

PTC

COMMUNITY DEVELOPMENT

DISTRICT

February 12, 2024

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

February 5, 2024

Board of Supervisors
PTC Community Development District

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on February 12, 2024 at 10:00 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 Single Response to RFP for McKendree Road 1st Extension
 - A. Phillips & Jordan, Incorporated
4. Ratification Items
 - A. Mortensen Engineering, Inc. Work Authorization Number 5: PTC Well Abandonment
 - B. Mortensen Engineering, Inc. Work Authorization Number 6: Double Branch Pkwy Pre-Design Geotechnical Borings
 - C. Mortensen Engineering, Inc. Work Authorization Number 7: Tradeway Blvd CMT
 - D. Clearview Land Design, P.L. Change Order No. 1 [Mass Grading and Phase 1A Project]
 - E. Century Link Special Construction Proposal [SR-52 and McKendree Road]
 - F. Charter Spectrum Invoice #BHNCNST-1821_rev2 [SR-52 and McKendree Road]
 - G. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154770
 - H. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154774
 - I. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154776
 - J. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9171777
 - K. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9185847

ATTENDEES:

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

NOTE: Meeting Time

5. Consideration of Resolution 2024-02, Designating a Date, Time and Location for Landowners’ Meeting of the District, and Providing for an Effective Date
6. Consideration of CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., Change Order Request #9 (COR # 9) – Wetland Topo Discrepancy Additional Fill \$789,406.21
7. Consideration of CH II Management, LLC Second Addendum to the Agreement for Construction Management and Consulting Services
8. Consideration of Reimbursement Agreement with MCImetro Access Transmission Services LLC
9. Acceptance of Unaudited Financial Statements as of December 31, 2023
10. Approval of November 7, 2023 Special Meeting Minutes
11. Staff Reports

A. District Counsel: *Kilinski | Van Wyk PLLC*

- Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

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

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

- UPCOMING MEETINGS

➤ February 23, 2024 at 11:00 AM

➤ March 22, 2024 at 11:00 AM

- QUORUM CHECK

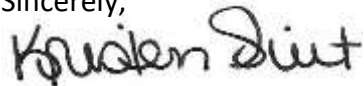
SEAT 1	MICHAEL WOLF	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JEFF PORTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	BOB TANKEL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	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

12. Board Members’ Comments/Requests
13. Public Comments

14. Adjournment

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

Sincerely,



Kristen Suit
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

3A

1/18/2024

Meeting Minutes: PTC CDD – PTC McKendree Rd 1st Extension – Public Bid Opening

Location: Clearview Land Design

Prepared By: Doug South – CH II Management, LLC

1. Prior to Public Bid Opening Meeting, in-person attendees signed the attendance sheet. The in-person attendees were:
 - a. Lynn Manfra – Phillips & Jordan, Inc.
 - b. Jordan Schrader – Clearview Land Design
 - c. Nick Perillo – Clearview Land Design
 - d. Doug South – CH II Management, LLC
2. Doug South opened the public meeting at 12:00 PM, 1/18/24, Conference Room A – CLD.
3. Doug South acknowledged virtual attendees on the Teams Application and wrote them on the attendance sheet:
 - a. Jesse Ertle – Phillips & Jordan, Inc.
 - b. Curtis Mast – Ripa & Associates
 - c. Thatcher Brown – Columnar
 - d. Justin Sylvester – Burgess Civil
 - e. Andrew Babchick – Burgess Civil
4. Doug South stated the public bid opening meeting was being held at the offices of Clearview Land Design at 12:00 PM today, Thursday, January 18,2024 in accordance with the RFP documents.
5. Doug South stated that the purpose of the meeting is limited to opening the bids received in response to the PTC CDD RFP for the McKendree Rd. 1st Extension improvements.
6. Doug South stated that proposal evaluation will be conducted in accordance with the RFP documents.
7. Doug South stated that as of 12:04 PM only one RFP proposal has been submitted prior to the deadline and the Proposer was Phillips & Jordan, Inc.
8. Doug South announced he was opening the proposal from Phillips & Jordan, Inc. and reading the PTC CDD bid form information. Included was as follows:
 - a. McKendree Rd. - \$ 10,569,267.33
 - b. SR 52 Intersection - \$ 2,277,476.20
 - c. TOTAL - \$ 12,846,743.53
 - d. Calendar days to substantial completion – 365. Plus 30 days for final
 - e. Alternate # 1 – Escalation \$ 12,846,746.53
 - f. Alternate # 2 – Intersection Signalization - \$ 1,400,000.00
9. Doug South stated he appreciated everyone’s interest and participation.
10. Doug South closed the Public Bid Opening Meeting at 12:09 PM.
 - a. Note there were no additional proposals received as of 12:09 PM.

END MEETING MINUTES

Full bid opening documents are available here: <https://ws.onehub.com/folders/898muub9>

PTC

COMMUNITY DEVELOPMENT DISTRICT

4A

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 5**
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 Nov. 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 \$14,180.00 OR [will compensate Engineer in a flat fee amount of \$ 14,180.00, 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

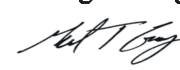
PTC Community Development District

By:  _____
Authorized Representative

Date: 11/21/2023

Sincerely,

Mortensen Engineering, Inc.

By:  _____
Authorized Representative

Date: 11/21/2023



TO: PTC CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Ms. Kristen Suit, District Manager

November 21, 2023

SUBJECT: Well Plugging/Abandonment Services Proposal – Work Authorization #5
One Groundwater Supply Well
Pasco Town Center
McKendree Road, Pasco County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide well plugging/abandonment services for one known groundwater supply well, per Southwest Florida Water Management District (SWFWMD) regulations for the above referenced residential development.

Objective of Well Plugging/Abandonment

Based on the information and/or civil construction plans provided, we understand that the above referenced groundwater supply well is within/near proposed development areas for the subject site, and proper plugging/abandonment (per SWFWMD regulations) should be performed prior to or during the early phase of earthwork construction. The work herein will be performed under the supervision/direction of a MEI state-licensed professional geologist (PG) and MEI state-licensed water well contractor, and monitored (typically full-time) by a representative from SWFWMD. We will acquire the well abandonment permit(s) and will coordinate all our work with SWFWMD.

Scope of Well Plugging/Abandonment Services

We plan to provide the following services, based on the information provided, in order to achieve the proceeding objectives:

1. We will apply for all necessary well plugging/abandonment permits per SWFWMD requirements and we will coordinate all work with SWFWMD.
2. We will remove all above grade well power units, piping, valves, etc.
3. We will remove all submersible pumps and associated drop pipe systems.
4. We will check each well for obstructions and measure depth (required prior to SWFWMD caliper each well).
5. We will plug/abandon each well from the bottom up with the sole use or combination of rock (#57 or #89 limerock), bentonite (clay) pellets and grout, per SWFWMD requirements.
6. After plugging/abandonment completion of each well, we will cut well casing below grade (no more than two feet +/-).
7. We will prepare final well plugging/abandonment completion and reimbursement documents.

SWFWMD Reimbursement Program

SWFWMD presently has a Quality of Water Improvement Program (QWIP), which effectively is a monetary funding assistance (reimbursement) program, for the landowner/entity, to properly plug/abandon groundwater supply well(s) within the district. There are specific minimum requirements with the application and completion processes that must be met/completed to qualify for funding assistance. We intend to follow the QWIP reimbursement program requirements. The reimbursement total for each well is prorated based on SWFWMD verified (calipered) well size (diameter and depth) and does not exceed \$6,000.00 per well, and \$18,000.00 per landowner/entity annually. The QWIP program is funded annually by SWFWMD (fiscal year starting in October) and some years funding is depleted prior to the end of the fiscal year. Unless otherwise directed, we intend to perform our well plugging/abandonment work to meet the requirements of the QWIP program.

Estimated Total Cost

Our estimated total cost to perform the requested well plugging/abandonment services outlined herein is included on Attachment A. Our estimated total cost on Attachment A is based on an anticipated range of subsurface conditions, which were assessed from SWFWMD data, the regional geology, and our experience with well plugging/abandonment in the general area. The existing well conditions along with well diameter and depths are shown on the attachment. If additional fieldwork is determined to be necessary for proper well abandonment, they will be performed at the unit rates shown on the attachment. Our estimated cost does not include the cost of services required for evaluation of extensive unforeseen conditions.

Limitations

The cost estimate herein is based on normal working hours between 7:00 am and 5:00 pm Monday – Friday. If in actuality the diameter of the well(s) are larger than reported or estimated, or the well(s) are deeper than the estimated depths, or if the open-hole sections in the underlying limestone formation are greater than the diameter of the surface casing (i.e. large voids), additional materials (Enviroplug, grout, rock, etc.), and time, will be required to properly plug/abandon the well(s), the cost of which will be applied at the applicable unit rates. Possibly other wells may become evident or discovered on-site during future earthwork operations. Any such additional or old/buried wells encountered will also need to be properly plugged/abandoned per SWFWMD regulations. This proposal herein is just for the well(s) we know about at this time. MEI can provide an additional well abandonment services cost estimate for any additional/new wells discovered. No drill rig or man-hour costs are included herein to remove or drill-out any obstructions (typically required SWFWMD) in the well(s) or to clear any plugged zones in the well(s) which may be currently present, or which may occur during well plugging/abandonment operations. If a drill rig and additional man-hours are required to complete our work because of plugging or obstructions, we will provide a separate additional cost for this work. No clearing and/or towing costs are included herein to gain access to the well(s) associated with this proposal.

Closing

We appreciate this opportunity to submit this proposal for your review and consideration. For acceptance of this proposal and the attached Standard General Conditions, please sign below and return.

Sincerely,
MORTENSEN ENGINEERING, INC.



Cary M. Richardson, P.G.
Project Manager
Mainfile/proposals/10629.doc
Attachment A
Standard General Conditions



Michael T. Gagne, P.E.
President

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Well Plugging/Abandonment Services Proposal
One Groundwater Supply Well
Pasco Town Center

<u>Surface Preparation Fieldwork</u>	
Mobilization and demobilization of equipment and supplies	\$ 1,000.00
Prepare well for SWFWMD inspection and plugging/abandonment Measure well depth (tagging), cut bent casing below grade, place PVC riser over existing casing to ground surface, surface preparation, tremie pipe, casing cut below grade Total: 1 well at \$1,000.00/well	1,000.00
Licensed water well contractor and field technicians Total: 36 hours at \$85.00/hour	3,060.00
<u>Well Plugging/Abandonment Materials</u>	
6-inch diameter well – 600 feet deep (+/-) Estimated Rock, bentonite, and grout preparation and placement/injection Total (1 well): 600 feet at \$12.00/foot	7,200.00
<u>Professional Services</u>	
Project direction, coordination, supervise/direct operations and reporting Professional geologist (PG) and licensed water well contractor Total: 16 hours at \$120.00/hour	<u>1,920.00</u>
Total Estimated Cost: \$ 14,180.00	
Total Estimated QWIP Reimbursement Amount (if funding available): \$ 4,900.00	

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.

PTC

COMMUNITY DEVELOPMENT DISTRICT

4B

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number** #6
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 Jan. 15, ~~2023~~ (“**Engineering Agreement**”) as follows: 2024

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 \$ 5,530.00 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 \$ 5,530.00, 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


PTC Community Development District

By: 
Authorized Representative

Date: 1/29/24

Sincerely,

Mortensen Engineering, Inc.

By: 
Authorized Representative

Date: 1/15/2024



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

January 15, 2024

SUBJECT: Geotechnical Engineering Services Proposal
Design Level Geotechnical Testing – Work Authorization #6
Double Branch (Pasco Town Center) – Double Branch Parkway
Setter Palm Road, San Antonio, Pasco County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide design level geotechnical engineering services for the above referenced roadway, associated with the Double Branch project. Based on your request, we understand a two-lane access/collector roadway is planned for the subject project. The work herein is related to customary or normal geotechnical services for civil design and county permitting.

Objective of Geotechnical Testing

The objective of our geotechnical work herein will be to obtain information concerning the subsurface soil and groundwater conditions in the proposed roadway area, 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 roadway area, 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 roadway area.
6. Provide pavement material type design and construction recommendations.
7. Determine the current shallow groundwater levels and estimate seasonal high groundwater levels at our test boring locations.

Scope of Geotechnical Services

We plan to provide the following services, per the site plan provided by Clearview Land Design, P.L., to achieve the proceeding objectives:

1. Perform eight auger borings (per ASTM D1452), each to a depth of 10 feet below the ground surface, along the subject roadway.
2. Review recovered soil samples in the laboratory and perform laboratory testing (physical testing per ASTM D2488 and fines content testing per ASTM D1140) 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 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.

Estimated Total Cost

Our estimated total cost to perform the requested 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 would 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.

Limitations

The work herein does not include an environmental site assessment, or any soil radon testing or soil arsenic testing. Depending upon the results of the test borings herein, some additional test borings may be necessary to further evaluate any significant geotechnical concerns. No SPT borings (to the limestone surface) or other geophysical site testing techniques were requested at this time to assess sinkhole potential. Only the shallow subsurface conditions (to the depths proposed herein) will be evaluated and reported for our work herein, unless otherwise requested, as these soils should be within the major influence zone of the proposed construction. No Limerock Bearing Ratio (LBR) testing work is included herein. We assume that all the test boring locations will be accessible. No significant clearing/access cost are included herein. No site restorations are included herein. If temporary borehole casing is needed, then casing unit rate of \$12.00/ft. will apply.

The discussions, evaluations, opinions, and recommendations to be submitted in our summary report (based on the data collected per this contract), will be 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 borings performed at the approximate locations indicated, and at the times tested. The discussions, opinions, evaluations, and recommendations to be provided in our summary report will not reflect any variations or differing subsurface conditions which may occur or be present (left undetected), between test boring locations, or in areas not 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, opinions, evaluations and recommendations, and the level or cost of any corrective actions if appropriate.

It is important to note that test borings reveal the subsurface conditions just at the test location. For a natural site it is appropriate and accepted geotechnical practice to extrapolate subsurface conditions between reasonably spaced test boring locations. For a previously impacted, disturbed or filled site, without adequate geotechnical quality control, such an extrapolation of subsurface conditions between test locations is likely not appropriate. If any subsurface variations (from the data provided in our summary report) become evident during subsequent geotechnical field testing in the future, a re-evaluation of the opinions, discussions and recommendations contained in our report (and any future reports) will be necessary.

Our summary report and the work and opinions therein, will be exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on our work product and opinions to be provided. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party or site purchasing party. Our work, opinions, and report will be 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 therein. MEI will use 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.

Closing

We appreciate this opportunity to submit this proposal for your review and consideration. For acceptance of this proposal and the attached Standard General Conditions, please sign below and return. Sincerely,

MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.
Vice-President
Mainfile/proposals/10660A.docx
Attachment A
Standard General Conditions



Michael T. Gagne, P.E.
President

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
Geotechnical Engineering Services Proposal
Design Level Geotechnical Testing
Double Branch (Pasco Town Center) – Double Branch Parkway

Fieldwork	
Mobilization and demobilization of equipment Lump sum	\$ 1,350.00
Auger borings (per ASTM D1452) 8 borings to 10 feet deep (lane addition/widening areas) Total: 80 feet at \$11.00/ft.	880.00
Senior field geologist (Locate and log borings, pavement cores, collect soil samples and groundwater level data) Total: 1 day at \$650.00/day	650.00
Laboratory Testing	
Soil sample classification (per ASTM D2488) Lump sum	100.00
Fines content testing (per ASTM D1140) Total: 10 tests at \$65.00/test	650.00
Professional Services	
Project direction, coordination, evaluation of data and reporting Lump sum	<u>1,900.00</u>
Total Estimated Cost: \$ 5,530.00	

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.

PTC

COMMUNITY DEVELOPMENT DISTRICT

4C

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 Jan 12, 2023 (“**Engineering Agreement**”) as follows: 4

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 \$64,064. 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 \$64,064, 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

PTC Community Development District

By: 
Authorized Representative

Date: 1/29/24

Sincerely,

Mortensen Engineering, Inc.

By: 
Authorized Representative

Date: 1/12/24



TO: PTC CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

January 17, 2024

SUBJECT: Construction Materials Testing Services Proposal
Construction Materials Testing – Collector Roadway Segment and Utilities
Pasco Town Center – Tradeway Boulevard 1st Extension
Work Authorization No. 7
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 roadway segment (*Attachment A*), for Tradeway Blvd. 1st Extension at Pasco Town Center. The testing services (and estimated quantities) outlined herein are based on the project plans (for Pasco Town Center – Tradeway Blvd 1st Extension), prepared by Clearview Land Design, P.L. (CLD), latest revision dated 12/19/23. We understand that approximately 3,100 (+/-) lineal feet of 2-lane collector roadway will be constructed 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 roadway will include: density testing of the soil backfill associated with gravity sanitary sewers, storm sewers, waterlines (domestic and reclaim), 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. MEI will notify the owner/developer, EOR, and contractor of any issues with testing results as soon as they are available, however only one formal test reports submittal is included, upon project completion, per County requirements. If periodic/incremental test reports submittals are requested, additional costs may be incurred. No other geotechnical testing/evaluation work is included herein. No on-site meeting time 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

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

Geotechnical · Construction Materials Testing · Structural Inspections

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.

Closing

We appreciate this opportunity to submit this proposal, and we look forward to working to continuing to 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/10455.3.pro
Attachment A
Standard General Conditions

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
PASCO TOWN CENTER - TRADEWAY BLVD 1ST EXTENSION
COLLECTOR ROADWAY SEGMENT AND UTILITIES
COUNTY REQUIRED CONSTRUCTION MATERIALS TESTING SERVICES
ESTIMATED SCOPE OF WORK AND LUMP SUM COST
(from CLD plans last revised 12/19/23)

Work Item and Description	Quantity	Unit Rate	Total Cost
<u>PIPE AND STRUCTURE BACKFILL TESTING</u>			
Density Tests - Water Pipe (Domestic and Reclaim)	44	\$23.00 /test	\$1,012.00
Density Tests - Sanitary Force Main Pipe	11	23.00 /test	253.00
Density Tests - Storm Sewer Pipe	435	23.00 /test	10,005.00
Density Tests - Storm Sewer Structures	237	23.00 /test	5,451.00
Density Tests - Sanitary Sewer Pipe	175	23.00 /test	4,025.00
Density Tests - Sanitary Sewer Structures	195	23.00 /test	4,485.00
Modified Proctor Tests	5	85.00 /test	425.00
<u>ROADWAY EMBANKMENT TESTING</u>			
Senior Field Technician (limited subgrade preparation observations) (Days)	3	650.00 /day	1,950.00
Density Tests - Roadway Embankment and Sidewalk Subgrade	22	23.00 /test	506.00
Sieve Analysis Tests (Minus No. 200 Sieve Wash)	12	65.00 /test	780.00
<u>STABILIZED SUBGRADE TESTING (Back of Curb to Back of Curb)</u>			
LBR Tests (LBR = 40)	7	275.00 /test	1,925.00
LL/PL Tests (per stabilization material type)	2	125.00 /test	250.00
Density Tests	33	23.00 /test	759.00
<u>CRUSHED CONCRETE BASE TESTING</u>			
LBR Tests (LBR = 150)	7	275.00 /test	1,925.00
Gradation Tests	7	65.00 /test	455.00
Density Tests	11	23.00 /test	253.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Base Cores (For Thickness)	11	60.00 /core	660.00
<u>ASPHALTIC CONCRETE TESTING (See Note)</u>			
Senior Field Technician (limited observation, testing and sampling) (Days)	7	750.00 /day	5,250.00
Extraction/Gradation Tests (1 per day)	7	275.00 /test	1,925.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Asphalt Cores (For Thickness)	22	60.00 /core	1,320.00
Bulk Specific Gravity of Asphalt Cores (For Density)	22	30.00 /test	660.00
<u>CONCRETE TESTING (CURBS AND SIDEWALKS ONLY)</u>			
Cylinders/Strength Tests (Sets of 4 Cylinders)	20	95.00 /set	1,900.00
Senior Field Technician (field testing and sampling) (Hours)	20	85.00 /hour	1,700.00
<u>PROFESSIONAL SERVICES</u>			
Project Manager (Hours)	99	110.00 /hour	10,890.00
Senior Project Engineer, PE (Hours)	30	150.00 /hour	4,500.00
ESTIMATED TOTAL LUMP SUM COST:			\$64,064.00

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 8 days of asphalt placement for 3,100 l.f. of 2-lane roadway.

STANDARD GENERAL CONDITIONS

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(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

4D

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: \$ <u>29,970,974.16</u>	Original Contract Times: Substantial Completion: <u>324 days</u> Ready for final payment: <u>366 days</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. __: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. __: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>29,970,974.16</u>	Contract Times prior to this Change Order: Substantial Completion: <u>324 days</u> Ready for final payment: <u>366 days</u>
Increase this Change Order: \$ <u>513,446.14</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>30,484,420.28</u> ^{.30}	Contract Times with all approved Change Orders: Substantial Completion: <u>324 days</u> Ready for final payment: <u>366 days</u>

***** 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 SCHRAEDER
Title: VP
Date: 9/15/2023

Accepted by Contractor

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

Authorized by Owner

By: [Signature]
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 2205 - Zephyrhills, FL 33530 - 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
SHEET 16	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)
	On sheet 16, the watermain changed from 8" to 12".	WATERMAIN	2" PVC	850	LF	\$ 18.29	\$ 15,549.05
	On sheet 16, the watermain changed from 8" to 12".	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
SHEETS 18-20	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)
	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



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

P.O. Box 2205 • Zephyrhills, FL 33539 • office 813.783.1132 • fax 813.715.1820 • pandj.com

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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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

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

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

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



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

P.O. Box 2295 - Zephyrhills, FL 33530 - office 813.783.1132 - fax 813.715.1820 - pandj.com

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	\$ 99,686.40	
	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	\$ 15,687.89	\$ 15,687.89
		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	\$ (16,583.49)
		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	\$ 6,016.98	\$ (6,016.98)
		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	\$ (5,479,760.00)	
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)	



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.

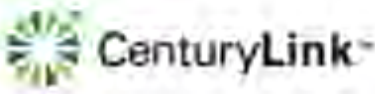
Sincerely,
 PHILLIPS & JORDAN, INC.

Zach Gamer
 Project Manager

PTC

COMMUNITY DEVELOPMENT DISTRICT

4E



Contract No No

Job Authorization No: P186001

Special Construction Proposal

CTL Affiliate: EQ Florida-Central

Date: 1/24/2024

Billing Address:

Work Location:

Customer: PTC CDD c/o CH II Management, LLC. SR-52 and McKendree Road

Attention: Doug South County PASCO

30435 Commerce Dr., Suite 105 SAN ANTONIO, FL

San Antonio, FL 33576

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Replace and relocate fiber and copper for 3300 ft along McKendree Road and 800 ft at the intersection of Sr 52 and McKendree. Total construction footage is 4400 feet of both copper and fiber.

Advance Payment (required before work begins): \$199,684.21

Total Charges: One Hundred Ninety-Nine Thousand Six Hundred Eighty-Four Dollars and 21/

Customer shall indicate its acceptance of this Proposal by signing where indicated below. The date of Customer's signature shall be the effective date of this Proposal (the "Effective Date"). Upon such acceptance by Customer, this Proposal and the terms and conditions of any applicable Tariffs shall constitute a binding agreement.

For the Work performed hereunder, Customer will be responsible for the actual charges incurred by the Lumen affiliate performing the Work ("Provider"). The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of the Advance Payment shall be paid by Customer within thirty (30) days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded if and as required by applicable Tariffs. All past due, undisputed amounts due from Customer to Provider will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Provider or Customer, but excluding any taxes based on Provider's net income.

For Governmental Customers only, no Advance Payment is due. Lumen will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with applicable laws.

The Work in this Proposal is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

This Proposal shall be deemed withdrawn by Provider if not accepted by Customer within thirty (30) days of the date of this Proposal. Except for Proposals signed by Governmental Customers, if Provider has not received the Advance Payment within thirty (30) days of the Effective Date, this Proposal will automatically expire without further action by either party.

Customer : PTC CDD - a local unit of special-purpose govt.

Authorized Signature: 

Name Printed/Typed: Jeff Porter

Title: Vice Chairman PTC CDD

Date: 1/29/24

PTC

COMMUNITY DEVELOPMENT DISTRICT

4F

PTC

COMMUNITY DEVELOPMENT DISTRICT

4G

PTC

COMMUNITY DEVELOPMENT DISTRICT

4H

PTC

COMMUNITY DEVELOPMENT DISTRICT

41

PTC

COMMUNITY DEVELOPMENT DISTRICT

4J

Your Touchstone Energy® Partner



INVOICE

Customer

Name PTC CDD c/o Wrathell, Hunt & Associates, LLC
 Attn: Kristen Suit- District Manager
 Address 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Date 01/29/24 WREC W.O. Number 9171777
 Job Location Pasco Town Center (Double Branch)
 Member Number _____

Qty	Description	Unit Price	TOTAL
1	Temp Overhead Line (Install)	\$49,398.46	\$49,398.46
TOTAL			\$49,398.46

Please remit to: W.R.E.C.
Attn: Michael Gulvin, Engineering Dept.
30461 Commerce Drive
San Antonio, FL 33576

For questions regarding this statement, please contact: Michael Gulvin at Extension # 1130
 Cost Estimates are valid for 6 months from the date listed above

PTC

COMMUNITY DEVELOPMENT DISTRICT

4K

PTC

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of the Ordinance creating the District ("**Ordinance**") was April 11, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

1. ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024, at 10:00 a.m., at 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.

2. PUBLICATION. The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

3. ANNOUNCEMENT; DOCUMENTS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's organizational meeting held on February 12, 2024. A sample notice of landowners' meeting and election, instructions, proxy and ballot form were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Craig Wrathell.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of February, 2024.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Instructions, Proxy, and Ballot Form

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within PTC Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 966.87 acres, located south of SR 52/Clinton Avenue, east of I-75, north of Overpass Road, west of Boyette Road in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024
TIME: 10:00 a.m.
PLACE: 30435 Commerce Drive, Unit 105
San Antonio, Florida 33576

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Craig Wrathell (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. 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 Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Craig Wrathell
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE
PTC COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: November 5, 2024

TIME: 10:00 a.m.

LOCATION: 30435 Commerce Drive, Unit 105
San Antonio, Florida 33576

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY
PTC COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the District to be held at 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576 on November 5, 2024, at 10:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
<u>See attached</u>	_____ ACRES	_____ VOTES

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
PTC COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the candidate receiving the next highest number of votes will each receive a two (2) year term, with the term of office for each successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the District and described as follows:

Description

Acreage

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT NUMBER	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

PTC

COMMUNITY DEVELOPMENT DISTRICT

6

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”.

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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

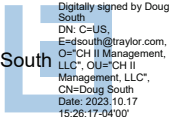
Florida Office: 400 Crown Oak Centre Drive. Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
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full nature of the interior wetland elevations or concerns other Proposers would not have assumed similar conditions.

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

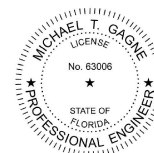
In general accordance with our authorized proposal to you dated 12/20/2022, Mortensen Engineering, Inc. (MEI) has completed the soil testing requested, and we are providing herein our evaluation of the soil stratigraphy within the proposed stormwater pond areas and existing lowland/wetland areas to be 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 (+/-).

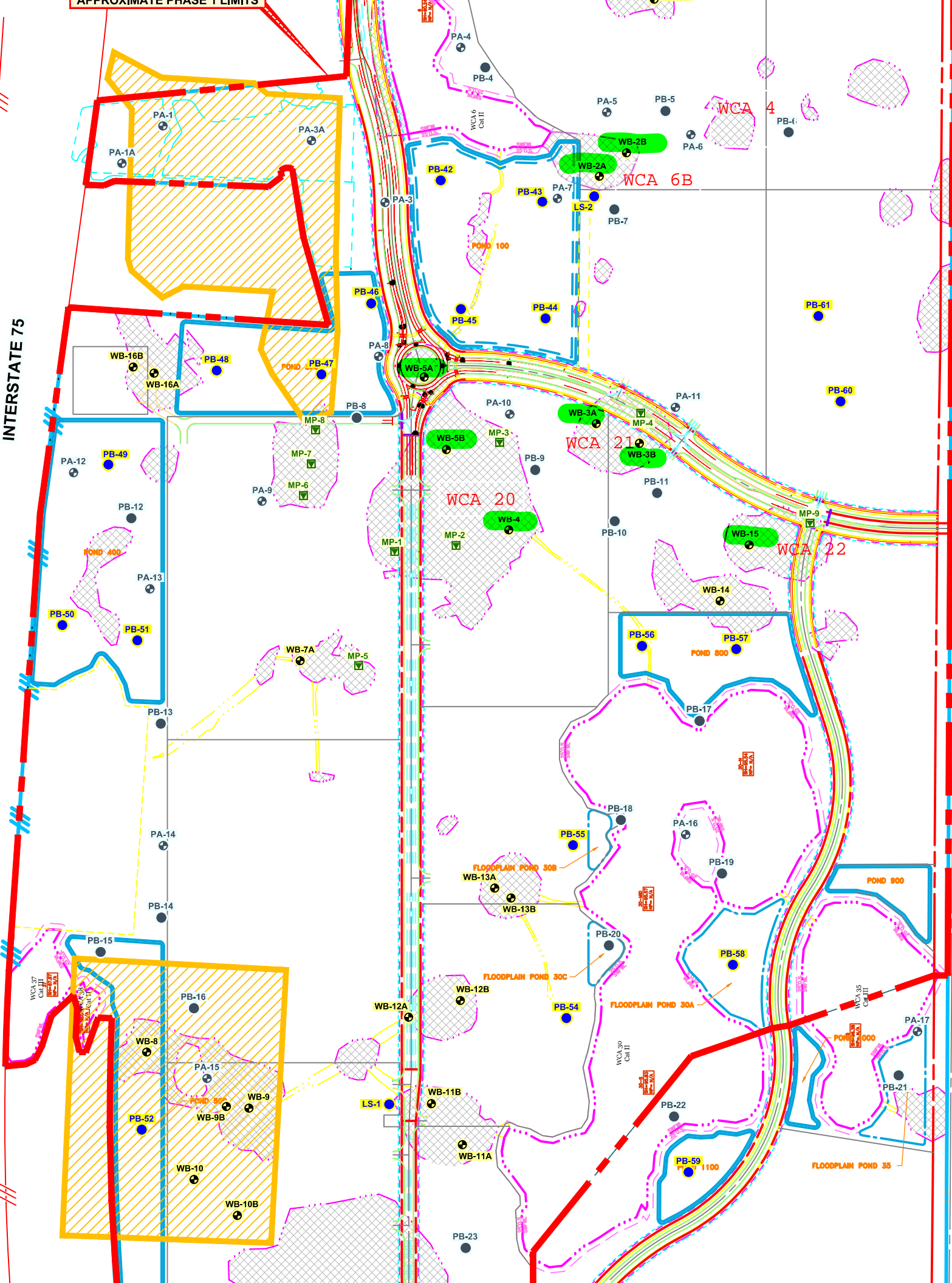
Shallow Groundwater Conditions

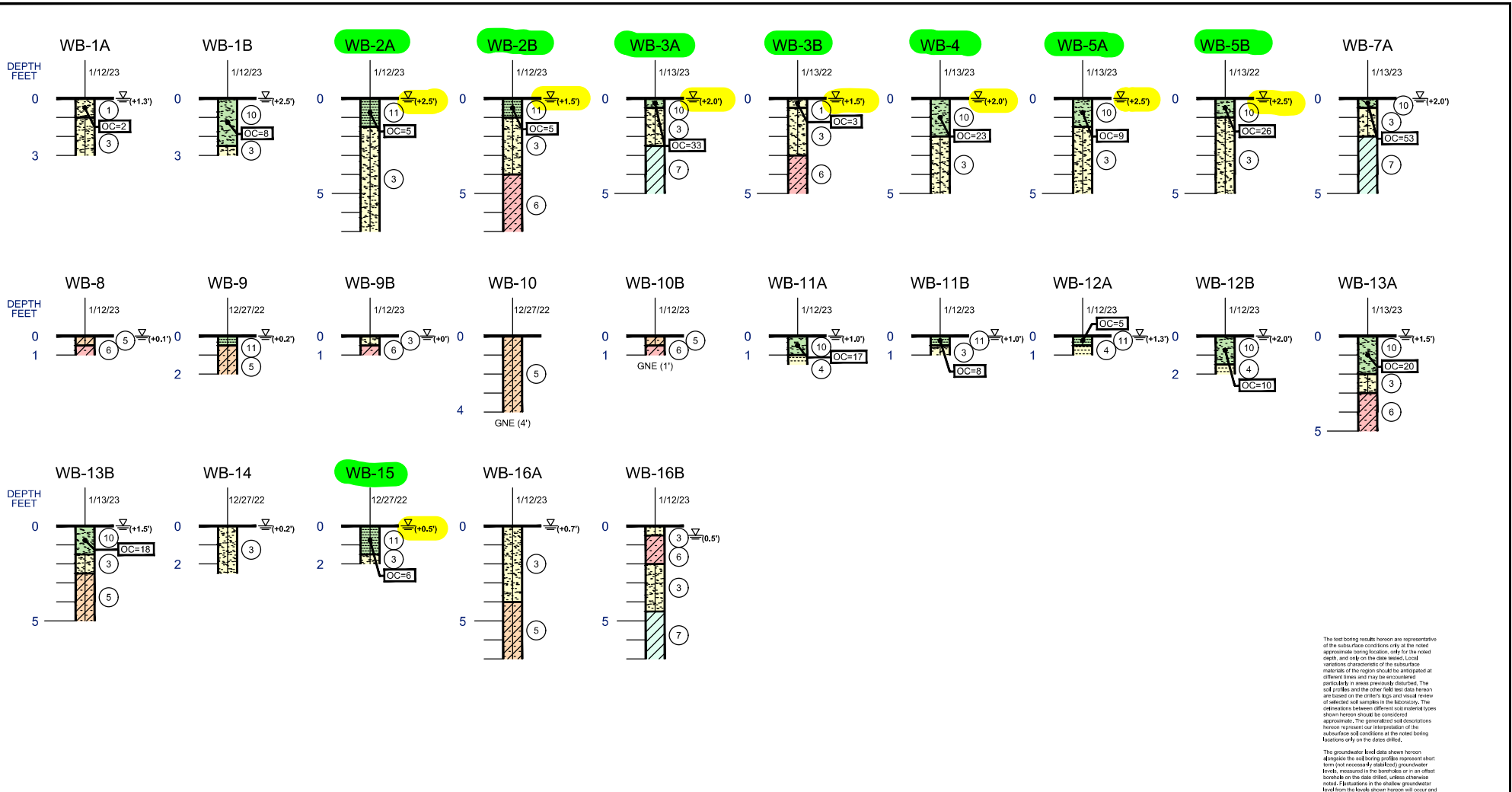
The shallow groundwater level was encountered at our pond area test boring locations and varied from 1 to 5 feet (+/-) below the ground surface, at the time of our fieldwork (January 2023), depending upon location and ground elevation. The measured groundwater levels (when encountered) are included alongside 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 year. 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

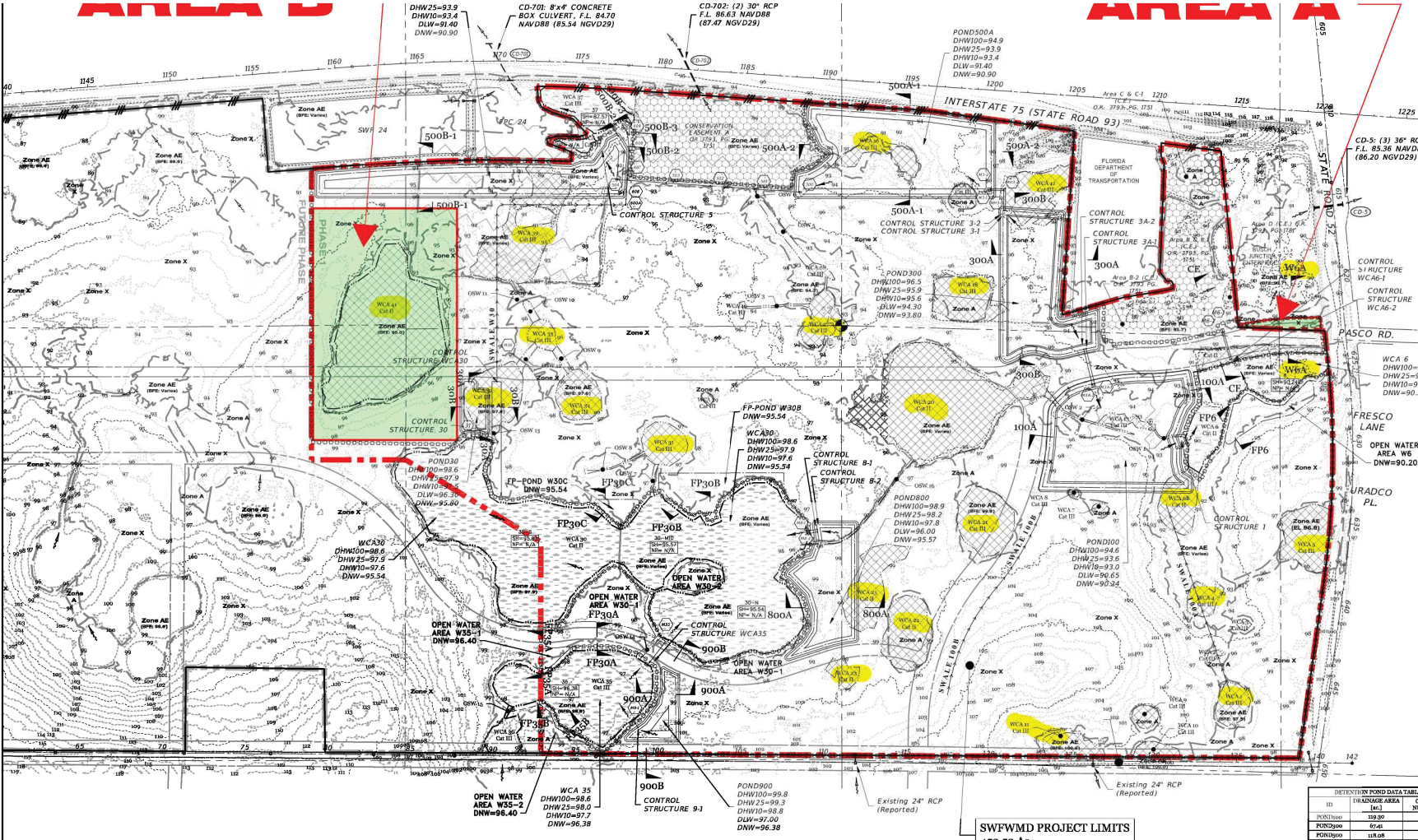
AREA B

AREA A

SCALE: 1" = 300'

LEGEND

- EXISTING PROPOSED
- STORM DRAINAGE STRUCTURE PIPE (SIZE IN INCHES)
- STRUCTURE NO.
- SPOT ELEVATION
- PROPOSED PROFILE GRADE ELEVATION
- CONTOUR
- DIRECTION OF SURFACE FLOW
- STAKED EROSION CONTROL
- FEMA FLOOD ZONE BOUNDARY
- BASE FLOOD ELEVATION (FT)
- SFWMW WETLAND LINE
- 25' OFFSET FROM WETLAND LINE
- WETLAND HYDROPERIOD DATA
- WETLAND CONSERVATION AREA PASCO WETLAND CATEGORY
- WETLAND AREAS
- PREVIOUSLY PERMITTED WETLAND IMPACT PER MASS GRADE PLANS BY HEIDT DESIGN
- CONSERVATION EASEMENT
- PROJECT BOUNDARY



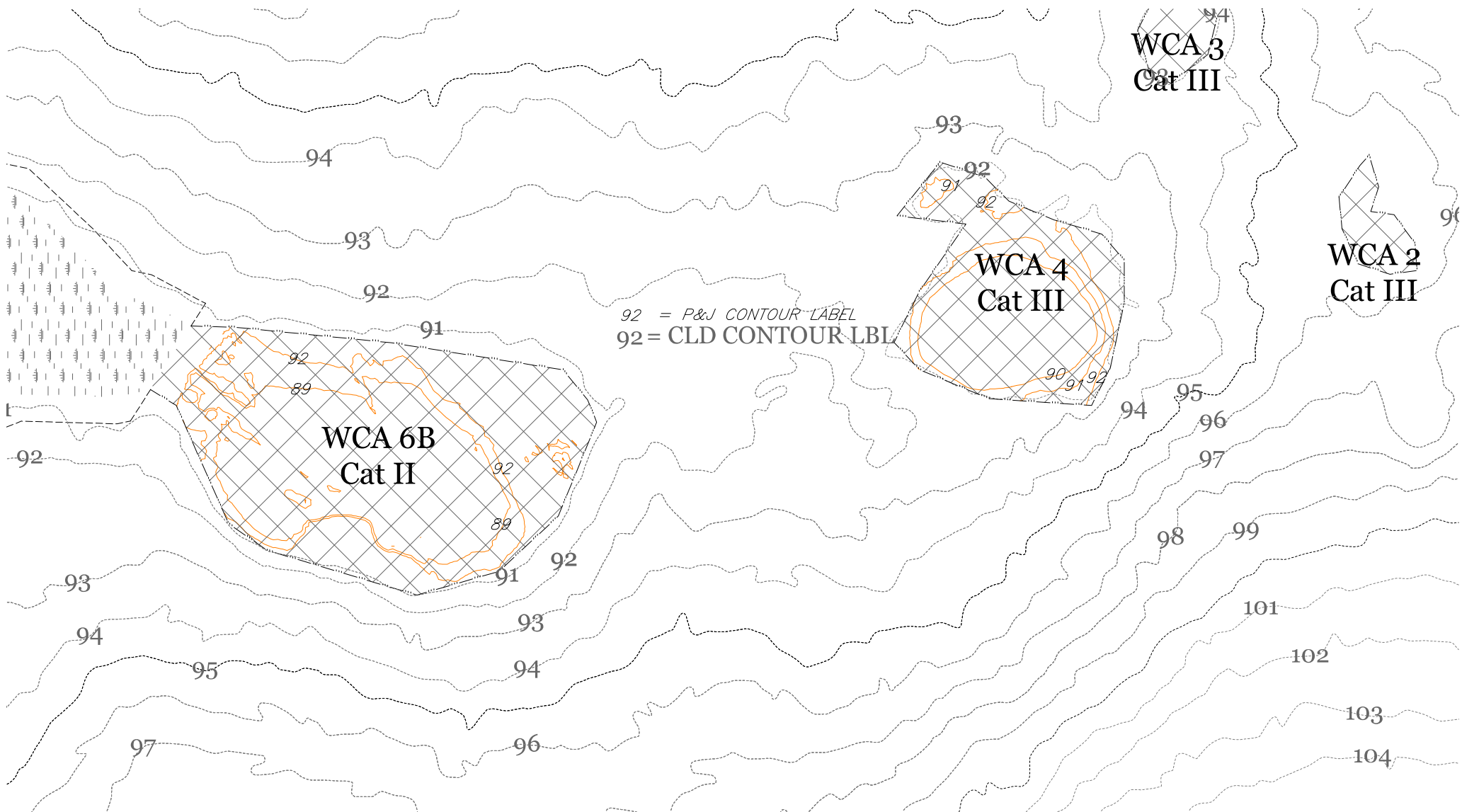
PASCO TOWN CENTER MASS GRADING WETLAND SUMMARY TABLE

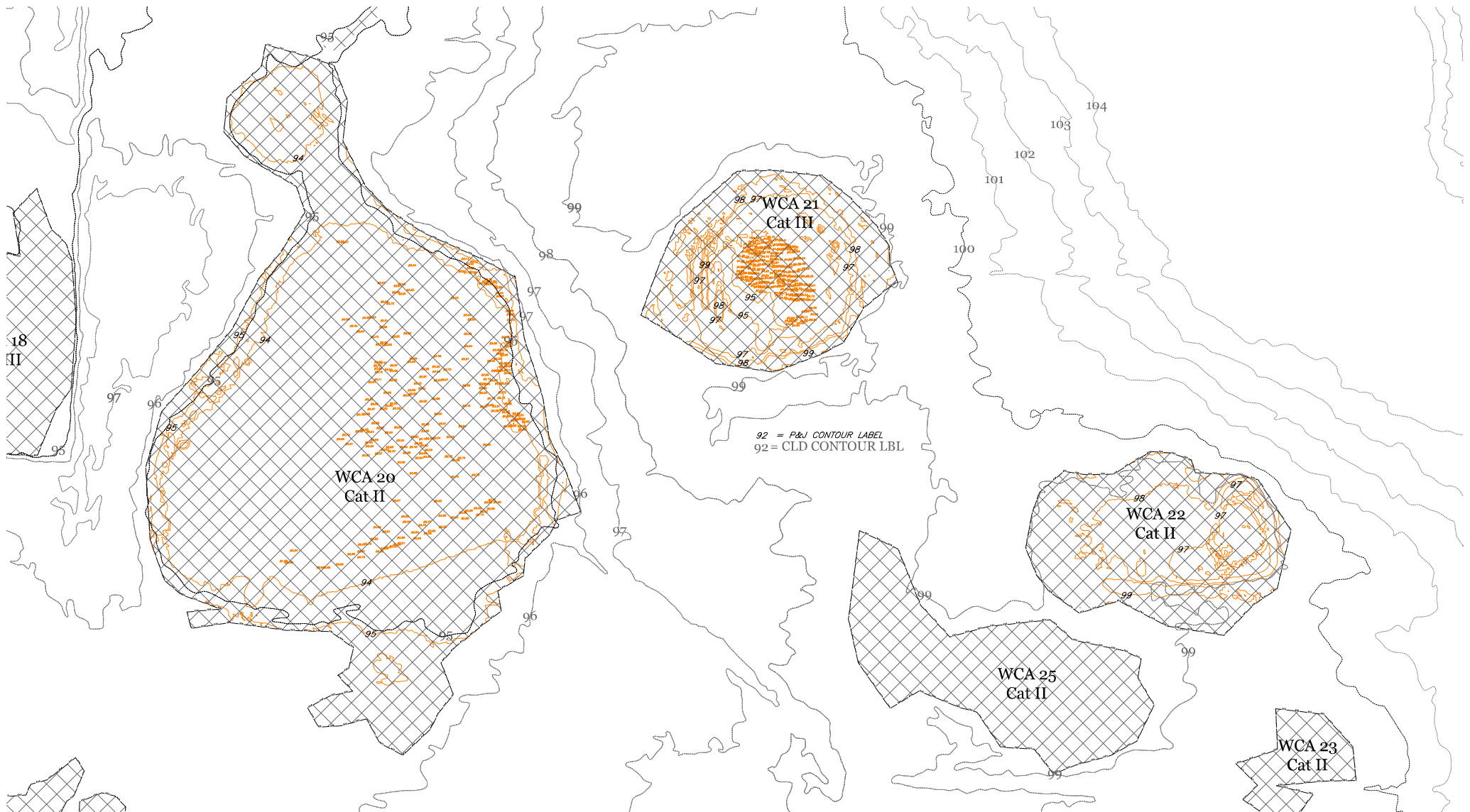
Wetland ID Category	Acres On-Site (Ac.)	Impact ID	Previously Reported Impact (Ac.)
WCA 1	0.93	WCA 1	0.93
WCA 2	0.16	WCA 2	0.16
WCA 3	0.20	WCA 3	0.20
WCA 4	0.76	WCA 4	0.76
WCA 5	2.86	WCA 5	2.86
WCA 6	2.95		
WCA 6A	1.84	WCA 6A	1.84
WCA 6B	1.67	WCA 6B	1.67
WCA 7	0.23	WCA 7	0.23
WCA 8	0.03	WCA 8	0.03
WCA 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	0.25	WCA 23	0.25
WCA 24	2.80	WCA 24	2.80
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 31	1.29	WCA 31	1.29
WCA 32	2.48	WCA 32	2.48
WCA 33	0.25	WCA 33	0.25
WCA 34	1.51	WCA 34	1.51
WCA 35	2.83	WCA 35	2.83
WCA 37	2.92		
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
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](#)
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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.

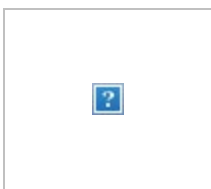
Good afternoon Doug,

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

7

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

THIS SECOND ADDENDUM (“Second Addendum”) to the Agreement reference above is made and entered into effective this ____ day of February 2024 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 “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”), as has been subsequently amended; and

WHEREAS, Section 16 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and executed by both Parties; and

WHEREAS, the Parties now desire to add additional services to the original scope of the Agreement as set forth herein; and

WHEREAS, the District and Consultant each represent that it has the authority to execute this Second Addendum and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Second Addendum so that this Second Addendum constitutes a legal and binding obligation of each party hereto.

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 Second Addendum.

SECTION 2. AMENDMENT OF SCOPE. Pursuant to Section 16 of the Agreement, the District and Consultant agree to amend the Agreement in the following manner:

- A.** The Scope of Services set forth in Exhibit A of the Agreement shall additionally apply to the District’s agreement for construction services for the McKendree Road 1st

Extension Project (the “Additional Services”). As compensation for the Additional Services, the District agrees to pay Consultant in accordance with the compensation set forth in the Agreement Addendums thereto.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Addendum, nothing herein shall modify the rights and obligations of the Parties under the Agreement, including executed Addendums. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable and the Additional Services shall be performed in accordance with the terms and conditions of the Agreement.

SECTION 4. CONFLICTS. To the extent that the terms described in this Second Addendum and the Agreement conflict, this Second Addendum shall control. Otherwise, all terms and conditions of the Agreement shall remain in full force and effect.

SECTION 5. EXECUTION IN COUNTERPARTS. This Second Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Second 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

PTC

COMMUNITY DEVELOPMENT DISTRICT

8

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into on _____ by and between **MCIMETRO ACCESS TRANSMISSION SERVICES LLC.**, a Delaware limited liability company (“**Utility**”), having an address at 600 Hidden Ridge, Irving Texas 75038, and **PTC Community Development District**, (“**Reimbursor**”), having an address at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. The signatories to this Agreement shall be referred to individually as a “Party” and collectively as the “Parties”.

RECITAL

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor’s right-of-way (the “**Project**”) in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the “**Payment**”).

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
 - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 4 below, Reimbursor shall bear all actual costs (“**Costs**”) incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility’s work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility’s facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility’s engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys’ fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the “**Advance Payment**”) upon execution of this Agreement. No work will be done on the Project until Utility receives the

Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to Utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.

11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(signatures on next page)

for Reimbursor

for Utility

PTC Community Development District

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

By: _____
Name: Michael Wolf
Title: Chairman

By: _____
Name: Sofia Musyoki
Title: Princ Engr-Ntwk Reg/RE

OR

By: _____
Name: Jeff Porter
Title: Vice Chairman

Date: _____

Date: _____

Federal Tax ID#: 88-2910847

Billing Contact:

Stephanie Schackmann

payapp@whhassociates.com

561-571-0010

EXHIBIT A

BACKGROUND PE AND SPECIFICATIONS OF WORK.

Developer is widening the McKendree Road in San Antonio, FL, to accommodate new construction on the corner of McKendree Rd and SR 52, and requested MCI to relocate existing buried facilities. Design and relocate existing handholes and fibers from existing ROW into new utility easement. This will require engineering, permitting, construction and placement of 4358 feet of new 96 fiber

CONTACTS.

Agreements:

Bradley Duhe
Franchise & ROW Sr.
Consultant
600 Hidden Ridge
Irving, TX 75038
(972) 457-7910
Bradley.Duhe@verizon.com

Manager:

Sofia Musyoki
Right of Way Manager
Princ Engr-Ntwk Reg/RE
469-400-6723
sofia.musyoki@verizon.com

Reimbursor:

Signatory:

Michael Wolf, CDD Chairman
PTC CDD
OR
Jeff Porter, CDD Vice Chairman
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

For dissemination purposes:
Suitk@whhassociates.com
561-571-0010

Engineer:

Michael Krol
Sr Engr Spec-Outside Plant
Temple Terrace, FL 33637
813-410-4803
michael.krol@verizon.com

Manager:

Tammy Tyson
Assoc Dir-OSP
400 Lake Destiny Dr,
Orlando, FL 32810
(813) 455-8657
tammy.tyson@verizon.com

Billing Contact:

Stephanie Schackmann
payapp@whhassociates.com
561-571-0010

EXHIBIT B



**OUTSIDE PLANT CONSTRUCTION
COST ESTIMATE**

01/10/2024

AFE #:	R40379	Revision#:	
EWO NFID:	2401AQKU	Disposition:	RCUP
Title (Work Order Friendly Name):	TAMPA, FL_RCUP_PASCO TOWN CENTER	Site Code:	FL-JHYKFL-PASCO COUNTY FIBER ROUTE
Responsible Engineer:	Krol, Michael	Manager:	TYSON, TAMMY L
State:	Florida	City:	SAN ANTONIO
Investigation#:			

Description of Work

This EWO replaces EWO NFID 2311BNID
 Developer is widening McKendree Rd to accommodate new construction on the corner of McKendree Rd and SR 52.
 Design and relocate existing handholes and fibers from existing ROW into new utility easement.

Schedule

Engineering Start :	02/06/2024	Engineering Complete :	03/09/2024
Construction Start :	03/12/2024	Construction Complete :	05/31/2024

Summary of Estimated Costs

A)	Engineering	\$8,246.12
B)	Construction	\$82,513.20
C)	Materials	\$0.00
D)	Miscellaneous	\$0.00
E)	Pricing Adjustments	\$4,446.12
F)	Total	\$95,205.44

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER

Revision:

A) ENGINEERING

Feature type	Quantity	Unit	Unit \$	Total \$
OSP Engineering - Fiber Optic Cable 1,001 to 5,000 Feet	4358.0	foot	\$1.0700	\$4,883.08
Engineer Bore / Push Pipe	4358.0	foot	\$0.5700	\$2,484.08
Engineer Hand Hole	4.0	each	\$25.0000	\$100.00
Right-of-Way Permit Acquisition - Very Complex	2.0	each	\$402.0000	\$804.00
Engineering, Minimum Work order Charge	1.0	EWO	\$99.0000	\$99.00
Engineer Splice Sequence Detail	1.0	EWO	\$41.0000	\$41.00
Engineering, Work order Closing	1.0	each	\$55.0000	\$55.00
Engineering Sub TOTAL:				\$8,246.12

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER

Revision:

B) CONSTRUCTION

Feature type	Quantity	Unit	Unit \$	Total \$
Place Buried - Directional Bore - Standard - Over 3.5 in to 4.5 in Outside Diameter Bundle	4358.0	foot	\$14.1700	\$81,752.86
Remove Underground - Cable, Fiber, Wire, or Pipe	4358.0	feet	\$1.0000	\$4,358.00
Place Underground - Cable, Wire, or Pipe in Open Conduit	4358.0	foot	\$0.9700	\$4,227.26
Splicing - Splice Fiber Optic Ribbon Cable Less Than or Equal 96 Fibers	192.0	each	\$14.6200	\$2,807.04
Remove Buried - Hand Holes - All Types and Sizes	4.0	each	\$225.0000	\$900.00
Place Buried - Ground Rod - Primary Function	4.0	each	\$99.5500	\$398.20
Place Buried - Handhole Large Greater Than 2 Ft X 3 Ft	4.0	each	\$405.0000	\$1,620.00
Place Buried - Pull Line-All Types	4358.0	foot	\$0.3500	\$1,525.30
Place Buried - Locate Wire in Duct - Primary Function	4358.0	foot	\$1.1300	\$4,924.54
Construction Sub TOTAL:				\$82,513.20

C) MATERIALS

Feature type	Quantity	Unit	Unit \$	Total \$
Materials Sub TOTAL:				\$0.00

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER

Revision:

D) MISCELLANEOUS

Feature type	Quantity	Unit	Unit \$	Total \$
Miscellaneous Sub TOTAL:				\$0.00

E) PRICING ADJUSTMENTS

Reason for Adjustment	Amount
Cost of fiber cable and hand holes.	\$4,446.12
Pricing Adjustments Sub TOTAL:	\$4,446.12

ADDENDUM TO REIMBURSEMENT AGREEMENT

Agreement: Reimbursement Agreement (Project No. 2311BNID/R40379-001), as **Exhibit A**

Contractor: MCImetro Access Transmission Services LLC

District: PTC Community Development District

The following provisions govern, amend and supplement the Agreement referenced above:

1. Effective Date. The agreement between the parties shall be deemed effective as of the date of the full execution of the Agreement attached hereto as **Exhibit A** and this Addendum, which together shall constitute the “Agreement.”

2. Duties.
 - a. The Contractor agrees, as an independent contractor, to undertake the work described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

 - b. The Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from the Contractor’s actions or inactions. Further, the Contractor agrees to restore the property subject to the Agreement after completion of the work set forth in Exhibit A and attachments thereto.

 - c. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects.

 - d. Contractor agrees that the District’s contractors may perform work within 10’ of either side of the Project Area, contrary to Section 6 of the Agreement and shall coordinate with the District’s other utility contractors and Construction Manager designee, Doug South, to ensure safety and security of the Project Area. Specifically, there will be a 15’ utility easement and WREC Power will have an exclusive easement for the first 10’ and is expected to perform work concurrently with the Contractor. Further, Century Link/Lumen or its designee has fiber infrastructure immediately adjacent to the Project Area and will be co-located within the same utility easement. Contractor further recognizes the Project Area is an active construction site and will take all reasonable care and actions to ensure protection of the Project Area and others performing work in the area.

3. Compensation. The District agrees to pay the amount described in the Agreement. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, in writing, which shall be delivered via electronic mail or mailed to the District’s office. These invoices are due and payable in accordance with Florida’s Prompt Payment Act, Section 218.70 et seq. of the Florida

Statutes. Each invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

4. Additional Work. Should the District desire that the Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by the Contractor after the District's prior approval of a required change order. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order.
5. Termination. Pursuant to Section 4 of the Agreement, the District may issue a stop work order on the Project at its sole discretion and may terminate the Agreement. As the Contractor's sole and exclusive remedy for any suspension or termination hereunder, the Contractor shall be entitled to payment for all work rendered up until the effective date of termination of the Agreement, subject to whatever claims or off sets the District may have against the Contractor. District shall not be liable to Contractor for any costs if the suspension or termination of the Agreement is for cause, which shall mean any default, nonconformance or defects caused by Contractor.
6. Insurance.
 - a. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - b. The District, its officers, supervisors, staff, consultants, construction managers and agents shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.

- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. Indemnification.

- a. The Contractor, its employees, contractors, subcontractors, agents, assigns, officers and all others performing work at its direction and related to the Agreement shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives, construction managers and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of the Contractor, and other persons employed or utilized by the Contractor in the performance of this Agreement or the work performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Addendum, the Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

8. Limitations on Governmental Liability. The Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

9. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Wrathell Hunt & Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 this Agreement's term and following the contract term if the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

10. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.
11. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.
12. Liens and Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
13. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor 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 work being rendered under this Agreement or any action of the Contractor 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 work, 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 immediately upon the giving of notice of termination.

14. Controlling Law and Venue. In the event that either party is required to enforce the Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement shall be Pasco County, Florida.

15. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor 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. The District may terminate this 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 this Agreement, the Contractor represents 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 this Agreement.

16. Addendum Controls. The Agreement, together with this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: _____
Date: _____

Chairman, Board of Supervisors
Date: _____

Exhibit A: Agreement

Exhibit A

Project No. 2311BNID / R40379-001

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into on _____ by and between **MCIMETRO ACCESS TRANSMISSION SERVICES LLC.**, a Delaware limited liability company ("**Utility**"), having an address at 600 Hidden Ridge, Irving Texas 75038, and **PTC Community Development District**, ("**Reimbursor**"), having an address at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITAL

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
 - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 4 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. No work will be done on the Project until Utility receives the

Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to Utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(signatures on next page)

EXHIBIT A

BACKGROUND PE AND SPECIFICATIONS OF WORK

Developer is widening the McKendree Road in San Antonio, FL, to accommodate new construction on the corner of McKendree Rd and SR 52, and requested MCI to relocate existing buried facilities. Design and relocate existing handholes and fibers from existing ROW into new utility easement. This will require engineering, permitting, construction and placement of 4358 feet of new 96 fiber

CONTACTS

Agreements:

Bradley Duhe
Franchise & ROW Sr.
Consultant
600 Hidden Ridge
Irving, TX 75038
(972) 457-7910
Bradley.Duhe@verizon.com

Manager:

Sofia Musyoki
Right of Way Manager
Princ Engr-Ntwk Reg/RE
469-400-6723
sofia.musyoki@verizon.com

Reimbursor:

Signatory:

Michael Wolf, CDD Chairman
PTC CDD
OR
Jeff Porter, CDD Vice Chairman
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

For dissemination purposes:
Suitk@whhassociates.com
561-571-0010

Engineer:

Michael Krol
Sr Engr Spec-Outside Plant
Temple Terrace, FL 33637
813-410-4803
michael.krol@verizon.com

Manager:

Tammy Tyson
Assoc Dir-OSP
400 Lake Destiny Dr,
Orlando, FL 32810
(813) 455-8657
tammy.tyson@verizon.com

Billing Contact:

Stephanie Schackmann
payapp@whhassociates.com
561-571-0010

EXHIBIT B



**OUTSIDE PLANT CONSTRUCTION
COST ESTIMATE**

01/10/2024

AFE #:	R40379	Revision#:	
EWO NFID:	2401AQKLI	Disposition:	RCUF
Title (Work Order Friendly Name):	TAMPA, FL_RCUF_FASCO TOWN CENTER	Site Code:	FL-JHY/KFL-FASCO COUNTY FIBER ROUTE
Responsible Engineer:	Krol, Michael	Manager:	TYSON, TAMMY L
State:	Florida	City:	SAN ANTONIO
Investigation#:			

Description of Work

This EWO replaces EWO NFID 2311BNID
 Developer is widening McKendree Rd to accommodate new construction on the corner of McKendree Rd and SR 52.
 Design and relocate existing handholes and fibers from existing ROW into new utility easement

Schedule

Engineering Start :	02/06/2024	Engineering Complete :	03/09/2024
Construction Start :	03/12/2024	Construction Complete :	05/31/2024

Summary of Estimated Costs

A)	Engineering	\$8,246.12
B)	Construction	\$82,513.20
C)	Materials	\$0.00
D)	Miscellaneous	\$0.00
E)	Pricing Adjustments	\$4,446.12
F)	Total	\$95,205.44

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER

Revision:

A) ENGINEERING

Feature type	Quantity	Unit	Unit \$	Total \$
OSP Engineering - Fiber Optic Cable 1,001 to 5,000 Feet	4358.0	foot	\$1.0700	\$4,663.06
Engineer Bore / Push Pipe	4358.0	foot	\$0.5700	\$2,484.06
Engineer Hand Hole	4.0	each	\$25.0000	\$100.00
Right-of-Way Permit Acquisition - Very Complex	2.0	each	\$402.0000	\$804.00
Engineering, Minimum Work order Charge	1.0	EWO	\$99.0000	\$99.00
Engineer Splice Sequence Detail	1.0	EWO	\$41.0000	\$41.00
Engineering, Work order Closing	1.0	each	\$55.0000	\$55.00
Engineering Sub TOTAL:				\$8,246.12

**OUTSIDE PLANT CONSTRUCTION
COST ESTIMATE**

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER Revision:

B) CONSTRUCTION

Feature type	Quantity	Unit	Unit \$	Total \$
Place Buried - Directional Bore - Standard - Over 3.5 in to 4.5 in Outside Diameter Bundle	4358.0	foot	\$14,1700	\$61,752.88
Remove Underground - Cable, Fiber, Wire, or Pipe	4358.0	feet	\$1,0000	\$4,358.00
Place Underground - Cable, Wire, or Pipe in Open Conduit	4358.0	foot	\$0,9700	\$4,227.26
Splicing - Splice Fiber Optic Ribbon Cable Less Than or Equal 96 Fibers	192.0	each	\$14,8200	\$2,807.04
Remove Buried - Hand Holes - All Types and Sizes	4.0	each	\$225,0000	\$900.00
Place Buried - Ground Rod - Primary Function	4.0	each	\$99,5500	\$398.20
Place Buried - Handhole Large Greater Than 2 Ft X 3 Ft	4.0	each	\$405,0000	\$1,620.00
Place Buried - Pull Line-All Types	4358.0	foot	\$0,3500	\$1,525.30
Place Buried - Locate Wire in Duct - Primary Function	4358.0	foot	\$1,1500	\$4,924.54
Construction Sub TOTAL:				\$82,513.20

C) MATERIALS

Feature type	Quantity	Unit	Unit \$	Total \$
Materials Sub TOTAL:				\$0.00

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

01/10/2024

AFE #: R40379 TAMPA, FL_RCUP_PASCO TOWN CENTER

Revision:

D) MISCELLANEOUS

Feature type	Quantity	Unit	Unit \$	Total \$
Miscellaneous Sub TOTAL:				\$0.00

E) PRICING ADJUSTMENTS

Reason for Adjustment	Amount
Cost of fiber cable and hand holes.	\$4,446.12
Pricing Adjustments Sub TOTAL:	\$4,446.12

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

**PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 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	\$ 6,419	\$ -	\$ -	\$ -	\$ -	\$ 6,419
Investments						
Revenue	-	834	22	-	-	856
Reserve - encumbered	-	1,469,233	2,369,320	-	-	3,838,553
Reserve - available	-	1,002,148	1,616,059	-	-	2,618,207
Capitalized interest - encumbered	-	3,886,187	5,572,459	-	-	9,458,646
Capitalized interest - available	-	42,375	60,431	-	-	102,806
Construction - encumbered	-	-	-	10,307,144	20,218,160	30,525,304
Construction - available	-	-	-	4,605,171	1,438,698	6,043,869
Cost of issuance	-	9,027	17,123	-	-	26,150
Retainage	-	-	-	2,458,942	3,642,289	6,101,231
Investment interest receivable	-	-	-	5,702	7,259	12,961
Due from Landowner	19,313	-	-	-	-	19,313
Due from capital projects fund 2023B	-	-	-	3,864,008	-	3,864,008
Total assets	<u>\$ 25,732</u>	<u>\$6,409,804</u>	<u>\$ 9,635,414</u>	<u>\$21,240,967</u>	<u>\$25,306,406</u>	<u>\$62,618,323</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 19,640	\$ -	\$ -	\$ -	\$ -	\$ 19,640
Contracts payable	-	-	-	4,171,701	-	4,171,701
Retainage payable	-	-	-	1,270,139	-	1,270,139
Due to Landowner	747	-	-	-	-	747
Due to capital projects fund 2023A	-	-	-	-	3,864,008	3,864,008
Accrued taxes payable	92	-	-	-	-	92
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>26,479</u>	<u>-</u>	<u>-</u>	<u>5,441,840</u>	<u>3,864,008</u>	<u>9,332,327</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	19,313	-	-	-	-	19,313
Total deferred inflows of resources	<u>19,313</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,313</u>
Fund balances:						
Restricted for:						
Debt service	-	6,409,804	9,635,414	-	-	16,045,218
Capital projects	-	-	-	15,799,127	21,442,398	37,241,525
Unassigned	(20,060)	-	-	-	-	(20,060)
Total fund balances	<u>(20,060)</u>	<u>6,409,804</u>	<u>9,635,414</u>	<u>15,799,127</u>	<u>21,442,398</u>	<u>53,266,683</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 25,732</u>	<u>\$6,409,804</u>	<u>\$ 9,635,414</u>	<u>\$21,240,967</u>	<u>\$25,306,406</u>	<u>\$62,618,323</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 646	\$ 110,599	1%
Total revenues	<u>-</u>	<u>646</u>	<u>110,599</u>	1%
EXPENDITURES				
Professional & administrative				
Supervisors	-	646	6,459	10%
Management/admin/recording	4,000	12,000	48,000	25%
Legal	2,093	2,120	25,000	8%
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	459	1,375	5,500	25%
Telephone	16	50	200	25%
Postage	10	46	500	9%
Printing & binding	42	125	500	25%
Legal advertising	-	131	1,700	8%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	-	-	1,650	0%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total expenditures	<u>6,620</u>	<u>21,868</u>	<u>110,599</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	(6,620)	(21,222)	-	
Fund balances - beginning	(13,440)	1,162	-	
Fund balances - ending	<u>\$ (20,060)</u>	<u>\$ (20,060)</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 DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,318	\$ 25,380
Total revenues	4,318	25,380
EXPENDITURES		
Debt service		
Cost of issuance	1,004	6,929
Interest	-	472,826
Total debt service	1,004	479,755
Excess/(deficiency) of revenues over/(under) expenditures	3,314	(454,375)
Fund balances - beginning	6,406,490	6,864,179
Fund balances - ending	\$ 6,409,804	\$ 6,409,804

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 6,919	\$ 38,693
Total revenues	6,919	38,693
EXPENDITURES		
Debt service		
Cost of issuance	746	6,671
Interest	-	677,953
Total debt service	746	684,624
Excess/(deficiency) of revenues over/(under) expenditures	6,173	(645,931)
Fund balances - beginning	9,629,241	10,281,345
Fund balances - ending	\$ 9,635,414	\$ 9,635,414

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 70,283	\$ 116,280
Total revenues	<u>70,283</u>	<u>116,280</u>
EXPENDITURES		
Construction costs	<u>973,001</u>	<u>4,192,138</u>
Total expenditures	<u>973,001</u>	<u>4,192,138</u>
Excess/(deficiency) of revenues over/(under) expenditures	(902,718)	(4,075,858)
Fund balances - beginning	<u>16,701,845</u>	<u>19,874,985</u>
Fund balances - ending	<u><u>\$ 15,799,127</u></u>	<u><u>\$ 15,799,127</u></u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023B
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 124,624	\$ 214,496
Total revenues	124,624	214,496
EXPENDITURES		
Construction costs	3,629,203	5,281,361
Total expenditures	3,629,203	5,281,361
Excess/(deficiency) of revenues over/(under) expenditures	(3,504,579)	(5,066,865)
Fund balances - beginning	24,946,977	26,509,263
Fund balances - ending	\$ 21,442,398	\$ 21,442,398

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 Special Meeting on November 7, 2023 at 11:00 a.m., at 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.

Present were:

Michael Wolf	Chair
Jeff Porter	Vice Chair
Bob Tankel	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Grace Kobitter	Kilinski Van Wyk
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 11:01 a.m. Supervisors Porter, Wolf and Tankel were present. Supervisors Fischer and Essman were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2024-01.

Mr. South stated the project manual is very much pro forma with the previous version that was sent out. There were a few adjustments to some of the qualifications relative to the

43 scope of the project as well as providing for additional time for the bidders, due to the
44 holidays.

45 Mr. Schrader voiced his opinion that the project manual was put together well and the
46 team did a great job.

47 The Board and Staff discussed the Evaluation Criteria, when to schedule the
48 Evaluation/Special meeting and timing of the award of contract.

49 The Special meeting will be on January 29, 2024 at 10:00 a.m., at 30435 Commerce Dr.,
50 Unit 105, San Antonio, Florida 33576.

51

52 **On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor,**
53 **Resolution 2024-01, Approving Request for Proposal Documents for Pasco**
54 **Town Center McKendree Road 1st Extension Project; Ratifying Notice of the**
55 **Request for Proposal Project; Providing a Severability Clause; and Providing an**
56 **Effective Date, was adopted.**

57

58

59 **FOURTH ORDER OF BUSINESS**

**Consideration of Mortensen Engineering
Inc., Proposal for Work Authorization #4
for Geotechnical Engineering Services**

60

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64 **On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, the**
65 **Mortensen Engineering Inc., Proposal for Work Authorization #4 for**
66 **Geotechnical Engineering Services, in a not-to-exceed amount of \$4,100, was**
67 **approved.**

68

69

- 70 **A. Report for Design Level Geotechnical Testing - Pasco Town Center - McKendree Road**
71 **1st Extension Offsite Roadway Improvements**

72 Ms. Suit stated Item 4A is included for informational purposes.

73

74 **FIFTH ORDER OF BUSINESS**

Discussion/Consideration: CH II
Management, LLC Items

75

76

77 Ms. Suit presented the following:

- 78 **A. Change Order Clarification/CH II Management, LLC Addendum to Agreement for**
79 **Construction Management and Consulting Services**

80 Ms. Kilinski stated the compensation for the flat fee, in Section 2, outlines the intent of
 81 the original Agreement with regard to the compensation model for the Construction Manager.
 82 She reminded Mr. Wolf and Mr. Porter that Form 8B, the continuing conflict memo for this
 83 particular item is on file and they can vote on this item.

84

85 **On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the**
 86 **Change Order Clarification/CH II Management, LLC Addendum to Agreement**
 87 **for Construction Management and Consulting Services, was approved.**

88

89

90 **B. CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., Change**
 91 **Order Request #9 (COR # 9) – Wetland Topo Discrepancy Additional Fill \$789,406.21**

92 This item was deferred.

93

94 **SIXTH ORDER OF BUSINESS**

Ratification Items

95

96 Ms. Suit presented the following:

97 **A. Tierra Proposal for Contamination Cleanup Services**

- 98 • **Invoice**

99

100 **On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the**
 101 **Tierra Proposal for Contamination Cleanup Services, was ratified.**

102

103

104 **B. Phillips & Jordan, Incorporated, Change Order Nos. 1, 2, 3 & 5 [Mass Grading and**
 105 **Phase 1A Project]**

106

107 **On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, the**
 108 **Phillips & Jordan, Incorporated, Change Order Nos. 1, 2, 3 & 5 related to Mass**
 109 **Grading and the Phase 1A Project, were ratified.**

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112 **C. Mortensen Engineering Inc. Work Authorizations for Geotechnical Engineering**
 113 **Services**

114 **I. #2**

115 **II. #3**

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On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the Mortensen Engineering Inc. Work Authorizations #2 and #3 for Geotechnical Engineering Services, were ratified.

D. Phase 1 Project Improvements and Work Product Acquisition Package

- **Requisition Number 4 [PTC Boyette, LLC \$437,657.88]**

Ms. Kobitter stated this item is for the remainder of the work product and soft costs related primarily to the Phase 1 A project.

On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, Requisition Number 4 payable to PTC Boyette, LLC, in the amount of \$437,657.88, related to the Phase 1 Project Improvements and Work Product Acquisition Package, was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Clearview Land Design, P.L., Work Authorization Number 2

Ms. Suit presented Clearview Land Design, P.L., Work Authorization Number 2 related to the Tradeway Boulevard extension.

On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, Clearview Land Design, P.L., Work Authorization Number 2, was approved.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2023

Ms. Suit presented the Unaudited Financial Statements as of September 30, 2023. In response to questions regarding when a shortfall in the fund balance will be rectified, if the Trustee will send Board Members accrued interest reports and if the B bonds are being drawn down pro-rata with A-bonds, Ms. Suit will confer with the Accounting Department and follow up with the Board.

On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the Unaudited Financial Statements as of September 30, 2023, were accepted.

156 NINTH ORDER OF BUSINESS

Approval of August 25, 2023 Public Hearing
and Regular Meeting Minutes

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160 On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the
161 August 25, 2023 Public Hearing and Regular Meeting Minutes, as presented,
162 were approved.

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164

165 TENTH ORDER OF BUSINESS

Staff Reports

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167

A. District Counsel: Kilinski|Van Wyk

168 Ms. Kobitter stated that the bond validation hearing is scheduled for Monday,
169 December 11, 2023. Staff will follow up regarding preparation for the hearing.

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

171 There was no report.

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

173 ➤ NEXT MEETING DATE: November 24, 2023 at 5:00 PM

174 ○ QUORUM CHECK

175 The November 24 and December 22, 2023 and January 26, 2024 meetings will be
176 cancelled. A special meeting will be held on January 29, 2024 at 10:00 a.m.

177

178 ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

179
180 There were no Board members' comments or requests.

181

182 TWELFTH ORDER OF BUSINESS

Public Comments

183
184 There were no public comments.

185

186 THIRTEENTH ORDER OF BUSINESS

Adjournment

187
188

189 On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the
190 meeting adjourned at 11:24 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS
A**



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS
C**

PTC COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>30435 Commerce Dr., Unit 105, San Antonio, Florida 33576</i>		
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 CANCELED	Regular Meeting	5:00 PM
December 22, 2023 CANCELED	Regular Meeting	5:00 PM
January 26, 2024 CANCELED	Regular Meeting	5:00 PM
January 29, 2024 CANCELED NO QUORUM	Special Meeting	10:00 AM
February 12, 2024	Special Meeting	10:00 AM
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.