/or FDOT, as applicable, copies of all design drawings, as-build drawings, and permits received for the Project.

(j) Ensure, through the District's Contractor, that it has provided the required Certificates of Insurance and certified true and exact copies of all insurance policies to Pasco County and/or FDOT, as applicable prior to the Project commencing.

(k) Coordinate with the Engineer and together each are responsible for monitoring the Construction Contract on a regular basis to ensure contract compliance, summarizing the results of the monitoring efforts in written reports, and submitting the reports to Pasco County with documented evidence of follow-up actions taken to correct areas of noncompliance.

(l) Review, with the Engineer, monthly pay requisitions to ensure timely submission and accuracy.

(m) With the Engineer, accept and inspect all materials purchased by the District through the Owner-Direct Purchase Program for incorporation into the Project.

(n) Respond to field questions and document changes or clarifications as needed to the Contractor, District, and Pasco County.

(o) Coordinate with the Engineer to ensure the pricing for any change orders is in accordance with the Contractor's schedule of values.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C No. Ext): 800-301-8814 E-MAIL ADDRESS:	FAX (A/C No): 913-652-7599
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Certain Underwriter's at Lloyd's, London		NAIC # AA1122000
INSURED CH II Management, LLC and PTC Community Development District 30081 Setter Palm Road Zephyrhills, FL 33546	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

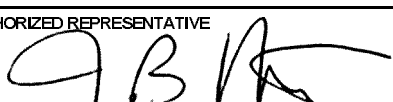
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PSM0039738488 Retroactive Date:	08/14/2023 08/14/2023	08/14/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSM0039738488	08/14/2023	08/14/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Claims Made			PSM0039738488 Retroactive Date:	08/14/2023 08/14/2023	08/14/2024	Each Claim	\$1,000,000
							Aggregate	\$1,000,000
							Deductible	\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

CERTIFICATE HOLDER **CANCELLATION**

2711703 PTC Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PTC

COMMUNITY DEVELOPMENT DISTRICT

5C

CH II, Management, LLC

Florida Office: 400 Crown Oak Centre Drive, Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

October 17, 2023

PTC Community Development District
C/O Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Attn: Kristen Suit, District Manager

Re: CH II Management, LLC Recommendation to PTC CDD Board to Reject Phillips & Jordan, Inc. Change Order Request # 9 (COR # 9) – Wetland Topo Discrepancy Additional Fill - \$ 789,406.21

Under - Agreement between Phillips & Jordan, Incorporated and the PTC Community Development District (“Owner”) for the Mass Grading and Phase 1A Project, dated on or about April 27, 2023.

Dear Kristen,

On Friday, September 8, 2023, Phillips and Jordan, Inc. contacted me by telephone and followed up with an email that “Phillips & Jordan has found a discrepancy between the existing elevations provided in the wetland areas provided at the time of bid”. On Friday, September 22, 2023, Phillips & Jordan, Inc. submitted an email with a written Change Order in the amount of \$ 789,406.21 for 40,982 cubic yards of additional import fill for the claim that interior wetland elevations in the field are lower than the elevations shown on the bid plans. Please note this Change Order Request has been established as COR # 9 from the Construction Coordination Meeting agenda.

Upon a subsequent conversation with Art Phelps of Phillips and Jordan, Inc. he correctly explained that the Mass Grading Bid Set Plans had limited topographic information that was generally the outer perimeter contour elevation. He went on to explain they “assumed” the outer perimeter contour elevation was consistent with or the same as the interior elevations throughout all wetlands. CH II Management, LLC takes exception to the use of that assumption to prepare and submit a competitive bid for contract and recommends rejection of COR # 9 for the following reasons:

First, see attached Exhibit A – “MEI Design Level Geotechnical Testing – Stormwater Pond Areas Pasco Town Center Phase 1” excerpts with highlights. This exhibit also includes a general plan of all wetlands within the phase scope and another plan of the five wetlands associated with the COR # 9 claim “WCA 20, 21, 22, 6B & 4” with field gathered spot elevation shots from equipment GPS systems and flown topographical survey provided by Phillips & Jordan, Inc. on Friday, September 29, 2023, superimposed over the Mass Grading Plans by Clearview Land Design. Exhibit A which was distributed to all bidders prior to bid submission is part of the Project Manual and Bid Documents as incorporated into the Agreement. Exhibit A establishes the following facts:

CH II, Management, LLC

Florida Office: 400 Crown Oak Centre Drive, Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

1. Page 2 – green highlighted – establishes “Central portions” with “lower surface elevation” and standing “water”.
2. Page 3 – green highlighted – establishes locations of eight wetland borings in four (WCA 20, 21, 22 & 6B) of the five wetlands in the COR # 9 request.
3. Page 4 – green highlighted – establishes the graphic representation of each of the eight wetland borings WB-2A, WB-2B, WB-3A, WB-3B, WB-4, WB-5A, WB-5B & WB-15.
4. Page 4 – yellow highlighted – establishes the depth of standing water at the boring location and therefore establishes the elevation of the interior portion of the wetland is lower than the elevations of the outer edges or perimeters. The depths are significant:
 - a. WB-2A = +2.5’ – WCA 6B
 - b. WB-2B = +1.5’ – WCA 6B
 - c. WB-3A = +2.0’ – WCA 21
 - d. WB-3B = +1.5’ – WCA 21
 - e. WB-4 = +2.0’ – WCA 20
 - f. WB-5A = +2.5’ – WCA 20
 - g. WB-5B = + 2.5’ – WCA 20
 - h. WB-15 = +0.5’ – WCA 22
5. Page 5 – Site Wetland Map.
6. Pages 5 & 7 – Phillips & Jordan, Inc. provided field topographical data.

It is important to note WCA 20 with three boring locations showing water depths of 2-2.5’ is overwhelmingly the largest portion of COR # 9 with 24,897 cubic yards at a cost of \$ 477,026.52 or 61% of the subtotal amount.

Second, see Exhibit B – “Project Manual” excerpt – yellow highlights:

1. ACKNOWLEDGEMENTS Paragraph 18.A establishes the “Proposer has carefully reviewed” “any and all subsurface reports and data” “included within the Project Manual”. Requires the Proposer to notify the District of any “conflicts, errors, ambiguities or discrepancies” “within the time period allotted for questions as part of the procurement process”.
2. ACKNOWLEDGEMENTS Paragraph 18.B establishes “the entire site is available to any Proposer for surface or subsurface investigation, upon request of the District”.
3. ACKNOWLEDGEMENTS Paragraph 18.D establishes “The Proposer is responsible for inspecting the entire site prior to submitting a Proposal” and “notifying the District” “of discrepancies”.

Third, see Exhibit C – “Phase 1A Agreement General Conditions and Supplemental Conditions” – yellow highlights:

1. Paragraphs 5.03 A.1, 2 & 3 establishes the existence of “Subsurface and Physical Condition” reports and tests that contain “technical data”.
2. Paragraph 5.03 C establishes “technical data is believed to be reliable” however “Contractor warrants, it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of materials to be encountered”.

CH II, Management, LLC

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3. Paragraph 5.03 D.4 establishes “Contractor may not rely upon or make any claim against Owner” “with respect to” “any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information”
4. Paragraph 5.03 D.6 establishes “Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered”.
5. Paragraph 5.04 A “Differing Subsurface or Physical Conditions” establishes:
 - a. Contractor must notify Owner promptly “after becoming aware” and “before further disturbing the subsurface or physical conditions”. “Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so”.
6. Paragraph 5.04 E.2 establishes “Contractor shall not be entitled to any adjustment in Contract Price or Contract Time with respect to a subsurface or physical condition if”:
 - a. Contractor knew of condition.
 - b. “The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the Site” “expressly required by the Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to Contractor’s making such commitment”.
 - c. Contractor failed to give written notice required by Paragraph 5.04.A.

It is important to note Phillips & Jordan, Inc. was provided the “Mass Grading Notice To Proceed” on August 11, 2023 and proceeded with full or substantial demolition of the five wetlands in question prior to providing a notice of discrepancy on September 8, 2023. The contractor also proceeded with land disturbance and full or substantial wetland disturbance of the COR # 9 wetlands prior to fully performing “qualification # 10” included with the Contractor’s Proposal “A pre-construction topographic verification survey before the start of construction will be provided. This information will be provided to the owner and engineer for comparison to the information provided in the bid documents. Discrepancies will be reviewed with the owner and the engineer”. The Topo Survey file provided is dated August 28, 2023.

A condensed summary of conclusions for recommendation to reject COR # 9 are as follows:

1. The Proposer should have known or reasonably should have known the elevations within the interior portions of the wetlands were lower than the perimeter elevation contours depicted on the bid set Mass Grading Construction Plans by performing a cursory site inspection as contemplated in the Bid Documents prior to submitting a Proposal.
2. The Proposer should have known or reasonably should have known the elevations within the interior portions of the wetlands were lower than the perimeter elevation contours depicted on the bid set Mass Grading Construction Plans by performing a cursory review of Exhibit A Geotechnical Report as contemplated in the Bid Documents prior to submitting a Proposal.
3. Items # 1 & # 2 above should have or reasonably should have prompted a question or Request For Information to the District prior to submitting a Proposal if there were any concerns as to the

CH II, Management, LLC

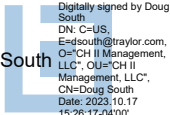
Florida Office: 400 Crown Oak Centre Drive. Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

full nature of the interior wetland elevations or concerns other Proposers would not have assumed similar conditions.

4. The Contractor proceeded with full or substantial excavation of the COR # 9 wetlands prior to notifying the District of a perceived discrepancy in conditions and submitted a \$ 789,406.21 Change Order Request and topographical data after the fact that could no longer be independently verified by the District in contradiction to the process defined in the Agreement.
5. To date there is no dispute or claim of error of the elevations that were depicted on the bid set Mass Grading Construction Plans or the Exhibit A Geotechnical Report.

This letter also serves as a recommendation to the District to reject any and all future claims of this nature regarding the interior elevations of all future wetlands to be excavated and filled in the scope of Work in the Agreement.

Sincerely,

 Digitally signed by Doug South
DN: C=US,
E=dsouth@traylor.com,
O=CH II Management, LLC*, OU=CH II Management, LLC*, CN=Doug South
Date: 2023.10.17 15:26:17 -0400

Doug South
Sr. Development Manager
CH II Management, LLC



TO: PTC Boyette, LLC
283 Cranes Roost Boulevard, Suite 111
Altamonte Springs, Florida 32701
Mr. Sean Ells, P.E.

January 25, 2023
Project No. 10378

SUBJECT: Geotechnical Engineering Services
Design Level Geotechnical Testing – Stormwater Pond Areas
Pasco Town Center – Phase 1
Interstate 75 and SR 52, Pasco County, Florida

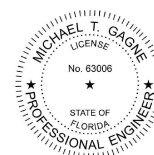
In general accordance with our authorized proposal to you dated 12/20/2022, Mortensen Engineering, Inc. (MEI) has completed the soil testing requested, and we are providing herein our evaluation of the soil stratigraphy within the proposed stormwater pond areas and existing lowland/wetland areas to be displaced, at the above referenced site in Pasco County, Florida. The following summary report presents the results of our study and includes our evaluation of the soil and groundwater conditions encountered, and our subsequent design level geotechnical engineering evaluations and recommendations related to the currently proposed stormwater pond areas, based solely on the subsurface data collected. The geotechnical testing performed and reported herein is for support of civil design, and county/water management permitting purposes. Geotechnical data from our previous stormwater pond areas soils study report (dated 3/30/2022) are included herein.

If you have any questions about this report, please contact us. Thank you for this opportunity to be of service to you. Sincerely,

MORTENSEN ENGINEERING INC
Florida Certificate of Authorization No. 5678

Kevin D. Mathewson, P.E.
Vice President
P.E. License No. 68429

Mainfile/410.3/10378.docx
Attachments: Shallow Groundwater Table, Pond Excavation Table, Plates 1 – 8
Appendix: USDA Soil Survey, USGS Topography, Potentiometric Map



Digitally signed by
Michael T. Gagne
Date: 2023.01.25
11:49:05 -05'00'

Michael T. Gagne, P.E.
President
P.E. License No. 63006

This item has been electronically signed and sealed by Michael T. Gagne, P.E. on the date shown, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

4. Clayey sands (Stratum 6), with fines contents typically varying from 25% to 50%, were encountered at our test boring locations below the upper fine sands to slightly clayey fine sands and typically extending to depths of 5 to 25 feet (+/-).
5. Sandy clays to clays (Stratum 7), with fines contents over 50%, were typically encountered below or within the clayey sands, and/or extending to depths of 25 feet (+/-).
6. Weathered limestone materials (Stratum 8) were encountered at one test boring location, PB-51, PB-5, and PA-6, at depths varying from of 10 and 24 feet (+/-).
7. Clayey sands/clays were encountered at/near the surface at our test borings performed within the lower elevation (excavated areas), as noted on Plate 1.

Lowland/Wetland Area Subsurface Soil Conditions

1. Based on the results of our auger borings and muck probes performed in the existing lowland/wetland areas, in general, the surficial muck (Stratum 10) and organic sand (Stratum 11) materials were encountered to depths of 1 to 3 foot (+/-), as noted on the soil profiles on Plates 7 and 8.
2. Below the surficial muck/organic sand materials (Strata 1 and 11), fine sands to sandy clays (Strata 2 – 7) were encountered to our boring/probe depths of 2 to 7 feet (+/-).
3. Central portions of some of the lowland/wetland areas were inaccessible at the time of our fieldwork due to the lower surface elevation and depth of water. In general, organic materials within these central wetland areas should be expected to be of greater thickness than the perimeter areas.

Pump Station Location Subsurface Soil Conditions

1. Based on the results of our test borings performed at the proposed sanitary sewer pump station locations, LS-1 and LS-2, beneath the topsoil materials (Strata 1 and 11), fine sands to clayey sands (Strata 2 – 6), were encountered to depths of 4 and 12 feet (+/-), respectively.
2. Sandy clay to clay (Stratum 7) was encountered below the sand/clayey sand soils and extended to depths of 22 to 25 feet (+/-).

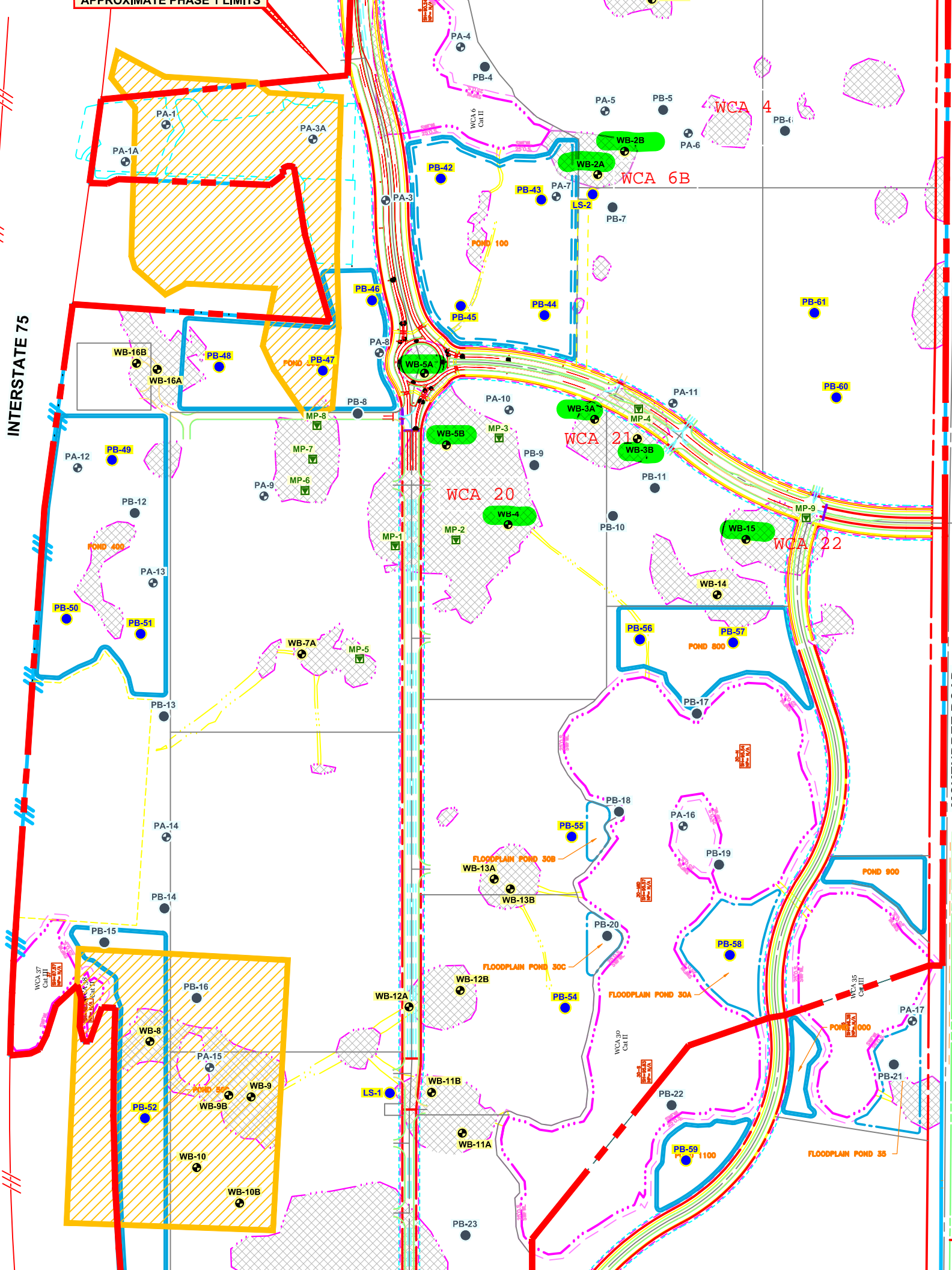
Shallow Groundwater Conditions

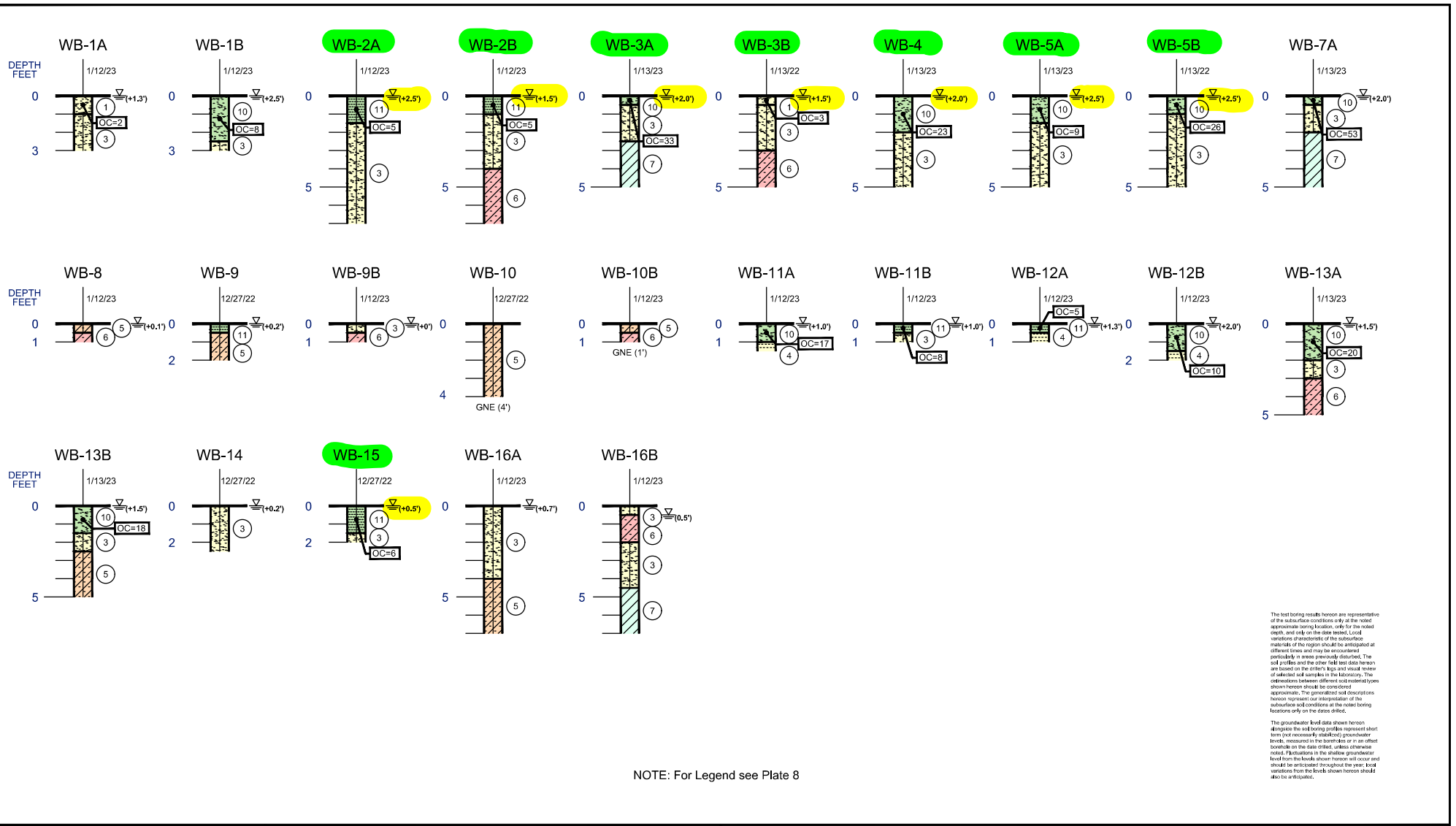
The shallow groundwater level was encountered at our pond area test boring locations and varied from 1 to 5 feet (+/-) below the ground surface, at the time of our fieldwork (January 2023), depending upon location and ground elevation. The measured groundwater levels (when encountered) are included alongside the soil profiles on Plates 2 – 6, and they are also included on the attached *Shallow Groundwater Table*. Fluctuations in future shallow groundwater levels will occur due to post development permeable surface area, variations in rainfall, control levels of stormwater ponds, fill thickness, proximity to wetlands, ditches, and other factors not evident at the time our measurements were taken. Site development will alter natural shallow groundwater conditions.

Based on our experience in the site vicinity, the test boring data herein, provided wetland seasonal high elevations, and the USDA/NRCS soil survey information for the site, we estimate that average predevelopment seasonal high groundwater levels at our roadway and pond area test boring locations, under natural conditions, could be as estimated on the attached *Shallow Groundwater Table*. The seasonal high groundwater elevations herein are predevelopment estimated averages based on the information provided herein and are not intended define an upper limit. During normal wet seasons (post-development) shallow groundwater (depending upon the degree of relief and site grades) will be temporarily perched above shallow clayey soils and within compacted fill soils. Shallow groundwater and accumulating surface water after rainfall events, and during construction, will present construction issues and possibly saturated subgrade soils (in some excavation/cut areas). Proper and effective

APPROXIMATE PHASE LIMITS

INTERSTATE 75





NOTE: For Legend see Plate 8

The test boring results herein are representative of the subsurface conditions only at the noted approximate boring location, only for the noted depth, and only on the date tested. Local variations or anisotropy of the subsurface materials of the region should be anticipated at different times and may be encountered particularly in areas previously disturbed. The soil profiles and the other field test data herein are based on the criteria, logs, and visual review of selected soil samples in the laboratory. The definitions between different soil material types shown herein should be considered approximately. The generalized soil descriptions herein represent our interpretation of the subsurface soil conditions at the noted boring locations only on the dates drilled.

The groundwater level data shown herein delineate the soil boring profiles represent short term (not necessarily stable) groundwater levels, measured in the borehole or in an offset borehole on the date drilled, unless otherwise noted. Fluctuations in the relative groundwater level from the levels shown herein will occur and should be anticipated throughout the years. Local variations from the levels shown herein should also be anticipated.



GEOTECHNICAL ENGINEERING SERVICES
PASCO TOWN CENTER - PHASE 1
STORMWATER POND AREAS
 PASCO COUNTY, FLORIDA

AUGER BORING SOIL PROFILES

CREATED BY: DNH
 CHECKED BY: PWV

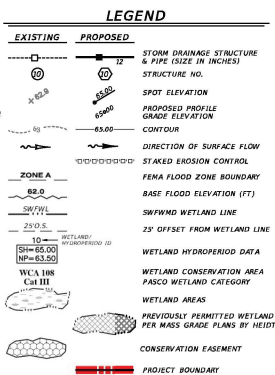
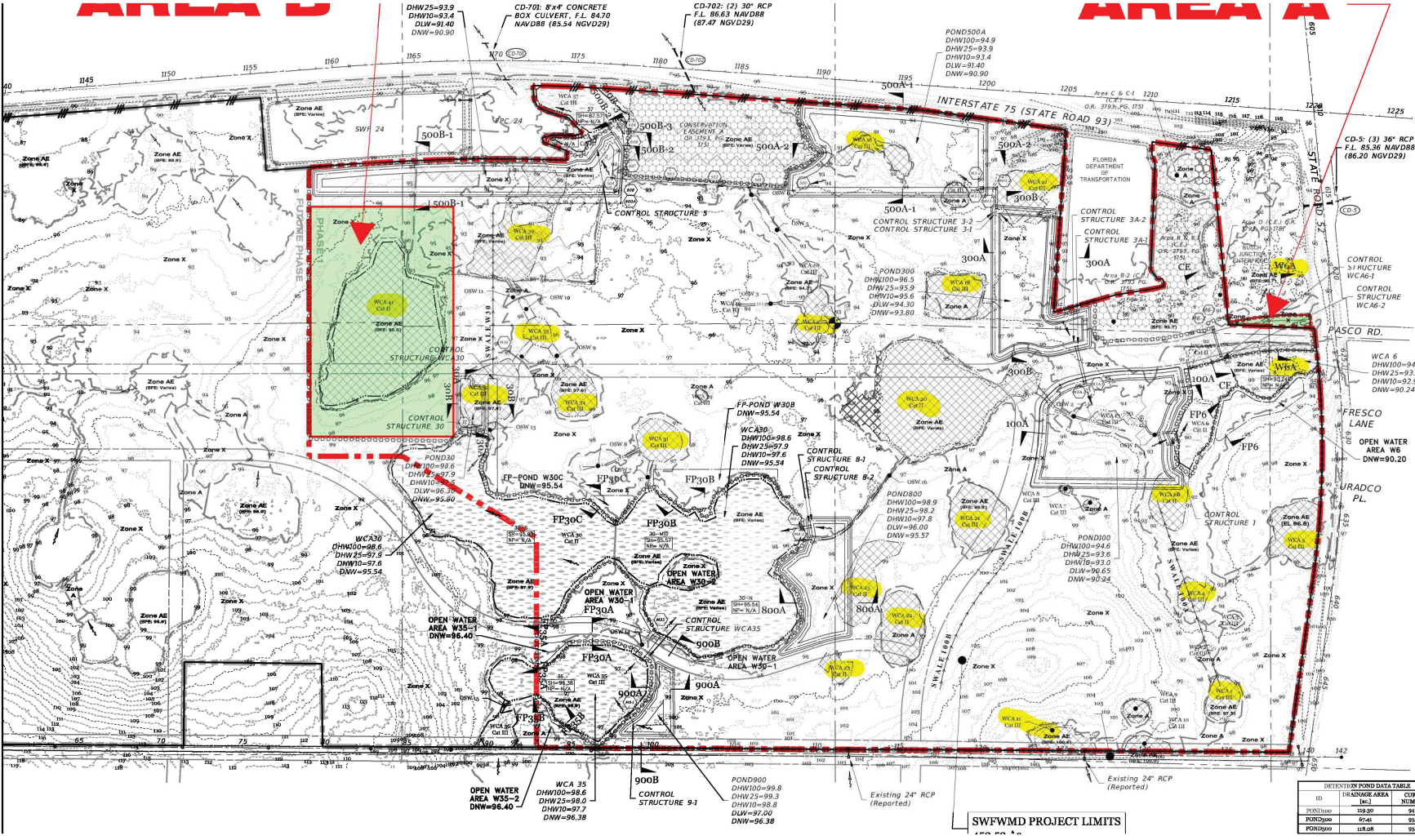
DATE: JAN 2023
 PROJECT NO: 10378

PLATE 7

AREA B

AREA A

SCALE: 1" = 300'



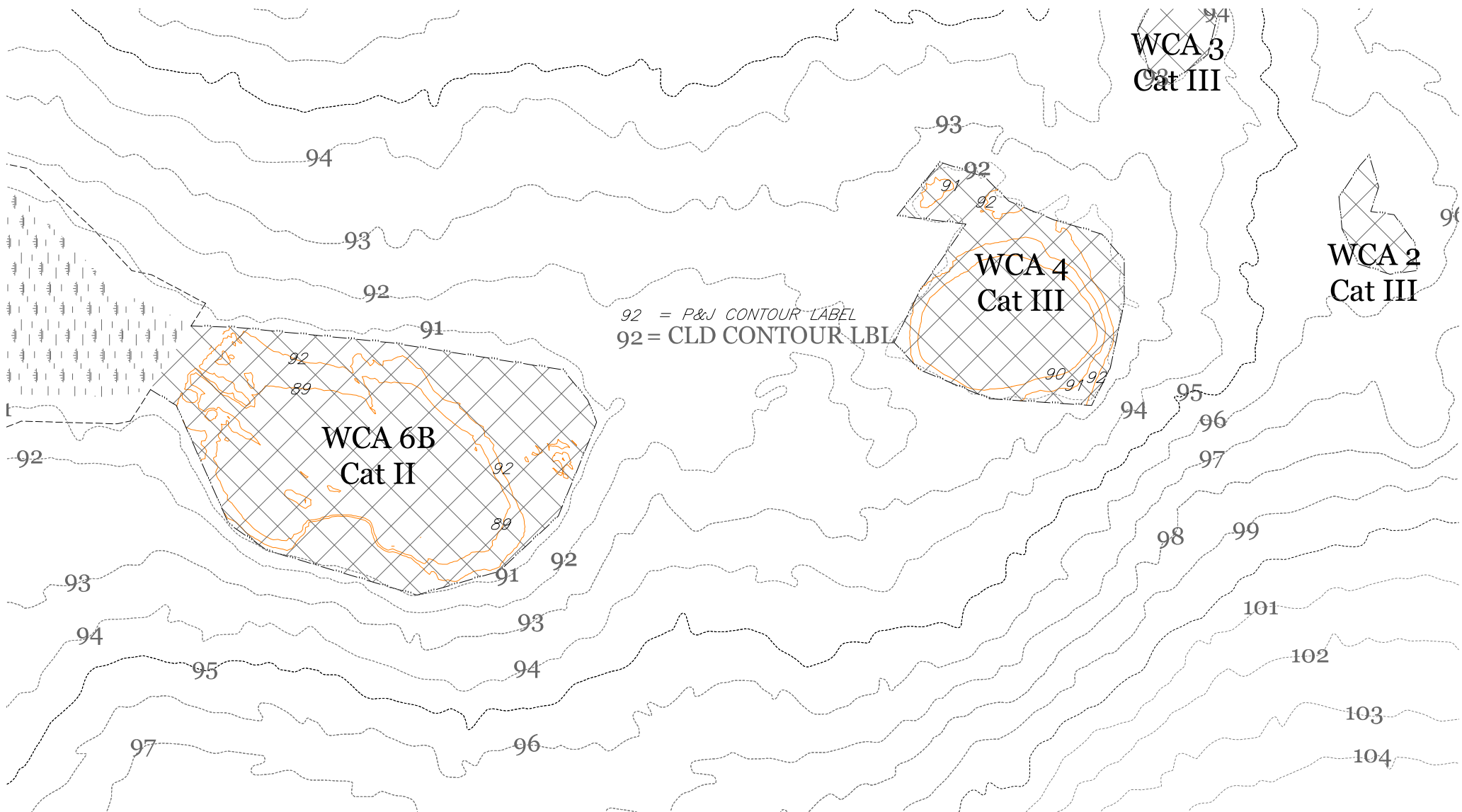
PASCO TOWN CENTER Mass Grading Wetland Summary Table

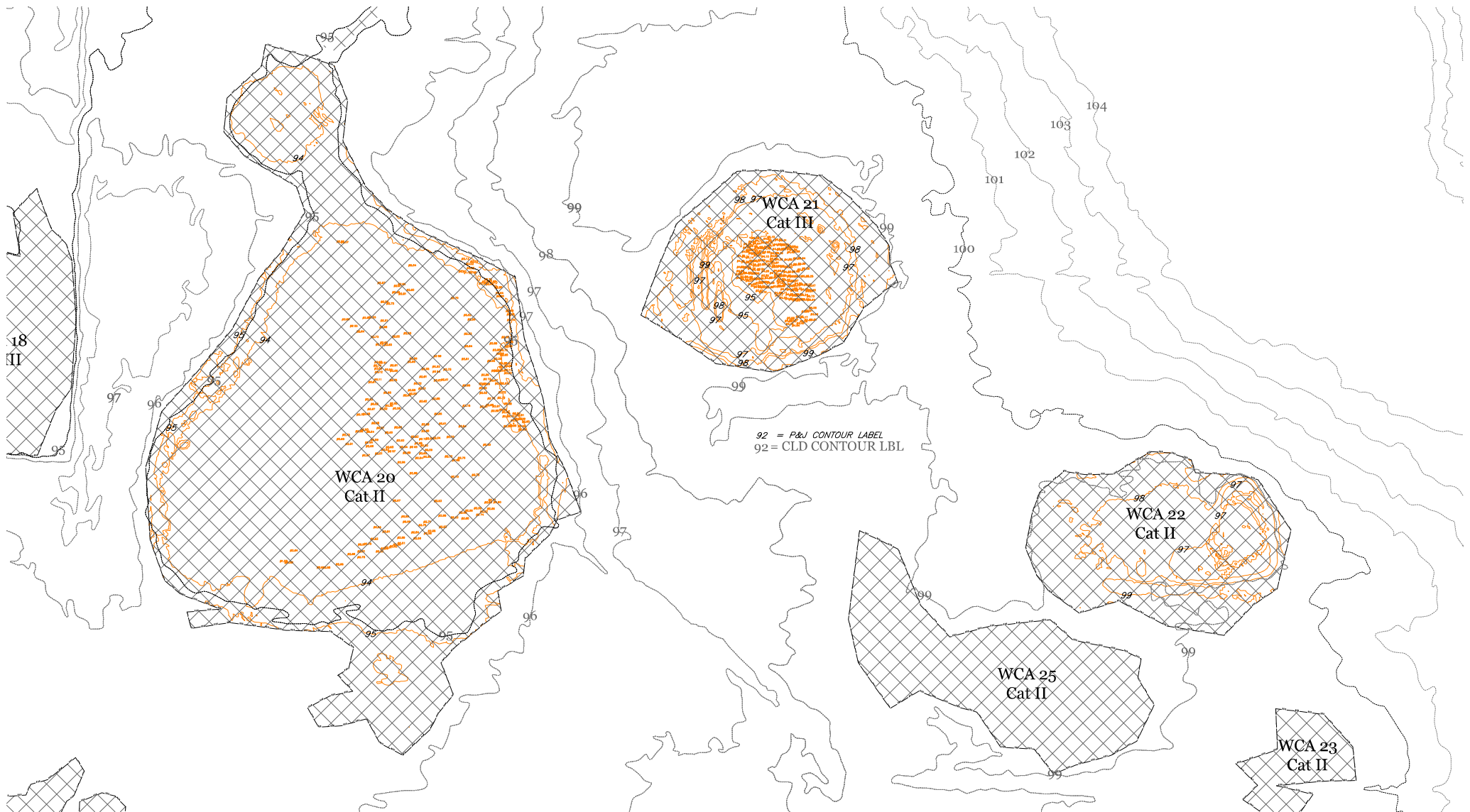
Wetland ID Category	Acres On-Site (ac.)	Impact ID	Proposed Approved Impact (ac.)
WCA 1	0.93	WCA 1	0.93
WCA 2	0.16	WCA 2	0.16
WCA 3	0.20	WCA 3	0.20
WCA 4	0.76	WCA 4	0.76
WCA 5	2.26	WCA 5	2.26
WCA 6	2.99	WCA 6	2.99
WCA 6A	1.84	WCA 6A	1.84
WCA 6B	1.67	WCA 6B	1.67
WCA 7	0.23	WCA 7	0.23
WCA 8	0.03	WCA 8	0.03
WCA 9	0.39	WCA 9	0.39
WCA 10	0.48	WCA 10	0.48
WCA 11	0.96	WCA 11	0.96
WCA 12	2.21	WCA 12	2.21
WCA 13	0.43	WCA 13	0.43
WCA 14	0.43	WCA 14	0.43
WCA 15	1.16	WCA 15	1.16
WCA 16	1.16	WCA 16	1.16
WCA 18	2.84	WCA 18	2.84
WCA 20	11.29	WCA 20	11.29
WCA 21	2.50	WCA 21	2.50
WCA 22	2.43	WCA 22	2.43
WCA 23	0.23	WCA 23	0.23
WCA 24	2.20	WCA 24	2.20
WCA 27	1.16	WCA 27	1.16
WCA 28	0.23	WCA 28	0.23
WCA 29	0.23	WCA 29	0.23
WCA 30	24.09	WCA 30	24.09
WCA 31	1.29	WCA 31	1.29
WCA 32	2.43	WCA 32	2.43
WCA 33	0.26	WCA 33	0.26
WCA 34	1.51	WCA 34	1.51
WCA 35	2.83	WCA 35	2.83
WCA 37	2.91	WCA 37	2.91
WCA 38	0.30	WCA 38	0.30
WCA 39	4.39	WCA 39	4.39
WCA 40	0.26	WCA 40	0.26
WCA 41	10.80	WCA 41	10.80
OSW 1	0.03	OSW 1	0.03
OSW 2	0.18	OSW 2	0.18
OSW 3	0.10	OSW 3	0.10
OSW 4	0.03	OSW 4	0.03
OSW 5	0.47	OSW 5	0.47
OSW 6	0.01	OSW 6	0.01
OSW 7	0.07	OSW 7	0.07

DIRECTION POND DATA TABLE

ID	DRAINAGE AREA (ac.)	CURVE NUMBER
POND300	67.41	95.0
POND300	118.08	95.0

SFWMW PROJECT LIMITS





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, which shall be limited to the time set forth therein. Please contact the District Engineer, using the information herein, if you would like to attend the site inspection – each Proposer shall do so at its own risk and shall be required to execute an indemnification and acknowledgement form for the same. 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, FDOT, Pasco County, the Southwest Florida Water Management District and all other regulatory agencies prior to Project acceptance. The Contractor is also required to apply for and maintain a NPDES permit for the

Project and shall be responsible for the associated costs. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District. The District will have its own geotechnical engineer under contract for geotechnical engineering services. The Contractor will be responsible for coordinating testing schedules with the geotechnical engineer.

- 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 and in accordance with FDOT, Pasco County and other regulatory agency requirements. 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

similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site

(except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and

3. **Technical Data contained in such reports and drawings, if any.**
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *No Reliance by Contractor on Technical Data:* Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseeable and foreseen risks, hazards, and difficulties in connection therewith.
- D. **Limitations of Other Data and Documents:** ~~Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. **any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.**
 5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil and groundwater conditions, etc. that may make it more difficult to conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the Engineer.
 6. **Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity**

of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 ***Differing Subsurface or Physical Conditions***

A. ***Notice by Contractor:*** If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question

has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Owner Engineer, Construction Manager and others working on behalf of the Owner or its representatives do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others.



September 22, 2023

Mr. Douglas South
PTC Community Development District
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

Doug,

Please find the breakdown for the addition of import fill needed to balance Pasco Town Center Mass Grading due to an existing elevation discrepancy for wetland areas 4, 6B, 20, 21 and 22.

Pasco Town Center - WETLAND TOPO ADDITIONAL FILL				
DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	TOTAL
WCA 4	1652	CY	\$19.16	\$31,652.32
WCA 6B	2215	CY	\$19.16	\$42,439.40
WCA 20	24897	CY	\$19.16	\$477,026.52
WCA 21	8638	CY	\$19.16	\$165,504.08
WCA 22	3580	CY	\$19.16	\$68,592.80
SUBTOTAL				\$785,215.12
P&P BOND	1	LS	\$3,926.08	\$3,926.08
WARRANTY BOND	1	LS	\$265.01	\$265.01
TOTAL				\$789,406.21

Please issue Phillips and Jordan a change order for \$789,406.21.

If you have any questions or comments, please feel free to give me a call.

Sincerely,
PHILLIPS & JORDAN, INC.


Zach Garner
Project Manager

Volume Report
Existing vs DRONE TOPO 08/28/2023

	Total	Cut	Area		Volume		Comp/Ratio		Compact		Export -Import	Change Per 0.1 ft
			Fill	OnGrade	Cut	Fill	Cut	Fill	Cut	Fill		
WCA 4	33,073	1,728	29,009	2,336	22	1,652	1.00	1.00	22	1,652	-1,630	122
WCA 6B	71,107	11,789	55,850	3,468	268	2,215	1.00	1.00	268	2,215	-1,947	263
WCA 20	491,902	903	456,384	34,615	10	24,897	1.00	1.00	10	24,897	-24,887	1,822
WCA 21	108,956	428	96,522	12,006	4	8,638	1.00	1.00	4	8,638	-8,634	404
WCA 22	105,737	0	85,471	20,266	0	3,580	1.00	1.00	0	3,580	-3,580	392
WCA Sub:	810,775	14,848	723,236	72,691	304	40,982			304	40,982	-40,678	3,003
Regions Total	810,775	14,848	723,236	72,691	304	40,982			304	40,982	-40,678	3,003
Unspecified	2,476,128	49,780	2,426,359	-11	0	0	1.00	1.00	0	0	0	9,171
Job Total	3,286,903	64,628	3,149,595	72,680	304	40,982			304	40,982	-40,678	12,174

From: [Zach Garner](#)
To: [South, Douglas](#)
Cc: [Art Phelps](#); [Wesley Compo](#); [Matt Fetterhoff](#)
Subject: Pasco Town Center - Wetland Impact Muck & Fill Projection
Date: Friday, September 22, 2023 12:32:17 PM
Attachments: [pi_logo-w150_cd72176f-9ec6-4195-bcbb-544f49e8df3d.jpg](#)
[facebook_32x32_21edfdbc-ae69-488b-8d8b-65a06c30e6f8_ff804041-e39a-43ad-8bd2-e0fba163a364.png](#)
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[women_owned-7percent_e30e9635-2453-4d1a-bc3b-316ab65e4690.jpg](#)
[PASCO TOWN CENTER - WETLAND IMPACT FILL PROJECTION.xlsx](#)
[Change Order Request - Wetland Topo Additional Fill.pdf](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Doug,

During our Pasco Town Center Coordination Meeting yesterday morning, we discussed our projections for a potential overrun on the amount of muck we encounter for Pasco Town Center Mass Grading. This value could be anywhere from 25,000-40,000 CY of additional muck onsite that will need to be handled, hauled offsite, and added to the overall import number to balance the project. This total value ranges from approximately \$850,000-\$1,356,000.

Additionally, we have projected the overall discrepancy for the wetlands having a differing existing elevation, being lower than the plans provided at the time of bid. Having completed the first five wetlands and their demucking operation, we now know the top elevations for wetland areas WCA 4, 6B, 20, 21, and 22. The attached pdf details the overall additional import needed to bring these wetlands to the existing elevations provided at the time of bid, and is a formal change order request titled, "Change Order Request – Wetland Topo Additional Fill".

Lastly, we used the area of the wetlands combined with the volume of additional fill to conclude an average of 1.36' difference of the actual wetland elevations. Using this depth and area for all the remaining wetlands, this comes out to roughly 85,000 CY of additional import we project to need onsite to balance the existing conditions discrepancy. The total value for this additional fill is approximately \$1,642,000.00. Please see attached spreadsheet where these values were derived. Please let me know if you have any questions.

Thank you,



30115 State Road 52
Suite 301
San Antonio, FL 33576

Zach Garner
Project Manager

Mobile: +1 603-903-9532

PASCO TOWN CENTER - WETLAND IMPACT FILL PROJECTION

Wetland ID Category	Area (SF)	AVERAGE DELTA PROJECTION (FEET)	PROJECTED VOLUME (CY)
WCA 1	40647	1.36	2047
WCA 2	4302	1.36	217
WCA 3	4277	1.36	215
WCA 5	97562	1.36	4914
WCA 6A	53594	1.36	2700
WCA 7	5854	1.36	295
WCA 8	2194	1.36	111
WCA 9	16905	1.36	851
WCA 10	20972	1.36	1056
WCA 11	43087	1.36	2170
WCA 12	96515	1.36	4862
WCA 13	18672	1.36	941
WCA 15	18623	1.36	938
WCA 16	50665	1.36	2552
WCA 18	97767	1.36	4925
WCA 23	22899	1.36	1153
WCA 25	100280	1.36	5051
WCA 27	50654	1.36	2551
WCA 28	9087	1.36	458
WCA 29	4718	1.36	238
WCA 31	56071	1.36	2824
WCA 32	106005	1.36	5339
WCA 33	24302	1.36	1224
WCA 34	65762	1.36	3312
WCA 39	216569	1.36	10909
WCA 40	3307	1.36	167
WCA 41	470524	1.36	23700
TOTAL			85721

PTC

COMMUNITY DEVELOPMENT DISTRICT

6A



August 8, 2023

PTC CDD c/o CH II Management, LLC
400 Crown Oak Centre Drive
Longwood, Florida 32750

Attn: Doug South
Senior Development Manager

Re: Proposal for Contamination Cleanup Services
Pasco Town Center
SR 52 and I-75
San Antonio, Pasco County, Florida
Tierra Project No. 6511-21-275E

Mr. South:

Tierra has developed this proposal to provide assistance during contamination cleanup operations at the above-referenced site. This proposal includes the project background information, our scope of services, fee estimate, and schedule.

PROJECT BACKGROUND

During clearing and grubbing operations as part of property development, five abandoned drums were discovered within a heavily wooded area of the site. The drums were noted to be in poor condition, several with significant rust, holes, and no lids. Stained soil was noted at the base of the drums during an inspection on July 28, 2023. Evidence from the site and markings on the drums suggest that used oil was stored in the drums.

SCOPE OF SERVICES

Tierra understands that removal of the drums and contaminated soil has been requested and that both Tierra and Phillips & Jordan (P&J; contractor) will cooperatively perform tasks to accomplish this goal. Per coordination and direction from CH II Management, P&J will provide staff and equipment to perform excavation and staging of visually impacted soil onto polyethylene plastic sheeting, mixing of the drum contents with the excavated soil, crushing and staging of the drums, and load out/transportation of the contaminated soil/drums to the Class I landfill operated by Waste Connections of Sumter (located at 1032 County Road 529A, Lake Panasoffkee). The disposal manifest will be provided to Tierra for documentation purposes. Tierra recommends an “over excavation” strategy to ensure that all impacted soil is removed. The excavation will be backfilled with clean fill by P&J or others.

Tierra will perform the following tasks:

- Identification, coordination, contracting, and profile paperwork with nearest Class I landfill (Waste Connections, Lake Panasoffkee),
- After P&J completes initial excavation, mobilize to the site to verify, document, and measure excavation dimensions,
- Perform and document field screening results for bottom and sidewalls of excavation using an Organic Vapor Analyzer equipped with a photoionization detector (OVA-PID),
- Provide recommendation for location of additional excavation, if elevated OVA-PID readings are measured,

- Collect one soil sample of excavated material for analysis by a certified laboratory by the following methods:
 - EPA Method 6010/7471 (RCRA 8 metals)
 - EPA Method 8260 (benzene; including Terracore sampling kit)
 - EPA Method 8082 (Polychlorinated Biphenyls; PCBs)
- Provide laboratory results to disposal facility so the waste material can be profiled and approved,
- Collect five soil samples at the excavation (one from bottom and one from each sidewall) to verify limits of impacted soil have been reached and analyze by a certified laboratory by the following methods:
 - EPA Method 8260 (BTEX/MTBE; including Terracore sampling kit)
 - EPA Method 8270 (Polynuclear Aromatic Hydrocarbons; PAHs)
 - FL-PRO Method (Total Recoverable Petroleum Hydrocarbons; TRPHs)
 - EPA Method 6010 (RCRA 4 metals)
- Review and compare excavation sample results to Soil Cleanup Target Levels as provided in Chapter 62-777 of the Florida Administrative Code (F.A.C.) and communicate results to team via email,
- Develop a Letter Report that details the results of the testing, remediation efforts, and landfill disposal. The report will include a narrative of the field activities, laboratory results, photographs, disposal manifest(s), and maps to illustrate important project features.

In preparation of this proposal Tierra has made the following assumptions:

- *The impacted soils are non-hazardous and are acceptable for disposal at Waste Connections of Sumter in Lake Panasofkee, Florida.*
- *Dewatering is not anticipated. Permits, if necessary, are the responsibility of the owner.*

COST /SCHEDULE

Based upon the scope of work outlined herein, the base cost for providing these services is estimated to be \$5,500 (\$2,245 for field, reporting, and project management; and \$3,255 for laboratory testing and landfill disposal). Note that this cost includes tipping fees at the landfill for 45 tons (not loading or transportation) and laboratory testing under standard turn-around time (7-10 business days). Additional tasks/quantities beyond the authorized scope of work will not be conducted without prior written approval. Costs for additional tasks/quantities for expedited laboratory testing and re-mobilization are provided for your consideration:


- | | |
|---|------------------------|
| • Remobilization for OVA testing and sample collection | \$ 945 |
| • Additional confirmation samples, standard lab turnaround (each) | \$ 335 |
| • Additional contaminated soil disposal at landfill (per ton) | \$ 30 |
| • Extra charge for 4-day rush testing results – landfill characterization | \$ 295 accepted |
| • Extra charge for 4-day rush testing results – five confirmation samples | \$1,690 |

Tierra will initiate the planning phase of the project within 1 to 2 business days upon receipt of written authorization to proceed. Thank you for allowing Tierra the opportunity to propose our services on your project.

Respectfully Submitted,
TIERRA, INC.



Michael J. Bair, ASP, LEP
Chief Scientist

AUTHORIZED BY:	
Name: Jeff Porter	Company: PTC Community Development District
Title: Vice Chair - PTC CDD	Name:
Signature: 	Address:
Date: 8/10/23	Phone:

TIERRA GENERAL CONDITIONS

1. SCOPE OF WORK - Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra as set forth in Tierra's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Tierra. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Tierra's work. Tierra shall have no duty or obligation to any third party greater than that set forth in Tierra's proposal, Client's acceptance of Tierra's proposal and these General Conditions. The ordering of work from Tierra, or the reliance on any of Tierra's work, shall represent acceptance of the terms of Tierra's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. RIGHT OF ENTRY - The client will provide right-of-entry for Tierra and all necessary equipment in order to complete the work. While Tierra will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of all underground utilities or obstructions to Tierra who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Tierra harmless for any damages to subterranean structures or utilities which are not called to Tierra's attention and correctly shown on the plans furnished and will reimburse Tierra for any expenses in connection with any claims or suits including reasonable attorney fees.

4. IN-PLACE MATERIALS TESTING - Tierra will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. SAMPLE RETENTION - Tierra will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the contractor's work. It is understood that Tierra will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. STANDARD OF CARE - Service performed by Tierra under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Tierra and that the data, interpretations and recommendations of Tierra are based solely on the information available to it. Tierra shall not be responsible for the interpretation by others of information developed.

8. ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Tierra, as instruments of service, shall remain the property of Tierra until final payment is received.

TIERRA GENERAL CONDITIONS

10. BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

10.1 If the Client fails to make any payment due to Tierra for service and/or expenses within 60 days of date of invoice, Tierra may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Tierra in full. Further, Tierra may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Tierra shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Tierra for expenses in connection with any claims or suits, including reasonable attorney's fees.

10.3 This contract shall be governed by the laws of the State of Florida.

11.0 CONSTRUCTION REVIEW - Tierra cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Tierra's conclusions and recommendations.

12.0 INDEMNIFICATION - Tierra agrees to hold harmless and indemnify Client from and against liability arising out of Tierra's negligent performance of the work. Client agrees to indemnify and hold Tierra harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Tierra was not solely negligent.

13.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Tierra's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Tierra shall not exceed \$25,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Tierra' negligent professional acts, errors or omissions.

13.1 If Client prefers to have higher limits on professional liability, Tierra agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14.0 INSURANCE - Tierra represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation Insurance and Employer's Liability Insurance in conformance with applicable state laws. Tierra has such coverage under public liability and property damage insurance policies that Tierra deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

14.1 Within the limits and conditions of such insurance, Tierra agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Tierra, its agents, staff and consultants employed by it. Tierra shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Tierra shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Tierra will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15.0 TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Tierra shall be paid for services performed to the termination notice date plus reasonable termination expenses.

15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Tierra may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Tierra in completing such analyses, records and reports.

TIERRA GENERAL CONDITIONS

16.0 CLIENT'S OBLIGATION TO NOTIFY TIERRA - Client represents and warrants that it has advised Tierra of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Tierra is to do work hereunder, and unless Tierra has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Tierra harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Tierra's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Tierra by Client.

17.0 HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring Tierra to assume the status of an owner, operator, generator, store, transporter, treatment or disposal facility as those terms appear within the Resource Conservation and Recovery Act (RCRA) or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

18.0 DESIGN PROFESSIONALS LIMITATION OF LIABILITY – IN ACCORDANCE WITH FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY TIERRA, INC. OR AGENT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING DURING THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.

PTC

COMMUNITY DEVELOPMENT DISTRICT

6A1



TIERRA

GEOTECHNICAL • MATERIALS
ENVIRONMENTAL • ENGINEERING

7351 Temple Terrace Hwy
Tampa, Florida 33637

INVOICE

Invoice Date	Invoice #
8/30/2023	45336E

Bill To PTC CDD c/o CH II Management, LLC 400 Crown Oak Centre Drive Longwood, FL 32750
--

Invoice Mailing Date
09/18/2023

Due Date
9/29/2023

Project Manager	Doug South
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Contamination Cleanup Services Pasco Town Center SR 52 and I-75 San Antonio, Pasco Co, FL
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Terms	Client Reference #	Project/Job
Net 30		6511-21-275E - Pasco Town Center

Quantity	Description	Rate	Amount
	INVOICE BILLING PERIOD 08/10/2023 - 09/15/2023		
1	Field work, reporting, project management; LUMP SUM	2,245.00	2,245.00
1	Laboratory testing and landfill disposal, LUMP SUM	3,255.00	3,255.00
12.12	Additional contaminated soil disposal at landfill; TON	30.00	363.60
1	Extra charge for 4-day rush testing results - landfill characterization; LUMP SUM	295.00	295.00

PLEASE REMIT ALL PAYMENTS TO: Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637 (813) 989-1354
--

Total	\$6,158.60
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PTC

COMMUNITY DEVELOPMENT DISTRICT

6B

CHANGE ORDER NO.: 1

Owner:	PTC CDD	Owner's Project No.:	N/A
Engineer:	Clearview Land Design, P.L.	Engineer's Project No.:	N/A
Contractor:	Phillips and Jordan, Incorporated	Contractor's Project No.:	N/A

Project/Contract Name: Pasco Town Center Mass Grading and Phase 1A Project
 Agreement between Owner and Contractor for Construction Contract (Stipulated Price), dated on or about April 27, 2023 ("**Agreement**")
Effective Date of Change Order:

Date Issued: September 5, 2023 September 5, 2023

The Agreement is modified only to the extent below and as follows upon execution of this Change Order:

Description:

The Agreement is modified to revise the scope of work and modify the plans for the Pasco Town Center Mass Grading and Phase 1A Project, with any change orders or additional work to be determined according to the unit prices set forth at Composite Exhibit A. In summary:

PCO #	AMOUNT	DESCRIPTION
PCO # 1	\$ 34,395.75	PTC Phase 1A - Plan Changes # 1
PCO # 2	\$ 5,911,434.06	PTC Add Tradeway Blvd (Draft Plans)
PCO # 3	\$(5,488,337.27)	PTC Mass Grading - Plan Modification # 1
PCO # 5	\$ 55,953.60	PTC Phase 1A - Plan Changes # 2

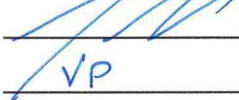
Attachments set forth in **Composite Exhibit A:**

- Revised Plans, Pasco Town Center Roadway 1A (P&J COR#1)**
- Revised Plans, Tradeway Blvd. Ext-Cor 002 (P&J COR#2) *****
- Revised Plans, Plan Changes Dated May 12, 2023-Cor 003-Rev (P&J COR#3)**
- Schedule of Values, Riprap and Stone and 60" RCP Addition (P&J COR#5)**

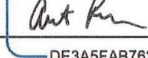
Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>29,970,974.16</u>		Substantial Completion:	324 days
		Ready for final payment:	366 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. __:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. __:	
\$ <u>N/A</u>		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>29,970,974.16</u>		Substantial Completion:	324 days
		Ready for final payment:	366 days
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>513,446.14</u>		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>30,484,420.20</u>		Substantial Completion:	324 days
		Ready for final payment:	366 days

***** Time extension for COR # 2 will be added to the contract at final plan approval and permit as extension time is uncertain as of this Change Order.**


Recommended by Engineer

By:  JORDAN SCHRADEP
Title: VP
Date: 9/15/2023

Accepted by Contractor

By: Art Phelps 
Title: Senior Vice President
Date: 9/12/2023

Authorized by Owner

By: 
Title: Vice Chairman
Date: 9/18/2023

Approved by Funding Agency (if applicable)

Composite Exhibit A



June 13, 2023

PTC Community Development District C/O CH II Management, LLC

**RE: PASCO TOWN CENTER PH 1 MASS GRADING AND PHASE 1A INFRASTRUCTURE
PHASE 1A PLAN CHANGES DATED MAY 12, 2023-REVISED**

Please find below the summary of changes within the plans for Phase 1A dated May 12, 2023, versus the contract drawings dated January 27, 2023. Please issue a change order so that these changes can be incorporated into the schedule.

See Attached PDF for Changes

If you should have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,

Phillips & Jordan, Inc.

Art Phelps

Art Phelps
Senior Vice President

Attachments: Plan Changes Summary

P.O. Box 2295 - Zephyrhills, FL 33539 - office 813.783.1132 - fax 813.715.1820 - pandj.com

PASCO TOWN CENTER ROADWAY 1A

PLANS DATED
2023.05.12 VS
2023.01.27

PLAN SHEETS	NARRATIVE	SCOPE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
SHEETS 10-12	On sheet 12, Type 1 curb inlet #24 went from a 0'-6" curb inlet to a 6'-8" curb inlet.	STORM	CURB INLET 0-6 depth	-1	EA	\$ 8,443.97	\$ (8,443.97)
	On sheet 12, Type 1 curb inlet #24 went from a 0'-6" curb inlet to a 6'-8" curb inlet.	STORM	CURB INLET 6-8 depth	1	EA	\$ 9,371.07	\$ 9,371.07
	On sheet 12, Type 1 curb inlet #55 went from a 16'-18" curb inlet to a 22'-24" curb inlet.	STORM	CURB INLET 16-18 depth	-1	EA	\$ 8,443.97	\$ (8,443.97)
	On sheet 12, Type 1 curb inlet #55 went from a 16'-18" curb inlet to a 22'-24" curb inlet.	STORM	CURB INLET 22-24 depth	1	EA	\$ 11,706.81	\$ 11,706.81
	On sheet 12 and 11, the 42" storm run from structure #55 to #57 got longer and the pipe depth got deeper.	STORM	42" RCP 16'-18 depth	-256	LF	\$ 327.30	\$ (83,788.80)
	On sheet 12 and 11, the 42" storm run from structure #55 to #57 got longer and the pipe depth got deeper.	STORM	42" RCP 22'-24 depth	313	LF	\$ 434.24	\$ 135,917.12
	On sheet 12 and 11, the 42" storm run from structure #57 to #58 got shorter and the pipe material changed.	STORM	42" CLASS IV RCP 22'-24 depth	-160	LF	\$ 518.98	\$ (83,036.80)
	On sheet 12 and 11, the 42" storm run from structure #57 to #58 got shorter and the pipe material changed.	STORM	42" RCP 22'-24 depth	122	LF	\$ 434.24	\$ 52,977.28
	On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	12" GATE VALVE	2	EA	\$ 3,793.57	\$ 7,587.14
	On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	12" PVC	160	LF	\$ 81.89	\$ 13,102.40
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	12" TEMP. BO	1	EA	\$ 1,098.29	\$ 1,098.29	
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	12"x12" MJ TEE	1	EA	\$ 1,476.94	\$ 1,476.94	
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	8" GATE VALVE	-2	EA	\$ 2,005.41	\$ (4,010.82)	
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	8" PVC	-160	LF	\$ 48.91	\$ (7,825.60)	
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	8" TEMP. BO	-1	EA	\$ 867.89	\$ (867.89)	
On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	12"X8" MJ TEE	-1	EA	\$ 1,252.94	\$ (1,252.94)	
SHEETS 18-20	On sheets 18 & 21, the reclaim 2" serve pipe is now shown to the lift station.	RECLAIM	2" PVC	850	LF	\$ 18.29	\$ 15,549.05
	On sheets 18 & 21, the watermain 2" serve pipe is now shown to the lift station.	WATERMAIN	2" PVC	725	LF	\$ 18.29	\$ 13,262.43
	On sheets 18-20 Sanitary depths have changed	SANITARY	8" PVC 12'-14'	616	LF	\$ 84.66	\$ 52,150.56
	On sheets 18-20 Sanitary depths have changed	SANITARY	8" PVC 14'-16'	114	LF	\$ 113.42	\$ 12,929.88
	On sheets 18-20 Sanitary depths have changed	SANITARY	8" PVC 16'-18'	-756	LF	\$ 156.06	\$ (117,981.36)
	On sheets 18-20 Sanitary depths have changed	SANITARY	8" PVC 18'-20'	-8	LF	\$ 195.14	\$ (1,561.12)
	On sheets 18-20 Sanitary pipe sizes	SANITARY	10" PVC 10'-12"	4	LF	\$ 92.04	\$ 368.16
	On sheets 18-20 Sanitary pipe sizes	SANITARY	10" PVC 12'-14'	22	LF	\$ 96.55	\$ 2,124.10
	On sheets 18-20 Sanitary pipe sizes	SANITARY	10" PVC 14'-16'	69	LF	\$ 125.31	\$ 8,646.39
	On sheets 18-20 Manhole depths have changed / Added a manhole	SANITARY	MH 12'-14'	4	EA	\$ 9,153.63	\$ 36,614.52
	On sheets 18-20 Manhole depths have changed / Added a manhole	SANITARY	MH 14'-16'	-3	EA	\$ 10,368.38	\$ (31,105.14)
	On sheets 18-20 Geokrete manhole depths have changed	SANITARY	GEOKRETE MH 18'-20'	-1	EA	\$ 18,801.03	\$ (18,801.03)
	On sheets 18-20 Geokrete manhole drop depths have changed	SANITARY	GEOKRETE MH DROP 14'-16'	2	EA	\$ 18,571.94	\$ 37,143.87
	On sheets 18-20 Manhole Drop depths have changed / gotten taken away	SANITARY	MH DROP 14'-16'	-1	EA	\$ 11,281.66	\$ (11,281.66)
	On sheets 18-20 Manhole Drop depths have changed / gotten taken away	SANITARY	MH DROP 16'-18'	-1	EA	\$ 12,875.40	\$ (12,875.40)
	On sheet 18, an 8" gate valve was added	FORCEMAIN	8" GATE VALVE	1	EA	\$ 1,997.42	\$ 1,997.42
	On sheet 18, the type F curb at the lift station is now drop curb.	PAVING	TYPE F CURB	-60	LF	\$ 16.58	\$ (994.80)
	On sheet 18, the type F curb at the lift station is now drop curb.	PAVING	DROP CURB (HAND FORMED)	60	LF	\$ 28.00	\$ 1,680.00
	On sheet 20, the reclaim main changed from 12" to 6"	RECLAIM	12" PVC	-20	LF	\$ 81.27	\$ (1,625.40)
	On sheet 20, the reclaim main changed from 12" to 6"	RECLAIM	6" PVC	20	LF	\$ 32.94	\$ 658.80
On sheet 20, the reclaim main changed from 12" to 6"	RECLAIM	12"X12" CROSS	-1	EA	\$ 2,113.81	\$ (2,113.81)	
On sheet 20, the reclaim main changed from 12" to 6"	RECLAIM	12"X6" CROSS	1	EA	\$ 1,465.54	\$ 1,465.54	
On sheet 20, the reclaim main changed from 12" to 6"	RECLAIM	12"X6" REDUCER	-1	EA	\$ 697.98	\$ (697.98)	
SHEET 24-25 MISC. SHEETS	On sheets 24 and 25, there were misc. changes to the signage and striping.	PAVING	SIGNAGE & STRIPING	1	LS	\$ 1,500.00	\$ 1,500.00
	Sidewalk width increased from 10' to 12'	PAVING	4" FIBER SIDEWALK	1845	SF	\$ 5.03	\$ 9,280.35
	Sidewalk width increased from 10' to 12'	PAVING	12' ADA Ramp	12	EA	\$ 2,044.59	\$ 24,535.08
	Sidewalk width increased from 10' to 12'	PAVING	10' ADA Ramp	-12	EA	\$ 1,850.84	\$ (22,210.08)
						TOTAL	\$ 34,224.63
						P & P BOND	\$ 171.12
						SUBTOTAL	\$ 34,395.75

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August 21, 2023

PTC Community Development District C/O CH II Management, LLC

**RE: PASCO TOWN CENTER PH 1 MASS GRADING AND PHASE 1A INFRASTRUCTURE
TRADEWAY BLVD EXT-COR 002**

Please find below the summary of changes within the plans for Tradeway Blvd Extension dated May 12, 2023. Please issue a change order so that these changes can be incorporated into the schedule.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
STORM SYSTEM				\$2,115,407.70
18" RCP	1,505	LF	\$98.41	\$148,107.05
24" RCP	55	LF	\$127.70	\$7,023.50
48" RCP	190	LF	\$325.09	\$61,767.10
54" RCP	525	LF	\$406.27	\$213,291.75
60" RCP	805	LF	\$501.88	\$404,013.40
66" RCP	1,415	LF	\$613.57	\$868,201.55
24" MES SGL	1	EA	\$2,320.42	\$2,320.42
60" MES-SGL	1	EA	\$20,305.45	\$20,305.45
66" MES-SGL	1	EA	\$23,646.82	\$23,646.82
TYPE P5 CURB INLET	4	EA	\$7,909.71	\$31,638.84
TYPE J5 CURB INLET	5	EA	\$14,408.30	\$72,041.50
TYPE P6 CURB INLET	9	EA	\$9,090.76	\$81,816.84
TYPE J6 CURB INLET	4	EA	\$18,390.07	\$73,560.28
TYPE P MANHOLE	1	EA	\$5,319.71	\$5,319.71
TYPE J MANHOLE	6	EA	\$13,061.79	\$78,370.74
CONNECT TO EXISTING POND	3	EA	\$7,994.25	\$23,982.75
SANITARY SEWER				\$868,549.46
8" PVC 10-12	35	LF	\$82.84	\$2,899.40
8" PVC 12-14	255	LF	\$87.50	\$22,312.50
8" PVC 14-16	1,225	LF	\$117.02	\$143,349.50
8" PVC 16-18	70	LF	\$161.28	\$11,289.60
4' MANHOLE 10-12	1	EA	\$8,795.12	\$8,795.12
4' MANHOLE 12-14 GEOKRETE	1	EA	\$16,964.68	\$16,964.68
4' MANHOLE 14-16 GEOKRETE	9	EA	\$18,079.00	\$162,711.00
8" PLUG W/MARKER	5	EA	\$155.11	\$775.55
LIFT STATION (COMPLETE)	1	LS	\$499,452.11	\$499,452.11
FORCE MAIN				\$132,483.91

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6" PVC FORCE MAIN	3,180	LF	\$34.37	\$109,296.60
6" GATE VALVE W/BOX	3	EA	\$1,532.36	\$4,597.08
6" 90 DEG BEND	2	EA	\$774.33	\$1,548.66
6" 45 DEG BEND	22	EA	\$730.55	\$16,072.10
6" MJ SLEEVE	1	EA	\$969.47	\$969.47
WATER MAIN				\$422,094.82
12" PVC WATER MAIN	3,260	LF	\$83.39	\$271,851.40
12" GATE VALVE W/BOX	15	EA	\$4,399.78	\$65,996.70
12" X 12" TEE	4	EA	\$1,526.43	\$6,105.72
12" 45 DEG BEND	8	EA	\$1,008.39	\$8,067.12
12" MJ SLEEVE	1	EA	\$978.49	\$978.49
12" X 2" CAP WBO	5	EA	\$1,135.08	\$5,675.40
FIRE HYDRANT	6	EA	\$8,183.88	\$49,103.28
SAMPLE POINTS	6	EA	\$924.06	\$5,544.36
TEMPORARY JUMPERS	1	EA	\$6,172.13	\$6,172.13
WATER SERVICE TO LIFT STATION	1	EA	\$2,600.22	\$2,600.22
REUSE MAIN				\$316,523.61
12" PVC REUSE WATER MAIN	3,080	LF	\$82.46	\$253,976.80
6" PVC REUSE WATER MAIN	340	LF	\$35.19	\$11,964.60
12" GATE VALVE W/BOX	3	EA	\$4,399.78	\$13,199.34
6" GATE VALVE W/BOX	8	EA	\$1,564.64	\$12,517.12
12" X 6" TEE	4	EA	\$1,200.45	\$4,801.80
12" 45 DEG BEND	8	EA	\$1,008.39	\$8,067.12
12" X 2" CAP WBO	1	EA	\$1,135.08	\$1,135.08
12" MJ SLEEVE	1	EA	\$1,187.03	\$1,187.03
6" 45 DEG BEND	12	EA	\$376.74	\$4,520.88
6" X 2" CAP WBO	4	EA	\$842.57	\$3,370.28
RECLAIM SERVICE TO LIFT STATION	1	EA	\$1,783.56	\$1,783.56
EARTHWORK/GEN COND				\$706,429.29
CONSTRUCTION ENTRANCE	1	EA	\$39,014.39	\$39,014.39
LAYOUT/ STAKING	1	LS	\$96,346.27	\$96,346.27
IMPORT FILL	16,665	CY	\$19.16	\$319,301.40
GRADING	1	LS	\$60,949.11	\$60,949.11
SOD EOP AND BOC (BAHIA)	1,375	SY	\$3.39	\$4,661.25
SEED & MULCH ROW	21,650	SY	\$0.26	\$5,629.00
HANDLE UNSUITABLES FROM PIPE TRENCHES	1	LS	\$145,233.87	\$145,233.87
PAYMENT AND PERFORMANCE BOND	1	LS	\$35,294.00	\$35,294.00
PAVING/CURB/SIDEWALK				\$1,349,945.27
1" TYPE SP-9.5 FINAL COURSE	20,325	SY	\$9.98	\$202,843.50
2" TYPE SP-12.5 SURFACE COURSE	20,325	SY	\$17.45	\$354,671.25
8" CRUSHED CONC BASE	20,325	SY	\$22.90	\$465,442.50
12" STABILIZED SUBGRADE	22,015	SY	\$7.33	\$161,369.95
TYPE F CURB	6,045	LF	\$17.57	\$106,210.65
DROP CURB	32	LF	\$28.77	\$920.64
CONNECT TO EXISTING ASPHALT	1	LS	\$1,309.98	\$1,309.98

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STRIPING & SIGNS	1	LS	\$57,176.80	\$57,176.80
TOTAL				\$5,911,434.06

If you should have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,

Phillips & Jordan, Inc.

Art Phelps

Art Phelps
Senior Vice President

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August 23, 2023

PTC Community Development District C/O CH II Management, LLC

**RE: PASCO TOWN CENTER PH 1 MASS GRADING AND PHASE 1A INFRASTRUCTURE
PHASE 1 MASS GRADING PLAN CHANGES DATED MAY 12 2023-COR 003-REV**

Please find below the summary of changes within the plans for Phase 1 Mass Grading dated May 12, 2023, versus the contract drawings. Please issue a change order so that these changes can be incorporated into the schedule.

See Attached PDF for Changes

If you should have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,

Phillips & Jordan, Inc.

Art Phelps

Art Phelps
Senior Vice President

Attachments: Plan Changes Summary

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PASCO TOWN CENTER
MASS GRADING

CHANGE ORDER # 003

PLANS DATED
2023.05.12 VS
2023.02.20

PLAN SHEETS	NARRATIVE	SCOPE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL	
SHEET 6	ON SHEET 6, STORM RUN 3A-1 TO M3A-1 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	48" RCP 6-8	-270	LF	\$ 303.88	\$ (82,047.60)	
	ON SHEET 6, STORM RUN 3A-1 TO M3A-1 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	42" RCP 10-12	234	LF	\$ 259.61	\$ 60,748.74	
	ON SHEET 6, STORM RUN 3A-1 TO M3A-1 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	48" MES	-1	EA	\$ 8,642.04	\$ (8,642.04)	
	ON SHEET 6, STORM RUN 3A-1 TO M3A-1 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	42" MES	1	EA	\$ 7,131.04	\$ 7,131.04	
	ON SHEET 6, STORM RUN 3A-2 TO M3A-2 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	48" RCP 6-8	-270	LF	\$ 303.88	\$ (82,047.60)	
	ON SHEET 6, STORM RUN 3A-2 TO M3A-2 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	42" RCP 10-12	234	LF	\$ 259.61	\$ 60,748.74	
	ON SHEET 6, STORM RUN 3A-2 TO M3A-2 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	48" MES	-1	EA	\$ 8,642.04	\$ (8,642.04)	
	ON SHEET 6, STORM RUN 3A-2 TO M3A-2 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	42" MES	1	EA	\$ 7,131.04	\$ 7,131.04	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	60" RCP 8-10	-219	LF	\$ 484.27	\$ (106,055.13)	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	54" RCP 12-14	219	LF	\$ 415.41	\$ 90,974.77	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	60" MES	-1	EA	\$ 19,647.31	\$ (19,647.31)	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	54" MES	1	EA	\$ 17,444.63	\$ 17,444.63	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	TYPE H CS 8-10	-1	EA	\$ 14,675.55	\$ (14,675.55)	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	TYPE H CS 12-14	1	EA	\$ 15,389.43	\$ 15,389.43	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	MH W/ J BOTTOM 8-10	-1	EA	\$ 9,589.80	\$ (9,589.80)	
	ON SHEET 6, STORM RUN 3-1 TO M3-1 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	MH W/ J BOTTOM 12-14	1	EA	\$ 11,011.21	\$ 11,011.21	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	60" RCP 8-10	-240	LF	\$ 484.27	\$ (116,224.80)	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	54" RCP 12-14	240	LF	\$ 415.41	\$ 99,692.40	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	60" MES	-1	EA	\$ 19,647.31	\$ (19,647.31)	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	54" MES	1	EA	\$ 17,444.63	\$ 17,444.63	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	TYPE H CS 8-10	-1	EA	\$ 14,675.55	\$ (14,675.55)	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	TYPE H CS 12-14	1	EA	\$ 15,389.43	\$ 15,389.43	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	MH W/ J BOTTOM 8-10	-1	EA	\$ 9,589.80	\$ (9,589.80)	
	ON SHEET 6, STORM RUN 3-2 TO M3-2 THE PIPE SIZE AND DEPTH HAVE CHANGED	STORM	MH W/ J BOTTOM 12-14	1	EA	\$ 11,011.21	\$ 11,011.21	
	ON SHEET 6, RIP RAP WAS ADDED TO WEIR WALL	STORM	RIP RAP (19 CY)	515	SF	\$ 15.52	\$ 7,992.80	
	SHEET 7	ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	TYPE D CS 0-6	-1	EA	\$ 14,675.55	\$ (14,675.55)
		ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	TYPE D CS 6-8	1	EA	\$ 15,667.89	\$ 15,667.89
		ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	36" RCP 0-6	-77	LF	\$ 215.37	\$ (16,583.48)
		ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	24" RCP 6-8	124	LF	\$ 124.19	\$ 15,399.56
		ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	36" MES	-1	EA	\$ 6,016.96	\$ (6,016.96)
		ON SHEET 7, STORM RUN WCA-30 TO M30 THE PIPE SIZE, LENGTH AND DEPTH HAVE CHANGED	STORM	24" MES	1	EA	\$ 2,866.35	\$ 2,866.35
		ON SHEET 7, STORM RUN CS-30 TO 31 WAS ADDED	STORM	TYPE C CS	1	EA	\$ 14,675.55	\$ 14,675.55
ON SHEET 7, STORM RUN CS-30 TO 31 WAS ADDED		STORM	18" MES	1	EA	\$ 1,726.06	\$ 1,726.06	
ON SHEET 7, STORM RUN CS-30 TO 31 WAS ADDED		STORM	18" RCP 0-6	56	LF	\$ 96.06	\$ 5,379.36	
GRADES HAVE CHANGED THROUGHOUT ALL GRADING SHEETS FOR BOTH THE MASS GRADING AND ROADWAY		EARTHWORK	IMPORT FILL	-286000	CY	\$ 19.16	\$ (5,475,760.00)	
GRADES HAVE CHANGED THROUGHOUT ALL GRADING SHEETS FOR BOTH THE MASS GRADING AND ROADWAY		EARTHWORK	EXCAVATION	13768	CY	\$ 3.65	\$ 50,253.20	
POND 30 WAS ADDED		EARTHWORK	GRADING (ADDED POND)	1	LS	\$ 6,406.25	\$ 6,406.25	
POND 30 WAS ADDED		EARTHWORK	SOD (ADDED POND)	2600	SY	\$ 3.28	\$ 8,528.00	
P & P BOND DEDUCT		GENERAL CONDITIONS	P & P BOND	-1	LS	\$ 22,855.00	\$ (22,855.00)	
							MASS GRADE CREDIT	\$ (5,488,337.27)

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July 17, 2023

Mr. Douglas South
PTC Community Development District
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

Doug,

Please find the breakdown for the addition of 60" RCP, as well as riprap and stone added to the new plans dated 06/19/2023 opposed to the previous up to date plans dated 05/12/2023.

Pasco Town Center - RIPRAP & STONE AND 60" RCP ADDITION				
DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	TOTAL
RIPRAP & STONE - SHEET No. 08	31	CY	\$420.67	\$13,040.77
60" RCP - SHEET No. 06	88	LF	\$484.27	\$42,615.76
SUBTOTAL				\$55,656.53
P&P BOND	1	LS	\$278.28	\$278.28
WARRANTY BOND	1	LS	\$18.78	\$18.78
TOTAL				\$55,953.60

Please issue Phillips and Jordan a change order for \$55,953.60.

If you have any questions or comments, please feel free to give me a call.

Sincerely,
PHILLIPS & JORDAN, INC.

Zach Garner
 Project Manager

PTC

COMMUNITY DEVELOPMENT DISTRICT

6C1

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 2**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

Mortensen Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide geotechnical engineering services for the PTC Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated June 6, 2023 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$_____. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$ 95,910.00, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

PTC Community Development District

Mortensen Engineering, Inc.

By: 

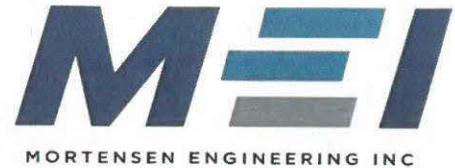
Authorized Representative

By: 

Authorized Representative

Date: 9/19/2023

Date: 9/19/23



TO: PTC CDD
283 Cranes Roost Boulevard, Suite 111
Altamonte Springs, Florida 32701
Mr. Sean Ells, P.E.

April 5, 2023

SUBJECT: Construction Materials Testing Services Proposal
Construction Materials Testing – Collector Roadways and Utilities
Pasco Town Center – Phase 1A
Pasco County, Florida

In accordance with your request, we are pleased to submit the following scope of services and estimated lump sum cost to provide the County required soils and construction materials testing services for the proposed collector roadways (*Attachment A*), for Phase 1A of Pasco Town Center. The testing services (and estimated quantities) outlined herein are based on the project plans (for Pasco Town Center – Phase 1A), prepared by Clearview Land Design, P.L. (CLD), latest revision dated 1/27/23. We understand that approximately 4,000 (+/-) lineal feet of 4-lane divided collector roadway will be constructed for Phase 1A at this time, along with the associated underground utilities.

Scope of Construction Materials Testing Services

We anticipate that the soils and construction materials testing services required by Pasco County and the project plans, for the subject collector roadways will include: density testing of the soil backfill associated with gravity sanitary sewers, storm sewers, waterlines, sanitary force main, manholes, and storm drain inlets; density testing of the roadway embankment fills and sidewalk subgrades; No. 200 sieve wash testing of the roadway embankment fills within 24 inches of the stabilized subgrade; density testing and LBR testing of the stabilized subgrade (back of curb to back of curb); density testing, LBR testing, gradation testing and thickness testing of the crushed concrete base course (assumed); limited observation, density testing and thickness testing of the asphaltic concrete structural and friction courses; and concrete testing for the curbs and sidewalks only. Our total lump sum cost to provide the above soils and construction materials testing services are included on **Attachment A**.

Limitations

The cost estimate herein is based on normal working hours between 7:00 am and 5:00 pm Monday – Friday. As requested, our proposal is based on minimum testing frequencies set forth by Pasco County, and the project plans and geotechnical reports. Our costs do include the County required geotechnical submittal package, which includes depicting infrastructure testing locations/results on the project plans. No other geotechnical testing/evaluation work is included herein. No on-site meeting time is included herein. No retaining wall testing is included herein. All storm structures/pipe are assumed to be pre-cast, no cast-in-place storm structure inspection or testing work is included herein. No retesting costs are included herein. The site contractor's project phasing/scheduling, as well as means and methods, can significantly impact the estimated costs herein. Any additional services necessary beyond the scope estimated herein for contractor related issues/repairs or retests, or to address agency issues will be billed at the unit rates included herein. This proposal and costs herein are valid for a period of up to 90 days.

6408 West Linebaugh Avenue, Suite 111
Tampa, Florida 33625 (813) 908-5555
mei@meitampa.com www.meitampa.com

Geotechnical · Construction Materials Testing · Structural Inspections

Closing

We appreciate this opportunity to submit this proposal, and we look forward to working with you on this project. If this proposal and attached Standard General Conditions are acceptable, please sign below. If you have any questions concerning the contents of this proposal, please do not hesitate to contact us.

Sincerely,
MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.
Vice President
Mainfile/Proposals/10455.1.pro
Attachment A
Standard General Conditions

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
PASCO TOWN CENTER - PHASE 1A
COLLECTOR ROADWAYS AND UTILITIES
COUNTY REQUIRED CONSTRUCTION MATERIALS TESTING SERVICES
ESTIMATED SCOPE OF WORK AND LUMP SUM COST
(from CLD plans last revised 1/27/23)

Work Item and Description	Quantity	Unit Rate	Total Cost
<u>PIPE AND STRUCTURE BACKFILL TESTING</u>			
Density Tests - Water Pipe	63	\$23.00 /test	\$1,449.00
Density Tests - Sanitary Force Main Pipe	27	23.00 /test	621.00
Density Tests - Storm Sewer Pipe	332	23.00 /test	7,636.00
Density Tests - Storm Sewer Structures	314	23.00 /test	7,222.00
Density Tests - Sanitary Sewer Pipe	244	23.00 /test	5,612.00
Density Tests - Sanitary Sewer Structures	255	23.00 /test	5,865.00
Modified Proctor Tests	5	75.00 /test	375.00
<u>ROADWAY EMBANKMENT TESTING</u>			
Senior Field Technician (limited subgrade preparation observations) (Days)	8	600.00 /day	4,800.00
Density Tests - Roadway Embankment and Sidewalk Subgrade	58	23.00 /test	1,334.00
Sieve Analysis Tests (Minus No. 200 Sieve Wash)	32	65.00 /test	2,080.00
<u>STABILIZED SUBGRADE TESTING (Back of Curb to Back of Curb)</u>			
LBR Tests (LBR = 40)	16	250.00 /test	4,000.00
LL/PL Tests (per stabilization material type)	2	120.00 /test	240.00
Density Tests	84	23.00 /test	1,932.00
<u>CRUSHED CONCRETE BASE TESTING</u>			
LBR Tests (LBR = 150)	16	250.00 /test	4,000.00
Gradation Tests	16	65.00 /test	1,040.00
Density Tests	28	23.00 /test	644.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Base Cores (For Thickness)	28	60.00 /core	1,680.00
<u>ASPHALTIC CONCRETE TESTING (See Note)</u>			
Senior Field Technician (limited observation, testing and sampling) (Days)	12	700.00 /day	8,400.00
Extraction/Gradation Tests (1 per day)	12	250.00 /test	3,000.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Asphalt Cores (For Thickness)	56	60.00 /core	3,360.00
Bulk Specific Gravity of Asphalt Cores (For Density)	56	30.00 /test	1,680.00
<u>CONCRETE TESTING (CURBS AND SIDEWALKS ONLY)</u>			
Cylinders/Strength Tests (Sets of 4 Cylinders)	44	85.00 /set	3,740.00
Senior Field Technician (field testing and sampling) (Hours)	44	75.00 /hour	3,300.00
<u>PROFESSIONAL SERVICES</u>			
Project Manager (Hours)	155	100.00 /hour	15,500.00
Senior Project Engineer, PE (Hours)	40	140.00 /hour	5,600.00
ESTIMATED TOTAL LUMP SUM COST:			\$95,910.00

Note: Assume one lift of Type SP and one lift of Type FC asphalt at this time. Mix designs and daily asphalt plan QA/QC testing to be provided by contractor; assume 4 days of asphalt placement for 8,000 l.f. of 2-lane roadway.

STANDARD GENERAL CONDITIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 90 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or

on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation (\$500,000), automobile (\$500,000), general liability (\$1,000,000), umbrella (\$5,000,000) and professional liability (\$1,000,000) insurance limits per claim. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for an additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant. THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation and testing, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

PTC

COMMUNITY DEVELOPMENT DISTRICT

6C11

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 3**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

Mortensen Engineering, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide geotechnical engineering services for the PTC Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated June 6, 2023 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$_____. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$117,400.00, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

PTC Community Development District

Mortensen Engineering, Inc.

By: 

Authorized Representative

By: 

Authorized Representative

Date: 9/19/2023

Date: 9/19/23



TO: PTC CDD
283 Cranes Roost Boulevard, Suite 111
Altamonte Springs, Florida 32701
Mr. Sean Ells, P.E.

April 5, 2023

SUBJECT: Construction Materials Testing Services Proposal
Construction Materials Testing – Mass Graded Fill Areas
Pasco Town Center – Phase 1 Mass Grading
Pasco County, Florida

In accordance with your request, we are pleased to submit the following scope of services and estimated lump sum cost to provide the limited mass graded area fill soil testing (*Attachment A*), for Phase 1 of Pasco Town Center. The testing services (and estimated quantities) outlined herein are based on the project plans (for Pasco Town Center Phase 1 Mass Grading Modification) prepared by Clearview Land Design, P.L. (CLD), latest revision dated 2/20/23. We understand that the subject mass graded fill areas will be prepared and mass graded with 1 to 8 feet of fill material, along with the associated storm sewer pipe installations, per the project plans.

Scope of Construction Materials Testing Services

For the mass graded fill areas, we plan on performing limited field testing, which will include density testing of the backfill soils associated with the storm sewer pipe and structures, as well as a series of in-place soil density tests on all the fill materials placed over the mass graded areas, after being requested by the contractor. Density testing will be performed on the subgrade to 1-foot deep, and on each 1-foot lift of fill material on a grid pattern to be provided by MEI (approximately 300ft by 300ft grid over the subject areas). Periodic laboratory soil classification testing, including fines content, liquid and plastic limit testing, and organic content, will also be performed for the fill soils. Upon the completion of our field testing work, we will provide a mass graded fill area summary report and results for each area. Our total lump sum cost for the field testing and reporting work for the subject mass graded fill areas for Pasco Town Center – Phase 1 is included on **Attachment A**.

Limitations

The cost estimate herein is based on normal working hours between 7:00 am and 5:00 pm Monday – Friday. No other building pad or mass graded fill area geotechnical testing is included herein. No on-site meeting time is included herein. No retesting costs are included herein. No retaining wall testing is included herein. All storm structures/pipe are assumed to be pre-cast, no cast-in-place storm structure inspection or testing work is included herein. The site contractor’s project phasing/scheduling, as well as means and methods, can significantly impact the estimated costs herein. Any additional services necessary beyond the scope estimated herein for contractor related issues/repairs or retests, or to address agency issues will be billed at the unit rates included herein. This proposal and costs herein are valid for a period of up to 90 days.

6408 West Linebaugh Avenue, Suite 111
Tampa, Florida 33625 (813) 908-5555
mei@meitampa.com www.meitampa.com

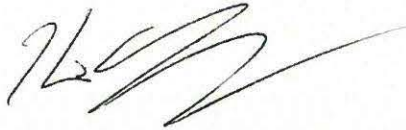
Geotechnical · Construction Materials Testing · Structural Inspections

Closing

We appreciate this opportunity to submit this proposal, and we look forward to working with you on this project. If this proposal and attached Standard General Conditions are acceptable, please sign below. If you have any questions concerning the contents of this proposal, please do not hesitate to contact us.

Sincerely,

MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.

Vice President

Mainfile/Proposals/10455.2.pro

Attachment A

Standard General Conditions

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
PASCO TOWN CENTER - PHASE 1 MASS GRADING
MASS GRADED FILL AREA TESTING
ESTIMATED SCOPE OF WORK AND LUMP SUM COST

Work Item and Description	Quantity	Unit Rate	Total Cost
<u>FIELD WORK</u>			
Density Tests - Storm Sewer Pipe and Structures	98	\$23.00 /test	\$2,254.00
Density Tests - Mass Graded Fill Areas (subgrade, each 1-foot lift, 300ft x 300ft grid, 153 locations)	702	23.00 /test	16,146.00
Senior Field Technician (subgrade preparation/demucking observations) (Days)*	90	600.00 /day	54,000.00
<u>LABORATORY TESTING</u>			
Modified Proctor Tests	20	75.00 /test	1,500.00
Organic Content Tests	60	65.00 /test	3,900.00
No. 200 Sieve Wash Tests	60	65.00 /test	3,900.00
LL/PL Tests	35	120.00 /test	4,200.00
<u>PROFESSIONAL SERVICES</u>			
Senior Project Engineer, P.E. (Hours)	65	140.00 /hour	9,100.00
Project Manager (Hours)	200	100.00 /hour	20,000.00
Drafting and Secretarial Services (Hours)	32	75.00 /hour	2,400.00
ESTIMATED TOTAL LUMP SUM COST:			\$117,400.00

*No full-time monitoring of material removal and/or fill placement is included; no quantifying of material is included
Estimate 10455.2

STANDARD GENERAL CONDITIONS

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(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

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(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 90 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

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(8) **Insurance.** The Consultant carries Workers' Compensation (\$500,000), automobile (\$500,000), general liability (\$1,000,000), umbrella (\$5,000,000) and professional liability (\$1,000,000) insurance limits per claim. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for an additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant. **THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation and testing, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

PTC

COMMUNITY DEVELOPMENT DISTRICT

6D

**PTC COMMUNITY
DEVELOPMENT DISTRICT**

PHASE 1 PROJECT

**Work Product
Series 2023 Bonds
October 25, 2023**

**AFFIDAVIT REGARDING COSTS PAID
PHASE 1 PROJECT IMPROVEMENTS AND WORK PRODUCT
SERIES 2023 BONDS**

STATE OF INDIANA
COUNTY OF VANDERBURGH

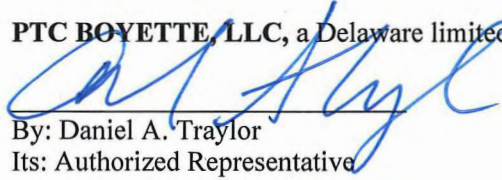
I, Daniel Traylor, of PTC Boyette, LLC (“**Landowner**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Daniel Traylor and I am an Authorized Signatory and Representative of the Landowner. I have authority to make this affidavit on behalf of the Landowner.
3. Landowner is the primary owner of certain lands within the PTC Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated March 24, 2023, as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Landowner has engaged one or more professionals to perform services in conjunction with the construction of improvements set forth in the Engineer’s Report and has expended funds to develop certain work product, permits and related documents and environmental opinions as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Landowner has spent on such work product. Notwithstanding anything to the contrary herein, Landowner agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation are complete and on file with the Landowner, and are capable of being produced upon request.
6. Landowner has obtained releases from all professionals relative to all work product produced and listed on Exhibit A, such that said work product can be used by, transferred to and relied upon by the District the purposes for which it was intended.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for the purpose of accepting an acquisition of the work product described in **Exhibit A**.

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 25th day of October 2023.

PTC BOYETTE, LLC, a Delaware limited liability company

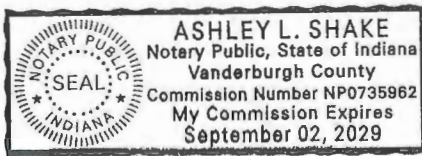

By: Daniel A. Traylor
Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25th day of October 2023, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)


Notary Public Signature



Ashley L. Shake
(Name typed, printed or stamped)
Notary Public, State of Indiana
Commission No. 735962
My Commission Expires: 09/02/2029

EXHIBIT A: Description of Work Product

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23021	Project layout	\$ 1,520.00	Merritt
23083	Legal descriptions	\$ 1,430.00	Merritt
	<i>Survey subtotal</i>	<i>\$ 56,775.00</i>	
Planning and Engineering			
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45757	Grading plan	\$ 1,223.75	Heidt
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	<i>Planning and Engineering subtotal</i>	<i>\$ 154,241.38</i>	

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	Developers Agreement Drafting and approval services	\$ 187,275.00	Tew (August 2021 through April 2022)
	JDA with Abbey	\$ 999.50	JohnsonPope
	<i>Legal and Planning subtotal</i>	<i>\$ 188,274.50</i>	
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	Pasco County BCC	\$ 22,736.00	DA Review Fees (Jan 2021 to Feb 2021)
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45100	Heidt - reimbursement for Pasco County Mass Grading submittal	\$ 6,456.00	
	<i>Fees Subtotal</i>	<i>\$ 38,367.00</i>	
	Total	\$ 437,657.88	

**LANDOWNER ACKNOWLEDGMENT OF ACQUISITION-OF WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
COMPLETION OF SAME**

THIS LANDOWNER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 25th day of October 2023, by Daniel Traylor of **PTC BOYETTE, LLC**, with offices located at 3879 Maple Avenue, Suite 300, Dallas, Texas 74219 (“Landowner”), in favor of the **PTC COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in Pasco County, Florida, with offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Landowner has contracted for the development of certain plans, designs, permits and other work product (the “Work Product”) as more generally described in the attached **Exhibit A**.

SECTION 2. CONTRACT RIGHTS. Landowner hereby expressly acknowledges the District’s right to enforce the terms of all agreements under which Work Product was completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Landowner agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from professionals who completed work necessary to produce the Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Landowner agrees to provide such additional warranties or assurances as the District may require.

SECTION 3. CERTIFICATE OF PAYMENT. Landowner hereby acknowledges that it has fully compensated all professionals or others performing work related to completion of the Work Product. Landowner further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product.

SECTION 4. PUBLIC RECORDS. Landowner acknowledges that all documents connected with the Work Product and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to complete the Work Product.

SECTION 5. EFFECTIVE DATE. This Landowner Acquisition and Warranty Acknowledgement shall take effect upon execution.

[Signature Page Follows]

ATTEST

PTC BOYETTE, LLC, a Delaware limited liability company

Annette M Williams

Annette M. Williams
[print name]

Daniel A Traylor

By: Daniel A. Traylor
Its: Authorized Representative

Ashley L Shake

Ashley L. Shake
[print name]

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25th day of October 2023, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC who is personally known to me or who has produced as identification, and did or did not take the oath.

Ashley L Shake

Notary Public, State of Indiana
Print Name: Ashley L. Shake
Commission No.: 735962
My Commission Expires: 09/02/2029

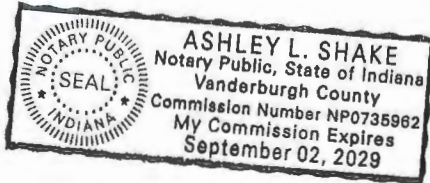


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	<i>Fees Subtotal</i>	\$ 38,367.00	
	Total	\$ 437,657.88	

**LANDOWNER BILL OF SALE
OF PHASE 1 PROJECT WORK PRODUCT**

This *Landowner Bill of Sale of Phase 1 Project Work Product* evidencing the conveyance of certain Work Product described herein is made to be effective the 25th day of October 2023, by **PTC Boyette, LLC** (“**Grantor**”), a Delaware limited liability company, whose address 3879 Maple Avenue, Suite 300, Dallas, Texas 74219, and to the **PTC Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership related to the improvements that make up the Phase 1 Project, as specified in that certain Master Engineer’s Report as adopted by the District and amended from time to time (together, “**Work Product**”).
2. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

- a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the

Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product; (ii) the Work Product is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product; and (iv) the Grantor will warrant and defend the sale of the Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Landowner shall provide any warranties required by Pasco County, Florida ("**County**"), but only to the extent that the Landowner is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

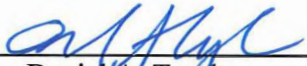
f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the PTC Community Development District and PTC Boyette LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds.

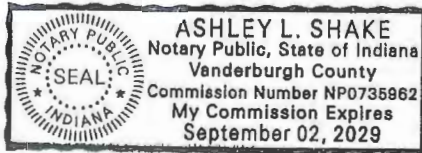
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 25th day of October 2023.

PTC BOYETTE, LLC


By: Daniel A. Traylor
Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of October 2023, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, a Delaware limited liability company, on behalf of the company, (*check one*) who is personally known to me or who has produced a _____ as identification.



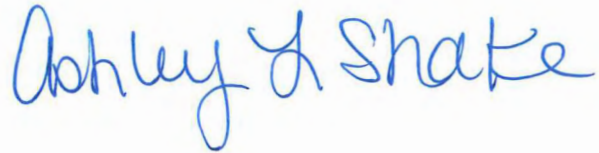


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	Total	\$ 437,657.88	

**DISTRICT ENGINEER'S CERTIFICATE OF
WORK PRODUCT ACQUISITION – PHASE 1 PROJECT
SERIES 2023 BONDS**

October 25, 2023

Board of Supervisors
PTC Community Development District

Re: PTC Community Development District (Pasco County, Florida)
Phase 1 Project Acquisition of Work Product – Series 2023 Bonds

Ladies and Gentlemen:

The undersigned, a representative of Clearview Land Design, P.L. (“**Clearview**” or “**District Engineer**”), as District Engineer for the PTC Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acquisition from PTC Boyette, LLC (“**Landowner**”) of certain work product (“**Work Product**”), all as more fully described in **Exhibit A** attached hereto, and in that certain *Landowner Bill of Sale & Assignment of Work Product – Series 2023 Bonds* (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Work Product is within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated April 24, 2023, as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023, among other applicable reports related to the future bond series (together, the “**Engineer’s Report**”), and specially benefit property within the District.
3. Clearview further hereby acknowledges that the District is acquiring or has acquired the Work Product developed by Clearview and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.
4. The total costs associated with the Work Product are **\$437,657.88** as set forth in the Bill of Sale. Such costs are equal to or less than what the Landowner actually paid to create and/or acquire such Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

FURTHER AFFIANT SAYETH NOT.

10/25/2023
Jordan Schrader, P.E.
Clearview Land Design, P.L.
Florida Registration No. 74798
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25 day of October, 2023, by Jordan Schrader, P.E. of Clearview Land Design, P.L. who is personally known to me or who has produced as identification, and did or did not take the oath.



Mary Robin Thiele
Notary Public, State of Florida
Print Name: Mary Robin Thiele
Commission No.: HH 261676
My Commission Expires: 9/1/2026

EXHIBIT A: Description of Work Product

PTC CDD consultant costs based on cost report dated 2023-04			
2021064214	Additional Topo	\$ 7,000.00	Allen
2021064215	Tree survey	\$ 13,000.00	Allen
2021064216	soil borings	\$ 1,650.00	Allen
2021067601	Additional Topo and boring stakes	\$ 20,000.00	Allen
22381	Project layout	\$ 8,110.00	Merritt
22413	Project layout	\$ 1,625.00	Merritt
22451	Project layout	\$ 2,440.00	Merritt
23021	Project layout	\$ 1,520.00	Merritt
23083	Legal descriptions	\$ 1,430.00	Merritt
	<i>Survey subtotal</i>	<i>\$ 56,775.00</i>	
Planning and Engineering			
42756	Concept Planning	\$ 1,030.04	Heidt
45757	Grading plan	\$ 1,223.75	Heidt
42954	Concept planning	\$ 950.00	Heidt
42955	Grading plan	\$ 800.00	Heidt
43342	Concept Planning	\$ 1,955.20	Heidt
43343	Grading plan	\$ 800.00	Heidt
43513	Concept Planning	\$ 1,900.00	Heidt
43514	Grading plan	\$ 1,600.00	Heidt
44270	Concept Planning	\$ 950.00	Heidt
44720	Mass Grading Plan	\$ 34,125.00	Heidt
44737	Mass Grading Plan	\$ 14,625.00	Heidt
44721	Ecological Services	\$ 500.00	Heidt
45114	Mass Grading Plan	\$ 14,625.00	Heidt
45115	Mass Grading Plan	\$ 4,140.00	Heidt
45117	Overall Site Master Planning	\$ 15,000.00	Heidt
45637	Mass Grading Plan	\$ 14,625.00	Heidt
45638	Mass Grading Plan	\$ 6,361.80	Heidt
45804	Mass Grading Plan	\$ 4,875.00	Heidt
45805	Mass Grading Plan	\$ 1,035.00	Heidt
45089	Mass Grading Plan	\$ 2,070.00	Heidt
46528	Mass Grading Plan	\$ 9,750.00	Heidt
46529	Mass Grading Plan	\$ 4,165.59	Heidt
46862	Mass Grading Plan	\$ 2,925.00	Heidt
46863	Mass Grading Plan	\$ 1,035.00	Heidt
46865	Redesign Mass Grading Plan	\$ 3,100.00	Heidt
46531	Redesign Mass Grading Plan	\$ 10,075.00	Heidt
	<i>Planning and Engineering subtotal</i>	<i>\$ 154,241.38</i>	

Legal			
	Developers Agreement Drafting and approval services	\$ 187,275.00	Tew (August 2021 through April 2022)
	JDA with Abbey	\$ 999.50	JohnsonPope
	<i>Legal and Planning subtotal</i>	<i>\$ 188,274.50</i>	
Fees			
	Pasco County BCC	\$ 22,736.00	DA Review Fees (Jan 2021 to Feb 2021)
	Pasco County BCC	\$ 9,175.00	PDP and Phase 1 submittal review
45100	Heidt - reimbursement for Pasco County Mass Grading submittal	\$ 6,456.00	
	<i>Fees Subtotal</i>	<i>\$ 38,367.00</i>	
	Total	\$ 437,657.88	

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

PTC COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

The undersigned, a Responsible Officer of the PTC Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: 4
- (2) Name of Payee pursuant to Acquisition Agreement: PTC Boyette, LLC
- (3) Amount Payable: **\$437,657.88**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Soft costs related to the Series 2023 Project
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: acquisition and construction account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or


 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

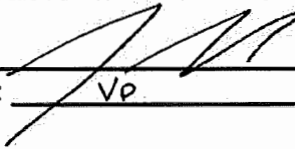
**PTC COMMUNITY DEVELOPMENT
DISTRICT**

By:  _____
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

CLEARVIEW LAND DESIGN, P.L.

 10/25/2023
Title: VP

PTC

COMMUNITY DEVELOPMENT DISTRICT

7

November 6, 2023

Subject: **Work Authorization Number 2,
PTC Community Development District, Pasco County, Florida**

Dear Chairperson, Board of Supervisors:

Clearview Land Design, P.L. is pleased to submit this work authorization to provide construction inspection and certification services for PTC Community Development District (the “District”) for Pasco Town Center – Tradeway Boulevard 1st Extension. We will provide these services pursuant to our current agreement dated October 28, 2022 (“Engineering Agreement”), including the terms and conditions of that Engineering Agreement and as follows:

I. Scope of Work

The District will engage the services of Clearview Land Design, P.L. to perform a construction inspection and certification for Pasco Town Center – Tradeway Boulevard 1st Extension as described in **Exhibit A**.

II. Fees

The District will compensate Clearview Land Design, P.L. in accordance with the terms of the Engineering Agreement and **Exhibit A**, in a total amount not to exceed One Hundred One Thousand Dollars (\$101,000). The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Clearview Land Design, P.L. regarding the referenced work authorization. If you wish to accept this work authorization, please sign where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Clearview Land Design, P.L.; we look forward to helping you create a quality project.

Sincerely,

Authorized Representative of Clearview Land Design, P.L.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
PTC Community Development District

Date: _____

Exhibit A: Inspection and Certification Proposal

Exhibit A



November 6, 2023

PTC Community Development District
Board of Supervisors
c/o CH II Management, LLC
30435 Commerce Drive
San Antonio, FL 33576
Via E-Mail: dsouth@columnarinvestments.com

**RE: Pasco Town Center – Tradeway Boulevard 1st Extension
Inspection & Certification Proposal
One (1) Inspection & Certification**

Submitted herein is a proposal to perform engineering services on the above referenced project. Our work shall be in accordance with applicable governmental regulations including, but not limited to, the Pasco County Land Development Code, the Florida Department of Environmental Protection (FDEP) and the Southwest Florida Water Management District (SWFWMD). Included in the scope below, is attendance at all necessary meetings with the Client and Governmental Agencies, Team Members, etc. It is assumed that the project will be engineered and permitted in one set of construction plans.

Our services under this proposal will be as follows:

PROJECT DESCRIPTION:

Construction Inspection & Certification Phase Services for Tradeway Boulevard 1st Extension.

PROJECT ASSUMPTIONS:

1. This proposal is based on the current Tradeway Boulevard 1st Extension schedule and contract with Phillips & Jordan, Inc.
2. This proposal covers the minimum Pasco County and other governmental agency requirements with limited field observations. This proposal does not include full time Construction Engineering and Inspection (CEI) services.
3. This proposal is based on one (1) inspection & certification phase.

SCOPE OF SERVICES:

A. CONSTRUCTION INSPECTION & CERTIFICATIONS:

1. **Inspection Phase Services:**

- a. Current minimum Pasco County and other governmental construction observation and certifications of site work during construction. No full time inspection shall be provided on the project; however, the site inspector will visit the site routinely when construction activities are taking place. Further, he will be on call for meetings as requested by the Owner and/or Contractor.
- b. Participate in a pre-construction meeting.
- c. Review and process Contractor's shop drawings and requests for information (RFI's).
- d. Review geotechnical test reports for compliance with Pasco County specifications.
- e. Review and process Contractor's monthly pay applications.

2. **Certification Phase Services:**

- a. Review as-built information provided by the surveyor.
- b. **As-Built Survey & Record Drawings to be provided by GeoPoint Surveying, Inc.**

This contract does not include additional drafting time to prepare Clearview Record Drawings from as-built information provided by surveyors other than GeoPoint. Clearview can prepare Record Drawings using as-built information from any surveyor selected by the Owner. However, additional Clearview drafting time may be required.

- c. Agency Inspections (Streets & Drainage):
 - i. Inspect subgrade and base with County, Contractor and Testing Laboratory.
 - ii. One final inspection with County, Contractor and Owner. One re-inspection to ensure completion of final punch list. Any re-inspection to ensure completion of a final punch list item shall be extra to this contract.
- d. Agency Inspections (Water, Wastewater & Reclaimed):
 - i. Observe water main pressure test with Contractor and County.
 - ii. Observe infiltration/exfiltration test of gravity sewer with Contractor & County.
 - iii. Lamp gravity sewer with Contractor and County.
 - iv. One final inspection with Contractor, County and Owner. One re-inspection to ensure completion of final punch list. Any re-inspection of a punch list item shall be extra to this contract.
- e. Prepare and process Record Drawings and Final Certifications:
 - i. Pasco County Engineering Inspections (Streets & Drainage).
 - ii. Pasco County Utilities (FDEP Clearance).
 - iii. SWFWMD (Transfer to O&M).

B. PERFORMANCE GUARANTEE RELEASE COORDINATION:

1. After life-safety and CO release, coordination to resolve construction items adequate to allow release of Performance Guarantee and acceptance of Maintenance Guarantee.

C. ENGINEERING SUPERVISION (AS NEEDED):

1. Engineering supervision during construction as needed.
2. Final Project closeout and coordination as needed.

D. UTILITY MAINTENANCE BOND RELEASE COORDINATION:

1. Coordinate release of the Utility Maintenance Guarantee. Lump Sum pricing assumes Client will select a qualified, capable and respected contractor to complete warranty punch list items.

E. STREETS & DRAINAGE MAINTENANCE BOND RELEASE COORDINATION:

1. Coordinate release of the Streets & Drainage Maintenance Guarantee. Lump Sum pricing assumes Client will select a qualified, capable and respected contractor to complete warranty punch list items.

F. PRINTS & REIMBURSABLES:

1. Under separate contract

G. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

1. Any work not specifically included in this contract shall be presumed extra to this contract.
2. Deeding and/or Easement Agreement Services (under separate contract)
3. Landscape/Hardscape Inspections (under separate contract)
4. License & maintenance Agreement under future contract)
5. Pasco County Maintenance & License (M&L) Agreements.

FEE SUMMARY:

Description	Job No.	Billing Type	Amount
Tradeway Boulevard 1 st Extension Inspections	CDD-PC-009	Lump Sum	\$45,000.00
Tradeway Boulevard 1 st Extension Certifications	CDD-PC-010	Lump Sum	\$25,000.00
Tradeway Boulevard 1 st Extension Engineering Supervision	CDD-PC-011	*Hourly NTE	\$15,000.00
Performance Bond Release Coordination	CDD-PC-012	Lump Sum	\$2,500.00
Utility Maintenance Bond Release Coordination	CDD-PC-013	Lump Sum	\$3,500.00
Streets & Drainage Maintenance Bond Release Coordination	CDD-PC-014	Lump Sum	\$10,000.00

*Hourly Not to Exceed (NTE) Shall Not Exceed Listed Amount without Client Coordination & Approval

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

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

Sincerely,
 CLEARVIEW LAND DESIGN, P.L.



Jordan A. Schrader, P.E.
 Principal

Accepted By:
 PTC COMMUNITY DEVELOPMENT DISTRICT

By: _____

Date: _____

cc: File

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PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund Series 2023A	Debt Service Fund Series 2023B	Capital Projects Fund Series 2023A	Capital Projects Fund Series 2023B	Total Governmental Funds
ASSETS						
Cash	\$ 5,760	\$ -	\$ -	\$ -	\$ -	\$ 5,760
Investments						
Reserve	-	2,452,187	3,953,125	-	-	6,405,312
Capitalized interest	-	4,376,723	6,275,482	-	-	10,652,205
Construction	-	-	-	22,336,606	29,381,517	51,718,123
Cost of issuance	-	107,840	160,810	-	-	268,650
Retainage	-	-	-	2,410,043	3,569,856	5,979,899
Undeposited funds	5,767	-	-	-	-	5,767
Prepaid expense	5,200	-	-	-	-	5,200
Total assets	<u>\$ 16,727</u>	<u>\$6,936,750</u>	<u>\$10,389,417</u>	<u>\$24,746,649</u>	<u>\$32,951,373</u>	<u>\$75,040,916</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 7,866	\$ -	\$ -	\$ -	\$ -	\$ 7,866
Contracts payable	-	-	-	8,565,910	-	8,565,910
Retainage payable	-	-	-	143,201	-	143,201
Due to Landowner	747	-	-	-	-	747
Accrued taxes payable	673	-	-	-	-	673
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>15,286</u>	<u>-</u>	<u>-</u>	<u>8,709,111</u>	<u>-</u>	<u>8,724,397</u>
Fund balances:						
Restricted for:						
Debt service	-	6,936,750	10,389,417	-	-	17,326,167
Capital projects	-	-	-	16,037,538	32,951,373	48,988,911
Unassigned	1,441	-	-	-	-	1,441
Total fund balances	<u>1,441</u>	<u>6,936,750</u>	<u>10,389,417</u>	<u>16,037,538</u>	<u>32,951,373</u>	<u>66,316,519</u>
Total liabilities and fund balances	<u>\$ 16,727</u>	<u>\$6,936,750</u>	<u>\$10,389,417</u>	<u>\$24,746,649</u>	<u>\$32,951,373</u>	<u>\$75,040,916</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 26,751	\$ 94,593	\$ 110,599	86%
Total revenues	<u>26,751</u>	<u>94,593</u>	<u>110,599</u>	86%
EXPENDITURES				
Professional & administrative				
Supervisors	-	6,674	6,459	103%
Management/admin/recording	4,000	48,000	48,000	100%
Legal	3,244	22,861	25,000	91%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	-	-	1,000	0%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	-	-	5,500	0%
Telephone	16	200	200	100%
Postage	92	443	500	89%
Printing & binding	42	500	500	100%
Legal advertising	359	3,290	1,700	194%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Meeting room rental	472	988	1,650	60%
Contingencies/bank charges	-	349	500	70%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,225</u>	<u>90,160</u>	<u>110,599</u>	82%
Other fees & charges				
Property appraiser/tax collector	-	1,450	-	N/A
Total expenditures	<u>8,225</u>	<u>91,610</u>	<u>110,599</u>	83%
Excess/(deficiency) of revenues over/(under) expenditures	18,526	2,983	-	
Fund balances - beginning	(17,085)	(1,542)	-	
Fund balances - ending	<u>\$ 1,441</u>	<u>\$ 1,441</u>	<u>\$ -</u>	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance		13,816
Total debt service	-	13,816
 Excess/(deficiency) of revenues over/(under) expenditures	-	(13,816)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	7,583,350
Underwriter's discount	-	(646,600)
Transfer in	-	26,106
Total other financing sources	-	6,962,856
 Net change in fund balances	-	6,949,040
Fund balances - beginning	6,936,750	(12,290)
Fund balances - ending	\$ 6,936,750	\$ 6,936,750

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023B
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance	-	-
Total debt service	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	-	-
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	15,258,627
Original issue discount	-	(3,905,010)
Underwriter's discount	-	(964,200)
Total other financing sources	-	10,389,417
 Net change in fund balances	-	10,389,417
Fund balances - beginning	10,389,417	-
Fund balances - ending	\$ 10,389,417	\$ 10,389,417

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Construction costs - Developer	<u>988,441</u>	<u>8,683,006</u>
Total expenditures	<u>988,441</u>	<u>8,683,006</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (988,441)	 (8,683,006)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	24,746,650
Transfer out	-	(26,106)
Total other financing sources/(uses)	<u>-</u>	<u>24,720,544</u>
 Net change in fund balances	 (988,441)	 16,037,538
Fund balances - beginning	<u>17,025,979</u>	<u>-</u>
Fund balances - ending	<u>\$ 16,037,538</u>	<u>\$ 16,037,538</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023B
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Construction costs - Developer	-	-
Total expenditures	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	-	-
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	32,951,373
Total other financing sources/(uses)	-	32,951,373
 Net change in fund balances	-	32,951,373
Fund balances - beginning	32,951,373	-
Fund balances - ending	\$ 32,951,373	\$ 32,951,373

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 Public Hearing and Regular Meeting on August 25, 2023 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:

Jeff Porter	Vice Chair
Jacob Essman	Assistant Secretary
Cliff Fischer	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Lauren Gentry	District Counsel
Jordan Schrader (via telephone)	District Engineer
Doug South	CH II Management, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:00 a.m. Supervisors Porter, Essman and Fischer were present. Supervisors Wolf and Tankel were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

On MOTION by Mr. Fischer and seconded by Mr. Essman, with all in favor, the Public Hearing was opened.

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2023-14, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023 and Ending

41 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
42 **Date**

43 Ms. Suit presented Resolution 2023-14. She reviewed the proposed Fiscal Year 2024
44 budget, which is a Landowner-funded budget, with expenses funded as they are incurred.

45 No members of the public spoke.

46

47 **On MOTION by Mr. Porter and seconded by Mr. Essman, with all in favor, the**
48 **Public Hearing was closed.**

49

50 **On MOTION by Mr. Fischer and seconded by Mr. Essman, with all in favor,**
51 **Resolution 2023-14, Relating to the Annual Appropriations and Adopting the**
52 **Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30,**
53 **2024; Authorizing Budget Amendments; and Providing an Effective Date, was**
54 **adopted.**

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57 **FOURTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2023/2024**
58 **Funding Agreement**

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60 Ms. Suit presented the Fiscal Year 2023/2024 Funding Agreement.

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62 **On MOTION by Mr. Porter and seconded by Mr. Essman, with all in favor, the**
63 **Fiscal Year 2023/2024 Funding Agreement, was approved.**

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66 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-15,**
67 **Ratifying, Confirming, and Approving the**
68 **Actions of the Chairperson, Vice**
69 **Chairperson, Secretary, Assistant**
70 **Secretaries, and All District Staff Regarding**
71 **the Sale and Closing of \$32,330,000 PTC**
72 **Community Development District Special**
73 **Assessment Revenue Bonds, Series 2023A**
74 **and \$48,210,000 PTC Community**
75 **Development District Special Assessment**
76 **Revenue Bonds, Series 2023B; Providing a**
77 **Severability Clause; and Providing an**
78 **Effective Date**

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80 Ms. Suit presented Resolution 2023-15.

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On MOTION by Mr. Porter and seconded by Mr. Fischer, with all in favor, Resolution 2023-15, Ratifying, Confirming, and Approving the Actions of the Chairperson, Vice Chairperson, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of \$32,330,000 PTC Community Development District Special Assessment Revenue Bonds, Series 2023A and \$48,210,000 PTC Community Development District Special Assessment Revenue Bonds, Series 2023B; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Consideration of Disclosure of Public Finance

Ms. Gentry presented the Disclosure of Public Finance.

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On MOTION by Mr. Essman and seconded by Mr. Porter, with all in favor, the Disclosure of Public Finance, in substantial form, was approved.

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SEVENTH ORDER OF BUSINESS

Consideration of Infrastructure Cost Share Agreement

Ms. Gentry presented the Infrastructure Cost Share Agreement.

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Mr. Porter stated this Agreement was contemplated between the previous Landowner and the Developer of the Target property across the street. The Agreement has been through several iterations; it is thought to be reasonable.

108

Mr. Porter will provide Exhibits and execute the final form of the Agreement.

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On MOTION by Mr. Fischer and seconded by Mr. Porter, with all in favor, the Infrastructure Cost Share Agreement, in substantial form, and authorizing the Vice Chair to execute, was approved.

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EIGHTH ORDER OF BUSINESS

Consideration of Addendum #1 Wrathell, Hunt & Associates, LLC Management Agreement for Dissemination Agent Services and Assessment Methodology Consultant Services

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Ms. Suit presented Addendum #1 to the Wrathell, Hunt & Associates, LLC Management Agreement.

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On MOTION by Mr. Essman and seconded by Mr. Fischer, with all in favor, Addendum #1 to the Wrathell, Hunt & Associates, LLC Management Agreement for Dissemination Agent Services and Assessment Methodology Consultant Services, was approved.

NINTH ORDER OF BUSINESS

Ratification of Mortensen Engineering, Inc., Items

- A. Work Authorization #1**
- B. Geotechnical Engineering Services Proposal [McKendree Road]**

On MOTION by Mr. Porter and seconded by Mr. Essman, with all in favor, Mortensen Engineering, Inc., Work Authorization #1 and the Geotechnical Engineering Services Proposal for McKendree Road, were ratified.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-16, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

Ms. Suit presented Resolution 2023-16. Pasco County Ordinance requires scheduling four evening meetings. The following will be inserted on the Fiscal Year 2024 Meeting Schedule:

TIME: Insert 5:00 PM for October 27, November 23 and December 22, 2023 and January 26, 2024 and insert 11:00 AM for all other meetings.

On MOTION by Mr. Fischer and seconded by Mr. Essman, with all in favor, Resolution 2023-16, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024, as amended, and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2023

On MOTION by Mr. Porter and seconded by Mr. Fischer, with all in favor, the Unaudited Financial Statements as of July 31, 2023, were accepted.

166 TWELFTH ORDER OF BUSINESS

Approval of Minutes

167

168 A. June 6, 2023 Regular Meeting

169 The following change was made:

170 Line 241: Change "Fisher" to "Fischer"

171 B. July 18, 2023 Special Meeting

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173 On MOTION by Mr. Fischer and seconded by Mr. Essman, with all in favor, the
174 June 6, 2023 Regular Meeting Minutes, as amended, and the July 18, 2023
175 Special Meeting Minutes, as presented, were approved.

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178 THIRTEENTH ORDER OF BUSINESS

Staff Reports

179

180 A. District Counsel: Kilinski | Van Wyk

181 Ms. Gentry stated that the bonds closed successfully.

182 B. District Engineer: Clearview Land Design, P.L.

183 Mr. Schrader reported that Phase I construction is underway.

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

185 ➤ NEXT MEETING DATE: September 22, 2023 at 11:00 A.M.

186 ○ QUORUM CHECK

187 The September 22, 2023 meeting was canceled.

188

189 FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

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191 There were no Board members' comments or requests.

192

193 FIFTEENTH ORDER OF BUSINESS

Public Comments

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195 There were no public comments.

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197 SIXTEENTH ORDER OF BUSINESS

Adjournment

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199 On MOTION by Mr. Fischer and seconded by Mr. Essman, with all in favor, the
200 meeting adjourned at 11:18 a.m.

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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 2023/2024 MEETING SCHEDULE

LOCATION

30435 Commerce Dr., Unit 105, San Antonio, Florida 33576

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2023 CANCELED	Regular Meeting	5:00 PM
November 7, 2023	Special Meeting	11:00 AM
November 24, 2023	Regular Meeting	5:00 PM
December 22, 2023	Regular Meeting	5:00 PM
January 26, 2024	Regular Meeting	5:00 PM
February 23, 2024	Regular Meeting	11:00 AM
March 22, 2024	Regular Meeting	11:00 AM
April 26, 2024	Regular Meeting	11:00 AM
May 24, 2024	Regular Meeting	11:00 AM
June 28, 2024	Regular Meeting	11:00 AM
July 26, 2024	Regular Meeting	11:00 AM
August 23, 2024	Regular Meeting	11:00 AM
September 27, 2024	Regular Meeting	11:00 AM

Exception/Note

All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.