

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

October 3, 2025

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

September 26, 2025

Board of Supervisors
PTC Community Development District

Dear Board Members:

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

Note: Meeting Location

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on October 3, 2025 at 11:00 a.m., at 12724 Smith Road, Dade City, Florida 33525. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Authorization of RFP for Pasco Town Center Double Branch Parkway
 - Project Manual
 - Approval of Evaluation Criteria
4. Consideration of Resolution 2026-01, Approving Request for Proposals Documents for the Pasco Town Center Double Branch Parkway Project; Providing a Severability Clause; and Providing an Effective Date
5. Ratification Items
 - A. NV5, Inc. Continuing Professional Engineering Services Agreement
 - B. Poulos & Bennett, LLC Continuing Professional Engineering Services Agreement
 - C. PTC Boyette, LLC [McKendree Road Phase 1]
 - I. Acknowledgement of Assignment of Reimbursement Proceeds
 - II. Addendum to Acknowledgement of Assignment of Reimbursement Proceeds
6. Acceptance of Unaudited Financial Statements as of August 31, 2025
7. NEXT MEETING DATE: October 24, 2025 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	CHASE COLLIER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	KELLY SINN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	THATCHER BROWN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	JOHN MCKAY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (813) 728-6062 or Kristen Suit at (410) 207-1802.

Sincerely,

Jordan Lansford

Jordan Lansford
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 236 6447

PTC

COMMUNITY DEVELOPMENT DISTRICT

3

PROJECT MANUAL

REQUEST FOR PROPOSALS -
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY
PTC COMMUNITY DEVELOPMENT DISTRICT

October 10, 2025

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

TABLE OF CONTENTS

- I. General Information
 - a. Notice of Request for Proposals
 - b. Instructions to Proposers
 - c. Evaluation Criteria

- II. Proposal Form
 - a. General Information
 - b. Personnel & Equipment
 - c. Experience
 - d. Financial Capacity
 - e. Pricing
 - f. Schedule
 - g. Legal Matters
 - i. Sworn Statement on Public Entity Crimes
 - ii. Sworn Statement Regarding Scrutinized Companies
 - iii. Sworn Statement Regarding Human Trafficking
 - h. Affidavit Regarding Proposal

- III. Form of Agreement - CDD
 - a. Standard Form of Agreement
 - b. General Conditions
 - c. Supplementary Conditions
 - d. Performance Bond
 - e. Payment Bond
 - f. Direct Purchase Documents
 - g. Trench Safety Act Compliance Statement
 - h. Trench Safety Act Compliance Cost Statement

- IV. Technical Documents

PART I. (A) NOTICE OF REQUEST FOR PROPOSALS

PTC COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REQUEST FOR PROPOSALS PASCO TOWN CENTER DOUBLE BRANCH PARKWAY Pasco County, Florida

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

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available at the Pre-Bid Meeting scheduled **Tuesday, October 14, 2025 at 2:30 PM (EST) at the offices of Clearview Land Design, P.L., 3010 W Azele Street, Suite 150, Tampa, Florida 33609** or before such meeting upon request from Jordan Schrader at JordanS@clearviewland.com and Heather Meyer at Heather.Meyer@clearviewland.com. Please contact Heather Meyer to be added to the pre-bid meeting communication. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at Heather.Meyer@clearviewland.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. Additionally, interested firms must have MINIMALLY successfully completed at least five projects in the last three years of substantially similar scope and complexity that exceeded two million dollars in contract amount, have a minimum bonding capacity of 5 million dollars, and demonstrate successful experience working with Community Development Districts in Florida, along with being able to meet all other conditions of the Request for Proposal package. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

Firms desiring to provide services for the Project must submit an original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **November 18, 2025 at 2:00 PM (EST) (“Proposal Deadline”)**, to the offices of the District Engineer, c/o Clearview Land Design, P.L., 3010 W. Azele Street, Suite 150, Tampa, Florida 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR PASCO TOWN CENTER DOUBLE BRANCH PARKWAY OF PTC CDD PROJECT.” The District reserves the right to return unopened to the Proposer any

Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver under Chapter 190, *Florida Statutes*, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred twenty five percent (125%) of the value of the contract, with an A.M. Best rated surety carrier having a rating of A-VII or better (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

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

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

Any person requiring special accommodation to participate in this meeting is asked to advise the District Engineer's Office at (813) 223-3919, at least three (3) business days before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Office.

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

PART I. (B) INSTRUCTIONS TO PROPOSERS

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

General Instructions

1. OVERVIEW. PTC Community Development District (“**District**” or “**CDD**”), located in Pasco County, Florida, is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this “**Request for Proposals**” or “**RFP**”) proposals (“**Proposal(s)**”) for contractors (“**Proposer(s)**”) to provide labor, materials, equipment and construction services in connection with the first phase of development of PTC. This project comprises the Double Branch Parkway and primarily consists of site work, which consists of constructing, among other things, roads, utilities, including but not limited to water, sewer, potable water, pump station and related utility improvements, stormwater improvements, earthwork and grading, demolition, traffic signalization, landscape and irrigation and other improvements necessary for the planned community development (the “**Project**”). Contractor shall be responsible for all stake out and record plan drawing surveys, which must be performed by a Florida-licensed surveyor. All surveys and as-built drawings shall be provided to the District in both paper and digital format (AutoCAD) within 30 days of completion.

2. DUE DATE. Firms desiring to provide services for the Project must submit one (1) original and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **November 18, 2025, at 2:00 PM (EST)** (“**Proposal Deadline**”), to the offices of the District Engineer, c/o Clearview Land Design, P.L. at 3010 W. Azeele Street, Suite 150, Tampa, Florida 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time. The District may elect to transmit a MS Teams or other virtual invite upon request and in its discretion.

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

DATE/TIME	EVENT
October 10, 2025	RFP Notice is issued.
October 14, 2025 at 2:30 PM	RFP Project Manual available and Pre-Bid Meeting (in-person or virtual).
November 12, 2025 at 5:00 PM	Deadline for questions.
November 18, 2025 at 2:00 PM	Proposals submittal deadline and Public Bid Opening

**** Proposers may NOT enter the private property site and should review the site from existing public right-of-way.**

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

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Clearview Land Design, P.L., the District Engineer, at Heather.Meyer@clearviewland.com, with copies to jennifer@cddlattorneys.com, suitk@whhassociates.com, and landsfordj@whhassociates.com. No phone inquiries. All questions must be received no later than seven (7) calendar days prior to the Proposal Deadline to be considered. The District reserves the right to reject any questions submitted after this deadline. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Engineer at Heather.Meyer@clearviewland.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer's officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer's behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the County. ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

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

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

- A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, Sworn Statement Regarding Human Trafficking, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
 - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager/supervisor from someone other than individuals affiliated with the Proposer.
 - iv. Proposer shall include information about office location for each of the individuals provided in this section.
 - 2. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Quantity of each piece of equipment to be used.
 - iii. Whether the equipment is owned or leased/rented.
 - iv. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project.
 - v. The availability of the equipment to be mobilized on an expedited schedule and the timing associated with the same.
 - 3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier's role in the Project.
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
 - iii. The subcontractor / supplier's geographic location.
 - 1. For suppliers, identify also the location where the goods will be produced and shipped.

- iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
 - vi. Provide information regarding whether the subcontractors/suppliers are a Pasco County local business.
- 4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Project. Identify the amount of each person's time that will be devoted to the Project.
- 5. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken within the last three years along with relevant project information, including original contract amount, change order values, final contract amount and information related to starting and finishing schedule. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference from the firm.
- 6. Describe previous or currently contracted work with other community development districts along with contact information from that community development district.
- D. Related Experience: A detailed list of the projects that best illustrates the experience of the Proposer and staff which will be assigned to the Project. List no more than ten projects and include only projects which were completed within the last five years. Provide the following information for each project listed:
 - 1. Name and location of the project.
 - 2. The nature of the Proposer's responsibility on this project including project delivery method.
 - 3. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference.
 - 4. Size of project (dollar value and square footage of project).
 - 5. Construction cost.
 - 6. Present status of the project and the date project was completed or is anticipated to be completed.
 - 7. Key professionals involved on listed project who would be assigned to this Project.
 - 8. The starting contract amount and the amount of the change orders (indicating whether additive or deductive) at the end of the project.

- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
 - 1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 - 2. Information regarding current contracts on hand.
 - 3. Information regarding contracts completed during the last three years.
 - 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
 - 5. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 125% of the amount of the Project, with such proof being in the form of a letter from a licensed surety company rated A-VIII or better by A.M. Best.
- F. Pricing for all work, with unit pricing in a detailed schedule of values. This schedule of values shall be used to price change orders, if any, and therefore must be sufficiently detailed.
- G. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- I. Information regarding whether the Proposer, or any of its proposed subcontractors/suppliers, is a Pasco County local business.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- L. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.
- M. As referenced above, a list of any proposed changes to the contract form.

8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. The DISTRICT WILL ONLY CONSIDER PROPOSALS FROM PROPOSERS WITH AT LEAST FIVE PROJECTS THAT EXCEEDED \$2 MILLION IN THE LAST THREE YEARS SUBSTANTIALLY SIMILAR TO THE SCOPE OF THIS PROJECT AND THAT HAVE A MINIMUM OF \$5 MILLION IN BONDING CAPACITY.

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

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

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

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

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

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

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

sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR PASCO TOWN CENTER DOUBLE BRANCH PARKWAY 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. Proposers may NOT enter the private property site and should review the site from existing public right-of-way.

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 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 and coordinate removal/relocation work provided by private utilities such as electrical power and telecommunication infrastructure. This shall also include the coordination of safety and protection associated with all aerial and underground facilities related to the work.
- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. Proposer shall work with the District to identify an acceptable staging area or areas but will be required to control and protect such area(s) with fencing and other means.
- J. Proposer shall provide turbidity barriers throughout the Project as required to ensure compliance with all NPDES and other legal requirements.
- K. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely

responsible for computing quantities for the preparation of its Proposal and the execution of the work.

- L. All necessary construction-staking survey work must be provided by Proposer. This shall include all stake out and record plan drawing surveys.
- M. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“**ADA**”) Accessibility Guidelines, and local, state and federal laws.

Permits

19. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all construction permits and licenses required except for Pasco County Site Development permit, SWFWMD ERP, Pasco County & FDEP Utility Permits and FDOT permit. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

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

Contract Award & Protests

21. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. The District’s Board of Supervisors (“**Board**”) intends to evaluate the Proposals, with advice from the District Engineer. The District’s Board shall review and evaluate

the Proposals in their individual discretion, and make a recommendation to the Board, which shall make any final determination with respect to the ranking of the Proposals, and final award of a contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award. The Proposal selected by the District shall be reasonably satisfactory to Pasco County and/or FDOT, as required.

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

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

24. PAYMENT & PERFORMANCE BONDS.

- A. **Payment and Performance Bonds.** At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds in favor of the District and Pasco County as dual-obligees for one hundred twenty-five percent (125%) of the amount of the authorized work, with a bank, surety, or other financial institution acceptable to the District and Pasco County in their sole discretion, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide, and in accordance with Section 255.05, *Florida Statutes*. Proposer will also be required to execute the Dual Obligatee Rider.
- B. **Maintenance Guarantee.** As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of 125% of the Proposer's total contract price. Further, as is required by the applicable Economic Development Agreement, upon completion of the Work (as defined in the Contract Documents) and

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

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

26. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

27. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event

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

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

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office and with District Counsel, by no later than **72 hours after receipt of this Project Manual**. District Counsel's office is located at c/o Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

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

Special Considerations

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

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

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

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. An interested firm must demonstrate a minimum of \$5 million in bonding capacity and have successfully completed at least five similar public infrastructure projects in the last three years exceeding two million dollars each, with at least two projects in Florida.

2. EXPERIENCE

(20 Points Possible)

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

3. PERSONNEL & EQUIPMENT

(15 Points Possible)

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

4. FINANCIAL CAPACITY

(10 Points Possible)

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

5. PRICE

(35 Points Possible)

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

6. SCHEDULE

(20 Points Possible)

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

100 Total Points Possible

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

1. *Proposer General Information*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Internet Address _____

1st Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

2nd Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Proposer.)

List the location of Proposer's office that would oversee the work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

2. Company Standing

Proposer's form of entity: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____

Date _____ Charter Number (if applicable) _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Pasco County and the State of Florida?

Yes ____ No ____

If no, please explain _____

3. *Licensure*

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida, FDOT and Pasco County. All licenses must be current and in good standing at the time of proposal submission and maintained throughout the project duration. Any lapse in licensing must be reported to Owner within 24 hours:

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ____ No ____

If no, please explain _____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
CORPORATE OFFICERS
(Attach additional sheets if necessary)

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any. Attach detailed resumes including relevant certifications, licenses, and project experience for all such individuals. All resumes must be current within 90 days of submission.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT
OTHER SUPERVISORY PERSONNEL
(Attach additional sheets if necessary)

Company Name _____ Date _____

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT AND WHEN/HOW AVAILABLE (All listed equipment must be owned or under valid lease agreements with minimum 12-month terms. Equipment must be dedicated to this project when required.
(Attach additional sheets if necessary)

Company Name _____

Date _____

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. ***For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following:***

Name: _____

Title: _____

Office Location: _____

Corporation Responsibilities: _____

Years in Current Position: _____

Proposed Role for the Project: _____

% of Time to Be Devoted to Project: _____

Provide the following information for at LEAST THREE projects of similar or greater scope and complexity completed within the last five (5) years where the manager / supervisor / key personnel were directly involved in a leadership capacity.

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

(Attach resume and use additional sheets as appropriate.)

2. ***Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Include specific qualifications and certifications required for each position. Provide a detailed staffing plan showing minimum staffing levels to be maintained at all times throughout the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed, and what measures will be taken to ensure adequate staffing during peak periods.***

Staffing Role / Description of Role	# of Individuals	# of Total Man Hours per Month	Status of Staff with Proposer (e.g., full-time, day labor, etc.)

3. Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.

[illegible]

4. Provide a complete and detailed list of all Subcontractors / Suppliers that will be hired by Proposer. Any subcontractors/suppliers not disclosed here may not be permitted to work on the Project without Owner's prior written approval.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided	List the Percentage of Base Contract Contractor and/or Supplier will Perform

(Attach additional sheets as necessary.)

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of Five Percent (5%) for the Project, provide the following information:***

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the Project: _____

Is the Subcontractor/Supplier properly registered with the State of Florida, Division of Corporations and currently authorized to do business in Pasco County and the State of Florida? Yes ___ No ___ If no, explain and provide timeline for obtaining proper registration (Note: All subcontractors must be properly registered prior to beginning work)::

Does the Subcontractor/Supplier have all applicable business licenses, permits, and certifications required by federal, state and local law in good standing? (Copies of all licenses must be provided upon request) in good standing?

Yes ___ No ___

Please list the licenses: _____

Is the Subcontractor a Pasco County local business? _____

Provide the following information for at LEAST THREE projects of similar scope, complexity and value completed within the last five (5) years where the Subcontractor/Supplier was involved. Owner reserves the right to contact references for these projects:

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes (☐) No (☐) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Has the Subcontractor/Supplier, any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers, directors, principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years, or

are there any pending bankruptcy proceedings or potential financial instability concerns?
Yes (☐) No (☐) If yes, provide the following:

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (☐) No (☐) If yes, please explain:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (including but not limited to failing to pay subcontractors, materialmen, or suppliers), been placed on a payment plan, or had any liens filed against them within the past 10 years? Provide detailed explanations for any affirmative responses including dates, amounts, and current status. Yes (☐) No (☐) If yes, please explain:

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

- 1. Describe at least FIVE projects of substantially similar size, scope and complexity to the Project that Proposer has successfully completed in the last FIVE years. For each project, provide the following information (attach additional sheets to complete for a MINIMUM of three projects).**

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

Starting Contract Price: _____

Percentage Cost Overrun and Percentage Cost Increase Over Original Bid/Contract

Amount (provide detailed explanation for any increase over 5%): _____

Ending Contract Price: _____

Starting Schedule Days: _____

Ending Schedule Days: _____

2. ***Has the Proposer previously performed work for a community development district?
Yes () No () If yes, please provide the following information for each project (attach
additional sheets as necessary):***

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

Starting Contract Price: _____

Ending Contract Price: _____

Starting Schedule Days: _____

Ending Schedule Days: _____

3. ***Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as necessary):***

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

4. ***Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

PART II. PROPOSAL FORM – (C) EXPERIENCE (AND WORKLOAD CAPACITY)

STATUS OF CONTRACTS ON HAND

(Attach additional sheets if necessary)

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts and contracts awarded but not yet started, whether as prime or subcontracts, including all private and public sector work. Proposer must certify that the information provided is complete and accurate under penalty of proposal rejection. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

PART II. PROPOSAL FORM – (C) EXPERIENCE (AND WORKLOAD CAPACITY)
PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS
(Attach additional sheets if necessary)

Company Name _____ Date _____

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years. Failure to disclose any qualifying projects may result in disqualification of the proposal.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB 1	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION 2	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE FOR THE LISTED PROJECT 3

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY**

- 1. *Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged but not required.***
- 2. *Complete the following chart for each of the past five years:***

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2024			
2023			
2022			
2021			
2020			

- 3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years, or are there any pending bankruptcy proceedings or financial restructuring efforts? Yes () No () If yes, provide the following:***

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 4. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:***

5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:***

6. ***What is the Proposer's proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$_____ per occurrence / \$_____ aggregate / \$_____ per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$_____
- c. Employer's Liability – \$_____

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$_____
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$_____
- c. Products-Completed Operations – \$_____
- d. Personal and Advertising Injury – \$_____
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

a. Bodily Injury:

Each Person \$ _____
Each Accident \$ _____
Each Occurrence \$ _____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ _____

Protection and Indemnity Insurance \$ _____

Contractual Liability coverage

a. General Aggregate \$ _____
b. Bodily Injury and Property Damage
Combined Each Occurrence \$ _____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

a. General Aggregate \$ _____
b. Each Occurrence \$ _____

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?

(List items on separate page)

YES / NO

Professional Liability Insurance \$ _____

(Attach a copy of a current insurance certificate evidencing the contractor's insurance. Certificates must show PTC Community Development District as an additional insured and include a waiver of subrogation in favor of Owner. Insurance must remain in effect throughout the project duration.)

7. What is the Proposer's current bonding limits?

Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit \$ _____
Single Project Limit \$ _____
Total Current Contracts Bonded \$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

PART II. PROPOSAL FORM – (E) PRICING

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** including required Performance, Payment & Maintenance Bond costs for the total lump sums of:

PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT – LUMP SUM NO PRICE ESCALATION

_____(In Words).

\$_____(In Figures).

Calendar Days for Substantial Completion: _____

Additional Calendar Days for Final Completion: _____

Total Calendar Days: _____

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line-item costs (extended to provide for total cost). Any discrepancy between the lump sum and the detailed costs shall be resolved in favor of the lower amount. In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format** (together, “**Schedule of Values**”). Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals. **FURTHER, THE SCHEDULE OF VALUES WILL BE USED FOR ANY OWNER AUTHORIZED CHANGE ORDERS FOR PRICING THE VALUE OF THE CHANGE ORDER.**

This proposal was made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

BID ALTERNATE 1: Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lump sums of:

PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT – LUMP SUM WITH PRICE ESCALATION PERMITTED PURSUANT TO APPENDIX A ATTACHED HERETO.

_____(In Words).

\$_____(In Figures).

Note: This lump sum amounts must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line-item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format** (together, “**Schedule of Values**”). Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals. **FURTHER, THE SCHEDULE OF VALUES WILL BE USED FOR ANY OWNER AUTHORIZED CHANGE ORDERS FOR PRICING THE VALUE OF THE CHANGE ORDER.**

This proposal was made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

APPENDIX A:
AMENDMENT NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT
POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

This Amendment No. 1 made this [] day of [] in the year 2025 is made contemporaneous with and supplements the Agreement dated [] between PTC Community Development District, OWNER

and

[], CONTRACTOR

for the following: **PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

Terms used in this Amendment, unless otherwise defined, shall have the same meaning as defined in the Agreement.

1. **POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.** As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). Any claim for price adjustment must be supported by clear documentation showing industry-wide impacts beyond Contractor's control. This Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.

2. **BASELINE PRICE AND TIME.** Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.

2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3. **ADJUSTMENT IN BASELINE PRICE.** If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. Failure to provide notice within this timeframe shall constitute a waiver of any claim for price adjustment. The Owner shall have the right to audit all documentation supporting any price adjustment claim. An adjustment in the pricing for Potentially Time and Price-Impacted Material shall not include any amount for markup, including overhead and profit.

3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. The Contract Price shall not be adjusted by more than ten percent (10%) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is attributable to any act or omission by the Owner, with documentation of such circumstances to be maintained in the ordinary course of business.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

4. **TIME-IMPACT AND AVAILABILITY** If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, and provided that

Contractor has implemented all reasonable mitigation measures and provided timely notice to Owner, the Contractor may request an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement, subject to Owner's review and approval. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER: PTC Community Development District

By _____

CONTRACTOR: []

By: _____

END OF DOCUMENT.

SCHEDULE A TO AMENDMENT NO. 1

POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment, and Contractor must provide documentation demonstrating the cost impact within 10 business days of becoming aware of such impact. Owner shall have the right to audit and verify all such documentation. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Potentially Time and Price-Impacted Material: [_____]

Baseline Price: \$[____]/[____] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: [_____]

2. Potentially Time and Price-Impacted Material:[_____]

Baseline Price: \$[____]/[____] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: [_____]

3. Potentially Time and Price-Impacted Material: [_____]

Baseline Price: \$[____]/[____] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: [_____]

4. Potentially Time and Price-Impacted Material:

Baseline Price: [____]/[____] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: [_____]

(Attach additional sheets as necessary)

PTC COMMUNITY DEVELOPMENT DISTRICT

REQUEST OR PROPOSALS

PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT

PART II. PROPOSAL FORM – (F) SCHEDULE

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones listed below and milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Construction Contract and set forth below, respectively.

CONSTRUCTION Double Branch Parkway	
Commence Double Branch Parkway	
Substantial Completion – Double Branch Parkway*	
Certification of Completion – Double Branch Parkway	
Total Project Timeline Completion	

*In addition to the Contract Documents requirement for an Engineer's Certificate citing substantial completion, site must be regraded to within 0.2', and disturbed areas stabilized to meet this definition.

For the Project, the number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: _____ (in words)
_____ (in figures).

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART II. PROPOSAL FORM – (G) LEGAL MATTERS**

- 1. List and describe any and all litigation, arbitration or claims filed by OR against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 2. List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

3. ***Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

4. ***Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()***

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

5. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes () No ()

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes () No ()

If yes, please describe the incident: _____

6. Safety at the project site is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the contract.

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PTC Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture

with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL IMMEDIATELY NOTIFY THE DISTRICT AND SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION WITHIN 30 DAYS. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR, AND THE DISTRICT MAY OFFSET SUCH COSTS AGAINST ANY AMOUNTS OWED TO CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, *FLORIDA STATUTES*, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[CONTINUED ON NEXT PAGE]

Dated this _____ day of _____, 2025.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PTC Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the PTC Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. If awarded the Contract, the entity will immediately notify the PTC Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this _____ day of _____, 2025.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____, a _____ (the "Contractor"), being duly sworn, under penalty of perjury and with personal knowledge of the facts herein, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of _____, who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 2025.

(Notary Seal)

Notary Public

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART II. PROPOSAL FORM – (H) AFFIDAVIT REGARDING PROPOSAL**

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Proposer**”) and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s Proposal (“**Proposal**”) provided in Proposal to PTC Community Development District’s (“**District**”) Request for Proposals – Project. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Pricing & Non-Collusion

4. The Proposer irrevocably agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals, without any right of withdrawal or modification. If awarded the contract on the basis of this Proposal, Proposer shall enter into and execute the contract in the form included in the Project Manual within **7 days of written notice from the District**. Failure to do so shall constitute a material breach and entitle the District to all available remedies, including but not limited to executing with the next ranked proposer and/or claiming against the proposal security.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer irrevocably acknowledges and warrants that (i) the Proposer has thoroughly read, fully understood, and unconditionally accepted the Project Manual; (ii) the Proposer has had a full and fair opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to all terms and conditions of the Project Manual without exception, including but not limited to the forms of contract, and affirmatively represents it is fully qualified and capable of entering into the contract, performing the Project and providing all required bonds and warranties contemplated herein; (iv) the Proposer knowingly, voluntarily and irrevocably waives any and all rights to challenge any matter relating to

the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; and (v) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER EXPRESSLY AND IRREVOCABLY AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT AND PROPOSER IS LIMITED TO THE TIMELINES FOR PROTEST SO STATED HEREIN.

11. The undersigned acknowledges that the opportunity to submit its Proposal for consideration by the District, is sufficient and adequate consideration (the receipt of which is hereby acknowledged) for the undersigned’s agreement to the terms and conditions of the Project Manual, including but not limited to this affidavit.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT. Dated this _____ day of _____, 2025.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT**

PART III. FORM OF AGREEMENT

This is attached separately and includes:

- a. Standard Form of Agreement
- b. General Conditions
- c. Supplemental Conditions
- d. Performance Bond
- e. Payment Bond
- f. Direct Purchase Documents
- g. Trench Safety Act Compliance Statement
- h. Trench Safety Act Compliance Cost Statement

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (A) STANDARD FORM OF AGREEMENT**

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (B) GENERAL CONDITIONS**

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (C) SUPPLEMENTAL CONDITIONS**

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (D) PERFORMANCE BOND
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: PTC Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
Phone: 561-571-0010

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein, provided that nothing in Section 255.05 shall be interpreted to limit or restrict any rights or remedies available to the Owner under this Bond, at law, or in equity.

Pasco County, Florida shall be a dual obligee under this bond, subject to the rider included by separate instrument.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

(Space is provided below for signatures of additional parties,
if required.)

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of

the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract. The Balance of the Contract Price may be reduced or set off by Owner for any claims, damages, or other costs incurred by Owner due to Contractor's performance or non-performance of the Contract. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in Pasco County, Florida and shall be instituted within four years after Contractor Default or within four years after Contractor ceased working or within four years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any terms of the Contract, including but not limited to defective work, delays, failure to pay subcontractors or suppliers, or violation of applicable laws and regulations.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to make undisputed payments to Contractor as required by the Contract after receiving proper documentation and following all contractual payment procedures.

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (E) PAYMENT BOND**

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: PTC Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
Phone: 561-571-0010

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein and shall control over any conflicting provisions in this Bond.

Pasco County, Florida shall be a dual obligee under this bond per the attached rider.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits within a reasonable time and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed. For disputed amounts, Claimant must provide detailed supporting documentation within 15 days of the dispute notification.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond plus reasonable attorneys' fees and costs incurred by Owner in enforcing the Bond, and the amount of this Bond shall be credited only for payments actually received by Claimants from Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they

agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, scope, price, or other modifications to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance and Payment Bond Number _____ executed concurrently with this rider ("**Bond**"), it is agreed that:

(insert name and address of Surety), as "**Surety**", and
(insert name and address of Principal), as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of PTC Community Development District, as primary "**Obligee**", in connection with the *Contractor Agreement* dated _____, 2025 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Oblige(e)s: Pasco County, Florida ("**Additional Obligee**"), subject to the conditions set forth below:

1. The Surety and Principal shall remain liable under the Bond to the primary Obligee and Additional Obligee regardless of any payment disputes or delays, provided that the primary Obligee or Additional Obligee has not materially breached the Construction Agreement. Any payment disputes shall be resolved through the dispute resolution procedures set forth in the Construction Agreement without affecting the Bond obligations.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligee, primary and Additional Obligee, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligee's rights hereunder are independent of any defenses Principal and/or Surety may have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. Any payment due under the Bond shall be made as directed by the primary Obligee, with notice to the Additional Obligee. The Surety shall not unreasonably withhold or delay any payment properly due under the Bond.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2025.

[Principal]

[Title]

[Surety]

[Title]

DUAL OBLIGEE RIDER

Bond Number _____
Rider Number _____

WHEREAS, _____, address _____, hereafter also called "Principal/Contractor", has entered into a written agreement with PTC Community Development District, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereafter also called "Obligee", for Double Branch Parkway Project located at Pasco Town Center, Highway 52 East, Pasco County, Florida, hereafter also called "Agreement", **copy attached and incorporated herein as Exhibit A**; and

WHEREAS, the Obligee, on behalf of PTC Boyette, LLC ("PTC Boyette"), has undertaken certain obligations pursuant to that certain Economic Development Agreement between PTC Boyette and Pasco County ("EDA") wherein Pasco County agrees to reimburse certain costs associated with the improvements set forth in the EDA, a portion of which are provided for in the Agreement, and the Obligee agreed to require a payment and performance bond as more specifically described in the EDA and Principal/Contractor provided said bond; and

WHEREAS, the Principal/Contractor by execution of this document, agrees to assume obligation for and agrees to perform all work and construct all improvements as provided in the Agreement and satisfy the payment and performance bond obligations set forth in in the EDA and according to all terms, requirements and conditions contained in the Agreement and this document; and

WHEREAS, as a condition to the approval of the plat title *Pasco Town Center Phase 1*, recorded in Plat Book 95, Page 48 et seq., of the Public Records of Pasco County, Florida, by Pasco County for the area of land within Pasco County to be known as Pasco Town Center Phase 1 (hereinafter, "Subdivision"), PTC Boyette agreed to complete the construction of all required, approved and/or dedicated improvements set forth therein, which consist of roads, drainage, sewer and water lines and all other improvements delineated per the Agreement in connection with the above said plat, hereinafter the "Improvements" (hereinafter, said required performance guarantee for the Improvements on the Pasco Town Center Phase 1 plat, the "Subdivision Performance Guarantee"); and

WHEREAS, the approval of said plat by the County was further conditioned upon the furnishing of an adequate surety to the County pursuant to Section 310 of the Pasco Land Development Code; and

WHEREAS, the Pasco Town Center Phase 1 plat contains two types of Improvements: one set is defined as the Infrastructure Project in the EDA and the second are defined as the basic required improvements for the Subdivision as defined in Section 310 of the Pasco County Land Development Code ("Required Improvements"); and

WHEREAS, those Required Improvements which are necessary for the Subdivision to function are not eligible for mobility fee/impact fee credits and are the responsibility of PTC Boyette and its successors and assigns and are part of the cost of development; accordingly, Pasco County is not responsible for payment in the event of a default; and

WHEREAS, Principal/Contractor, has, in conjunction with the Agreement and this document and on behalf of PTC Boyette and its successors and assigns, including but not limited to Double Branch Dev, Inc., agreed to fulfill the Subdivision Performance Guarantee as set forth herein and up to the limits provided herein; and

WHEREAS, Principal/Contractor, has, in conjunction with the Agreement and this document and on behalf of PTC Boyette, agreed to fulfill the Subdivision Performance Guarantee as set forth herein and up to the limits provided herein; and

WHEREAS, Principal/Contractor and Surety have previously made, executed and delivered to the Obligee their joint and several Performance and Payment Bond(s) No(s). _____, Penal Sum(s) \$ _____, hereafter also called "Bond", **copy(s) attached and incorporated herein as Exhibit B**; and

WHEREAS, the Obligee has requested that Pasco County, hereafter also called "Co-Obligee", having a material interest in performance under said Agreement, be named as a Co-Obligee on the Bond. The Obligee has also requested the Principal/Contractor and the Surety to join with the Obligee in the execution and delivery of this Rider and the Principal/Contractor and Surety have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the mutual exchange and receipt of which is hereby acknowledged, the undersigned agree to the following and hereby amend the aforesaid Bond as follows:

1. The undersigned agree that all of the statements contained in the above "Whereas" paragraphs are true and correct.
2. The name of Pasco County shall be added to the Bond as a named Co-Obligee.
3. The Principal/Contractor shall in all respects comply with Section 310 of the Pasco Land Development Code and all other applicable Federal and State laws and County ordinances, codes, regulations, terms and conditions pertaining to the approval of the said plat, these conditions being more specifically the completion of the construction of all required, approved, and/or dedicated roads, drainage, sewer and water improvements and all other items contemplated as Improvements as set forth in the Agreement; and
4. The Principal/Contractor shall submit a written request for an inspection of all Improvements consistent with the terms of the Agreement and the EDA.
5. The Surety and Principal Contractor shall not be liable under the Bond to the primary Obligee, the Additional Obligee, or any of them, unless the primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.
6. The aggregate liability of the Surety and Principal Contractor under the Bond to any or all of the Obligee, primary and Additional Obligee, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.
7. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligee jointly.
8. Upon issuance by the County Administrator or his designee of the Certificate of Completion for the Improvements, and the Board of County Commissioners release the Bond which shall be released upon satisfaction of the conditions herein and written confirmation from the Owner that all obligations have been satisfied, this obligation shall be void. Otherwise, it remains in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the Improvements to be made hereunder or in the plans, specifications, and schedules covering the same shall in any way affect the obligation of the said Surety on

this bond and the Surety does hereby waive notice of any such changes. It is further understood that should the County be required to institute legal proceedings in order to collect any funds under this bond, the venue shall be exclusively Pasco County, Florida and Principal/Contractor shall indemnify both the County and the Owner for any and all attorney's fees, court costs, and related expenses incurred in enforcing the obligations under this bond. Except, as herein modified, the Bond shall continue to be and remain in full force and effect according to the terms thereof.

Signed, sealed and dated this _____ day of _____, 2025.

Principal/Contractor
By: _____
Signature _____
Print Name _____
Title: _____
Date: _____

(SEAL)

PTC Community Development District

Obligee/Permittee
By: _____
Signature _____
Print Name _____
Title: _____
Date: _____

(SEAL)

Surety Name (Print)

By: _____
Signature Attorney-in Fact
Print Name _____
Title: _____
Date _____

*** Power Of Attorney Attached**

(SURETY SEAL)

Florida Licensed Agent Name (Print) *

Signature
Date _____
Florida License No. _____
Telephone No. _____

*** Power Of Attorney Attached**

*Above Signatory is also a Florida Licensed Agent (check if applicable and complete name, address and telephone number in block at right, if not, have such an agent countersign and complete block.)

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (F) DIRECT PURCHASE DOCUMENTS**

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (G) TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand and acknowledge that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will fully comply with The Trench Safety Act, and I will design, provide, maintain, inspect, and supervise trench safety systems at all trench excavations in excess of five feet in depth for this project. I accept full responsibility for compliance and workplace safety.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Project

_____ Dollars \$ _____
(Written) (Figures)

3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2025.

Contractor: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by _____ as _____ [title] of _____ [company name], who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath. Said person has authority to execute this document on behalf of the contractor.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART III. FORM OF AGREEMENT – (H) TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT Total			

[CONTINUED ON NEXT PAGE]

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

Dated this _____ day of _____, 2025.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART IV. TECHNICAL DOCUMENTS**

**PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. An interested firm must demonstrate a minimum of \$5 million in bonding capacity and have successfully completed at least five similar public infrastructure projects in the last three years exceeding two million dollars each, with at least two projects in Florida.

2. EXPERIENCE

(20 Points Possible)

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

3. PERSONNEL & EQUIPMENT

(15 Points Possible)

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

4. FINANCIAL CAPACITY

(10 Points Possible)

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

5. PRICE

(35 Points Possible)

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

6. SCHEDULE

(20 Points Possible)

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

100 Total Points Possible

PTC

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSALS DOCUMENTS FOR THE PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District Board of Supervisors (“Board”) hereby determines and finds that it is necessary, proper, and in the District’s best interests to competitively solicit construction services for its Double Branch Parkway Project (the “Project”) through a Request for Proposals (“RFP”) process ; and

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

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

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

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

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

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd day of October, 2025.

ATTEST:

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: RFP Notice
Instructions to Proposers
Evaluation Criteria

COMPOSITE EXHIBIT A
NOTICE OF REQUEST FOR PROPOSALS

PART I. (A) NOTICE OF REQUEST FOR PROPOSALS

PTC COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY
Pasco County, Florida

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

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available at the Pre-Bid Meeting scheduled **Tuesday, October 14, 2025 at 2:30 PM (EST) at the offices of Clearview Land Design, P.L., 3010 W Azele Street, Suite 150, Tampa, Florida 33609** or before such meeting upon request from Jordan Schrader at JordanS@clearviewland.com and Heather Meyer at Heather.Meyer@clearviewland.com. Please contact Heather Meyer to be added to the pre-bid meeting communication. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at Heather.Meyer@clearviewland.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. Additionally, interested firms must have MINIMALLY successfully completed at least five projects in the last three years of substantially similar scope and complexity that exceeded two million dollars in contract amount, have a minimum bonding capacity of 5 million dollars, and demonstrate successful experience working with Community Development Districts in Florida, along with being able to meet all other conditions of the Request for Proposal package. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

Firms desiring to provide services for the Project must submit an original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **November 18, 2025 at 2:00 PM (EST) (“Proposal Deadline”)**, to the offices of the District Engineer, c/o Clearview Land Design, P.L., 3010 W. Azele Street, Suite 150, Tampa, Florida 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation "PROPOSAL FOR PASCO TOWN CENTER DOUBLE BRANCH PARKWAY OF PTC CDD PROJECT." The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver under Chapter 190, *Florida Statutes*, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred twenty five percent (125%) of the value of the contract, with an A.M. Best rated surety carrier having a rating of A-VII or better (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

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

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

Any person requiring special accommodation to participate in this meeting is asked to advise the District Engineer's Office at (813) 223-3919, at least three (3) business days before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Office.

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

COMPOSITE EXHIBIT A (CONTINUED)
INSTRUCTIONS TO PROPOSERS

PART I. (B) INSTRUCTIONS TO PROPOSERS

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

General Instructions

1. OVERVIEW. PTC Community Development District (“**District**” or “**CDD**”), located in Pasco County, Florida, is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this “**Request for Proposals**” or “**RFP**”) proposals (“**Proposal(s)**”) for contractors (“**Proposer(s)**”) to provide labor, materials, equipment and construction services in connection with the first phase of development of PTC. This project comprises the Double Branch Parkway and primarily consists of site work, which consists of constructing, among other things, roads, utilities, including but not limited to water, sewer, potable water, pump station and related utility improvements, stormwater improvements, earthwork and grading, demolition, traffic signalization, landscape and irrigation and other improvements necessary for the planned community development (the “**Project**”). Contractor shall be responsible for all stake out and record plan drawing surveys, which must be performed by a Florida-licensed surveyor. All surveys and as-built drawings shall be provided to the District in both paper and digital format (AutoCAD) within 30 days of completion.

2. DUE DATE. Firms desiring to provide services for the Project must submit one (1) original and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **November 18, 2025, at 2:00 PM (EST) (“Proposal Deadline”)**, to the offices of the District Engineer, c/o Clearview Land Design, P.L. at 3010 W. Azeele Street, Suite 150, Tampa, Florida 33609 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time. The District may elect to transmit a MS Teams or other virtual invite upon request and in its discretion.

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

DATE/TIME	EVENT
October 10, 2025	RFP Notice is issued.
October 14, 2025 at 2:30 PM	RFP Project Manual available and Pre-Bid Meeting (in-person or virtual).
November 12, 2025 at 5:00 PM	Deadline for questions.
November 18, 2025 at 2:00 PM	Proposals submittal deadline and Public Bid Opening

**** Proposers may NOT enter the private property site and should review the site from existing public right-of-way.**

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

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Clearview Land Design, P.L., the District Engineer, at Heather.Meyer@clearviewland.com, with copies to jennifer@cddlattorneys.com, suitk@whhassociates.com, and lansfordj@whhassociates.com. No phone inquiries. All questions must be received no later than seven (7) calendar days prior to the Proposal Deadline to be considered. The District reserves the right to reject any questions submitted after this deadline. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Engineer at Heather.Meyer@clearviewland.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer's officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer's behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the County. ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

6. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and

addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

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

- A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, Sworn Statement Regarding Human Trafficking, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
 - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager/supervisor from someone other than individuals affiliated with the Proposer.
 - iv. Proposer shall include information about office location for each of the individuals provided in this section.
 - 2. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Quantity of each piece of equipment to be used.
 - iii. Whether the equipment is owned or leased/rented.
 - iv. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project.
 - v. The availability of the equipment to be mobilized on an expedited schedule and the timing associated with the same.

3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier's role in the Project.
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
 - iii. The subcontractor / supplier's geographic location.
 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
 - vi. Provide information regarding whether the subcontractors/suppliers are a Pasco County local business.
 4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Project. Identify the amount of each person's time that will be devoted to the Project.
 5. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken within the last three years along with relevant project information, including original contract amount, change order values, final contract amount and information related to starting and finishing schedule. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference from the firm.
 6. Describe previous or currently contracted work with other community development districts along with contact information from that community development district.
- D. Related Experience: A detailed list of the projects that best illustrates the experience of the Proposer and staff which will be assigned to the Project. List no more than ten projects and include only projects which were completed within the last five years. Provide the following information for each project listed:
1. Name and location of the project.
 2. The nature of the Proposer's responsibility on this project including project delivery method.
 3. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference.
 4. Size of project (dollar value and square footage of project).

5. Construction cost.
 6. Present status of the project and the date project was completed or is anticipated to be completed.
 7. Key professionals involved on listed project who would be assigned to this Project.
 8. The starting contract amount and the amount of the change orders (indicating whether additive or deductive) at the end of the project.
- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 2. Information regarding current contracts on hand.
 3. Information regarding contracts completed during the last three years.
 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
 5. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 125% of the amount of the Project, with such proof being in the form of a letter from a licensed surety company rated A-VIII or better by A.M. Best.
- F. Pricing for all work, with unit pricing in a detailed schedule of values. This schedule of values shall be used to price change orders, if any, and therefore must be sufficiently detailed.
- G. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- I. Information regarding whether the Proposer, or any of its proposed subcontractors/suppliers, is a Pasco County local business.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- L. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.

M. As referenced above, a list of any proposed changes to the contract form.

8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. The DISTRICT WILL ONLY CONSIDER PROPOSALS FROM PROPOSERS WITH AT LEAST FIVE PROJECTS THAT EXCEEDED \$2 MILLION IN THE LAST THREE YEARS SUBSTANTIALLY SIMILAR TO THE SCOPE OF THIS PROJECT AND THAT HAVE A MINIMUM OF \$5 MILLION IN BONDING CAPACITY.

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

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

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

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

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

13. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of 25% of the total pricing set forth in the Proposal, and

payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract, and upon seven (7) days written notice from the District. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

14. SUBMISSION OF PROPOSALS. Submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR PASCO TOWN CENTER DOUBLE BRANCH PARKWAY 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. Proposers may NOT enter the private property site and should review the site from existing public right-of-way.

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 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 and coordinate removal/relocation work provided by private utilities such as electrical power and telecommunication infrastructure. This shall also include the coordination of safety and protection associated with all aerial and underground facilities related to the work.
- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Project.

- I. Proposer shall work with the District to identify an acceptable staging area or areas but will be required to control and protect such area(s) with fencing and other means.
- J. Proposer shall provide turbidity barriers throughout the Project as required to ensure compliance with all NPDES and other legal requirements.
- K. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- L. All necessary construction-staking survey work must be provided by Proposer. This shall include all stake out and record plan drawing surveys.
- M. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“**ADA**”) Accessibility Guidelines, and local, state and federal laws.

Permits

19. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all construction permits and licenses required except for Pasco County Site Development permit, SWFWMD ERP, Pasco County & FDEP Utility Permits and FDOT permit. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

20. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to allow the District to enter into all agreements with material suppliers directly with the District. This saves the amount of the sales tax when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. Each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct

purchasing by the District. Proposer's warranties and performance bonds shall extend to cover all direct purchased materials, as though Proposer had selected and purchased the materials itself. Direct Purchases shall be coordinated with Proposer, and the Proposer shall agree beforehand on all direct purchase types and quantities. There will be no additional compensation (such as mark-ups) to the contractor for direct purchase items.

Contract Award & Protests

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

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

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

24. PAYMENT & PERFORMANCE BONDS.

- A. **Payment and Performance Bonds.** At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds in favor of the District and Pasco County as dual-obligees for one hundred twenty-five percent (125%) of the amount of the authorized work, with a bank, surety, or other financial institution acceptable to the District and Pasco County in their sole discretion, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide, and in accordance with Section 255.05, *Florida Statutes*. Proposer will also be required to execute the Dual Obligee Rider.
- B. **Maintenance Guarantee.** As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of 125% of the Proposer's total contract price. Further, as is required by the applicable Economic Development Agreement, upon completion of the Work (as defined in the Contract Documents) and final acceptance by Pasco County and/or FDOT, as applicable, in accordance with the Pasco County Engineering Inspections Division certification as required, the Contractor shall guarantee that the Pasco County improvements included in the Project specified herein and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three years ("**Maintenance Period**") and include Pasco County land development code provisions in its joint obligee rider to the County. Accordingly, Contractor shall provide a maintenance guarantee valid for such Maintenance Period, and the monetary amount that shall be available to the District and the Pasco County Board of County Commissioners under the terms of such guarantee shall equal fifteen percent (15%) of the cost of the Pasco County (but not FDOT) improvements included in this Project ("**Maintenance Guarantee**"). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the Maintenance Guarantee in accordance with the procedures required by Pasco County and in accordance with the Economic Development Agreement.

25. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, Pasco County, FDOT, PTC Boyette, LLC, Double Branch Dev, Inc. and their respective members, parents, partners, Board members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposal and/or this RFP and solely to the extent directly caused by the proven negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give

the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

26. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

27. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in Proposal to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the Proposer shall indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

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

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office and with District Counsel, by no later than **72 hours after receipt of this Project Manual**. District Counsel's office is located at c/o Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a

protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

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

Special Considerations

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

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

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

COMPOSITE EXHIBIT A (CONTINUED)
EVALUATION CRITERIA

PTC COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. An interested firm must demonstrate a minimum of \$5 million in bonding capacity and have successfully completed at least five similar public infrastructure projects in the last three years exceeding two million dollars each, with at least two projects in Florida.

2. EXPERIENCE

(20 Points Possible)

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

3. PERSONNEL & EQUIPMENT

(15 Points Possible)

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

4. FINANCIAL CAPACITY

(10 Points Possible)

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

5. PRICE

(35 Points Possible)

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

6. SCHEDULE

(20 Points Possible)

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

100 Total Points Possible

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS A**

CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 18 day of September 2025, by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, 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 (the “**District**”); and

NV5, INC., a Delaware corporation authorized to conduct business in the State of Florida, with a mailing address of 200 South Park Road, Suite 350, Hollywood, Florida 33021 (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

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

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined the Engineer as one of the most qualified firms to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board, only as requested in writing.
 - ii. Providing professional engineering services as authorized by the Board through written work authorizations, which may include review of **documents under the District's Trust Indentures and monitoring and contract administration** associated with District projects, as well as performance of other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
 - ii. **Processing of contractor's pay estimates.**
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.
- d. For authorized engineering services provided pursuant to this Agreement that require geotechnical engineering services, Engineer agrees to utilize the **District's geotechnical engineer for such services at no additional markup or fee** to the District.
- e. Engineer is not responsible for delay caused by activities or factors beyond Engineer's reasonable control, including but not limited to, delays by reason of

strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of the District to furnish timely information or approve or disapprove of Engineer's services or instruments of service promptly, faulty performance by the District or other contractors or governmental agencies.

2. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It will design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and will, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in their professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A ("Work Authorization")**. Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and

other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. BOOKS AND RECORDS. Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida’s public records retention laws). The District, or its authorized representative, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) will be and remain the sole and exclusive

property of the District when developed and will be considered work for hire. **Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.** This excludes any intellectual property or materials previously owned by Engineer prior to the work and not paid for by the District or released/assigned to the District by Engineer or another party for consideration paid.

- b. Engineer will deliver all Work Product to the District upon completion thereof **unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time.** Upon early termination of Engineer's services hereunder, Engineer will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will retain copies of the Work Product for its permanent records, provided the Work Product is not used without **the District's prior** express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District will indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District will have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer **will be at the District's sole risk and without liability or legal exposure to Engineer.** All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$3,000,000

Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer will, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties on a primary and non-contributory basis, **except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance** both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer 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, Engineer will pay the cost for that required insurance plus a 15% administrative fee and will **furnish, upon demand, all information that may be required in connection with the District’s** obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.

13. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement or such longer period as required by law, have access to and the right to examine, audit, and copy any books, documents, papers, electronic data, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records will be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent that a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed either (1) the sum of Three Million Dollars (\$3,000,000) and Engineer will carry, at his own expense, insurance in a company satisfactory to the District to cover the aforementioned liability, or (2) the total compensation paid by the District to Engineer pursuant to this Agreement, whichever is higher. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.

17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. EMPLOYMENT VERIFICATION. Engineer agrees that it will bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer will maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District will promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, will promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld in the District's sole and absolute discretion. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Pasco County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer will not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer will not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the parties, as follows:

A. If to the District: PTC Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
suitk@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
jennifer@cddlwyers.com

B. If to Engineer: NV5, Inc.
200 South Park Road, Suite 350
Hollywood, Florida 33021
Attn: Jason P. Mahoney, P.E.
jason.mahoney@NV5.com

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


32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together will constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

34. ANTI-HUMAN TRAFFICKING. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:

26A7C23F73E3430...
Chairperson / Vice Chairperson,
Board of Supervisors

NV5, INC.

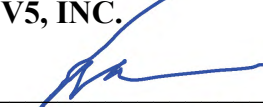

By: Robert J. Walpole
Its: COO

Exhibit A: Form of Work Authorization
Exhibit B: Hourly Fee Schedule

EXHIBIT A
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

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

Dear Chairperson, Board of Supervisors:

NV5, Inc. (“Engineer”) is pleased to submit this work authorization to provide engineering services for PTC Community Development District (the “District”). We will provide these services pursuant to our current agreement dated _____, 2025 (“Engineering Agreement”) as follows:

I. Scope of Work

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

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse Engineer all reasonable and documented 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 \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

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

APPROVED AND ACCEPTED

Sincerely,

PTC
Community Development District

NV5, Inc.

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT B
Hourly Fee Schedule

PTC

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ⁴ ____ day of September 2025, by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, 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 (the “**District**”); and

POULOS & BENNETT, LLC, a Florida limited liability company, with a mailing address of 2602 E. Livingston Street, Orlando, Florida 32803 (the “**Engineer**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

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

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined the Engineer as one of the most qualified firms to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board, only as requested in writing.
 - ii. Providing professional engineering services as authorized by the Board through written work authorizations, which may include review of **documents under the District's Trust Indentures and monitoring and contract administration** associated with District projects, as well as performance of other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
 - ii. **Processing of contractor's pay estimates.**
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District **and any contractor(s) in which Engineer is named as owner's representative or "Engineer."**
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.
- d. For authorized engineering services provided pursuant to this Agreement that require geotechnical engineering services, Engineer agrees to utilize the **District's geotechnical engineer for such services at no additional markup or fee** to the District.

2. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It will design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and will, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in their professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A ("Work Authorization")**. Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. BOOKS AND RECORDS. Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida’s public records retention laws). The District, or its authorized representative, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) will be and remain the sole and exclusive property of the District when developed and will be considered work for hire. **Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.**
- b. Engineer will deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s

services hereunder, Engineer will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will retain copies of the Work Product for its permanent records, provided the Work Product is **not used without the District's prior** express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District will indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District will have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer **will be at the District's sole risk and without liability or legal exposure to Engineer.** All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	

Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$3,000,000

Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer will, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties on a primary and non-contributory basis, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer 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, Engineer will pay the cost for that required insurance plus a 15% administrative fee and will furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.

13. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement or such longer period as required by law, have access to and the right to examine, audit, and copy any books, documents, papers, electronic data, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records will be maintained until an

audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION AND LIMITATIONS OF LIABILITY.

- a. *Indemnification.* Engineer agrees to indemnify, defend (except for professional liability claims), and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, or omissions by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars (\$3,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to the District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.
- b. *Limitations of Liability.* Neither party shall be liable to the other party for indirect, consequential, special, incidental, collateral, exemplary or punitive damages, regardless of the form of the action or the theory of recovery, even if such party has been advised of the possibility of such damages. Except as limited by applicable law, the total aggregate liability of Engineer to the District for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the greater of (1) the proceeds of Engineer's available liability insurance required under this Agreement for coverage of any Claims or (2) the compensation paid by the District to Engineer pursuant to this Agreement, whichever is higher.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.

17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District

and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. EMPLOYMENT VERIFICATION. Engineer agrees that it will bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with

a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer will maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District will promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, will promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld in the District's sole and absolute discretion. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Pasco County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause **upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent** of the District to terminate the contract, Engineer will not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer will not be entitled to consequential damages of any kind (including but not limited to **lost profits**), **but instead Engineer's sole remedy will be to recover payment for services rendered** to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to **recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.**

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") **shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid,** or sent via electronic mail with read receipt to the parties, as follows:

A. If to the District: PTC Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
suitk@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
jennifer@cddlwyers.com

B. If to Engineer: Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, Florida 32803
Attn: R. Lance Bennett, P.E.
lbennett@poulosandbennett.com

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

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together will constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

34. ANTI-HUMAN TRAFFICKING. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:

Michael Wolf

26A7C23F73E3430...

Chairperson / Vice Chairperson,
Board of Supervisors

POULOS & BENNETT, LLC

Signed by:

Lance Bennett

E15DDC1872614A7

By: Lance Bennett

Its: Partner

Exhibit A: Form of Work Authorization

Exhibit B: Hourly Fee Schedule

EXHIBIT A
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

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

Dear Chairperson, Board of Supervisors:

Poulos & Bennett, LLC (“Engineer”) is pleased to submit this work authorization to provide engineering services for PTC Community Development District (the “District”). We will provide these services pursuant to our current agreement dated _____, 2025 (“Engineering Agreement”) as follows:

I. Scope of Work

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

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse Engineer all reasonable and documented 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 \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

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

APPROVED AND ACCEPTED

Sincerely,

PTC
Community Development District

Poulos & Bennett, LLC

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT B
Hourly Fee Schedule

EXHIBIT "B"
POULOS & BENNETT, LLC
2025 HOURLY RATE SCHEDULE

	2x Std Rate
EXPERT WITNESS	
PRINCIPAL	\$300
EXECUTIVE TEAM LEADER	\$275
PRACTICE TEAM LEADER	\$260
PROFESSIONAL SURVEYOR & MAPPER	\$250
SENIOR PROJECT MANAGER	\$240
PLANNING TEAM LEADER	\$235
SURVEY FIELD CREW (3) PERSON	\$230
SENIOR PROJECT ENGINEER	\$230
PROJECT MANAGER	\$200
PROJECT MANAGER – DEVELOPMENT SERVICES	\$190
PROJECT MANAGER – SURVEY	\$190
SURVEY FIELD CREW (2) PERSON / PARTY CHIEF	\$185
SENIOR SUBSTATION DESIGNER	\$185
GIS MANAGER	\$175
SENIOR PLAT MANAGER	\$160
PROJECT ENGINEER	\$160
SENIOR PLANNER	\$155
CAD MANAGER	\$155
DEVELOPMENT COORDINATOR	\$150
SENIOR CAD DESIGNER	\$150
SENIOR COMMUNITY DESIGNER	\$150
PROJECT PLANNER	\$145
PLANNING / 3D GRAPHICS TECHNICIAN	\$145
PLAT MANAGER	\$140
STAFF ENGINEER	\$140
GIS ANALYST	\$135
SENIOR PROJECT COORDINATOR	\$135
CAD TECHNICIAN – SURVEY	\$135
CAD TECHNICIAN	\$125
STAFF PLANNER	\$120
PROJECT COORDINATOR	\$110
ADMINISTRATIVE ASSISTANT	\$85
ENGINEERING INTERN	\$75

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS C**

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CI**

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, FL 32301
Attention: Jennifer Kilinski, Esq.

ACKNOWLEDGEMENT OF ASSIGNMENT OF REIMBURSEMENT PROCEEDS

This **ACKNOWLEDGMENT OF ASSIGNMENT OF REIMBURSEMENT PROCEEDS** (the “**Acknowledgment**”) is made and entered into as of September 15, 2025, by and between PTC Boyette, LLC (the “**Landowner**”) and PTC Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”) and together with the Landowner, sometimes the “**Parties**”).

A. The Landowner is the owner of certain lands located within the boundaries of the District.

B. The District has contracted for the delivery of McKendree Road Phase 1 (“**Project**”) which also benefits Landowner property.

C. The Landowner has agreed pursuant to an agreement with an adjacent landowner, Abbey Crossing, for reimbursement of a portion of the Project costs in the amount of approximately \$1,900,000.00 (“**Reimbursement**” and the applicable agreement, the “**Reimbursement Agreement**”).

D. The Landowner hereby irrevocably assigns and transfers all of its right, title, and interest in and to the Reimbursement to the District, and the District hereby accepts such assignment of the Reimbursement.

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

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

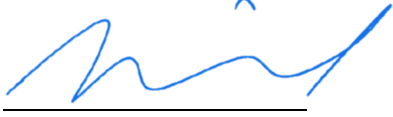
2. Reimbursement. Landowner will submit to the District the Reimbursement within ten (10) days of receipt.

3. Representations and Warranties. The Landowner represents and warrants that: (a) it has full authority to assign the Reimbursement to the District; (b) no prior assignment of the Reimbursement exists; (c) no other party has any right, title or interest in the Reimbursement; and (d) it will not take any action that would impair or interfere with the District's rights under this Acknowledgment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed the day and year first above written.


PTC COMMUNITY DEVELOPMENT DISTRICT

By: 

Name: Michael Wolf

Title: Chairperson, Board of Supervisors

DOUBLE BRANCH DEV INC.

By: 

Name: Sean Froelich

Title: President

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CII**

This instrument was prepared by and
upon recording should be returned to:

Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, FL 32301
Attn: Jennifer Kilinski, Esq.

(This space reserved for Clerk)

ADDENDUM TO ACKNOWLEDGEMENT OF ASSIGNMENT OF REIMBURSEMENT PROCEEDS

22 This **ADDENDUM TO ACKNOWLEDGMENT OF ASSIGNMENT OF REIMBURSEMENT PROCEEDS** (the “**Addendum**”) is made and entered into as of September __, 2025, by and between PTC Boyette, LLC (the “**Landowner**”) and PTC Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**” and together with the Landowner, sometimes the “**Parties**”).

A. The Parties previously executed that certain Acknowledgement of Assignment of Reimbursement Proceeds, dated August 2025 (the “**Acknowledgment**”), incorporated herein by this reference and such terms capitalized herein shall have the meaning given to them in the Acknowledgment; and

B. The Parties desire to amend the Acknowledgment with this Addendum to update the Reimbursement amount for a portion of the Project costs to include an additional amount of \$972,000.00, for a total Reimbursement amount of \$2,872,000.00; and

C. The Landowner hereby irrevocably assigns and transfers all of its right, title, and interest in and to the Reimbursement to the District, and the District hereby accepts such assignment of the Reimbursement.

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

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.


2. Reimbursement. The Landowner will submit to the District the Reimbursement within ten (10) days of receipt.

3. Representations and Warranties. The Landowner represents and warrants that: (a) it has full authority to assign the Reimbursement to the District; (b) no prior assignment of the Reimbursement exists; (c) no other party has any right, title or interest in the Reimbursement; and (d) it will not take any action that would impair or interfere with the District’s rights under this Addendum.

4. Capitalized Terms. Any capitalized terms used in this Addendum, which are not defined herein, shall have the meanings ascribed to them in the Acknowledgment. Except as expressly modified by this Addendum, the Acknowledgment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed the day and year first above written.

PTC COMMUNITY DEVELOPMENT DISTRICT

Signed by:

By: 26A7C23F73E3430...
Name: Michael Wolf
Title: Chairperson, Board of Supervisors

DOUBLE BRANCH DEV INC.

Signed by:

By: 68E78D14E80E4B1...
Name: Sean Froelich
Title: President

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2025**

	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	\$ 2,566	\$ -	\$ -	\$ -	\$ -	\$ 2,566
Investments						
Revenue	-	49,697	351,144	-	-	400,841
Reserve - encumbered	-	1,605,561	2,589,165	-	-	4,194,726
Reserve - available	-	863,633	1,208,213	-	-	2,071,846
Prepayment	-	30,735	1,565,923	-	-	1,596,658
Capitalized interest - encumbered	-	894,706	1,339,595	-	-	2,234,301
Capitalized interest - available	-	232,047	249,501	-	-	481,548
Construction - available	-	-	-	1,728,592	5,330,843	7,059,435
Cost of issuance	-	9,762	18,513	-	-	28,275
Retainage	-	-	-	4,475	6,629	11,104
Due from Landowner	39,308	-	-	-	-	39,308
Due from capital projects fund 2023B	-	-	-	1,965,655	-	1,965,655
Utility deposit	37,192	-	-	-	-	37,192
Total assets	<u>\$ 79,066</u>	<u>\$3,686,141</u>	<u>\$ 7,322,054</u>	<u>\$ 3,698,722</u>	<u>\$ 5,337,472</u>	<u>\$20,123,455</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 36,523	\$ -	\$ -	\$ -	\$ -	\$ 36,523
Contracts payable	-	-	-	31,155	-	31,155
Retainage payable	-	-	-	157,372	207,008	364,380
Tax payable	306	-	-	-	-	306
Due to capital projects fund 2023A	-	-	-	-	1,965,655	1,965,655
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>42,829</u>	<u>-</u>	<u>-</u>	<u>188,527</u>	<u>2,172,663</u>	<u>2,404,019</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	39,308	-	-	-	-	39,308
Total deferred inflows of resources	<u>39,308</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,308</u>
Fund balances:						
Restricted for:						
Debt service	-	3,686,141	7,322,054	-	-	11,008,195
Capital projects	-	-	-	3,510,195	3,164,809	6,675,004
Unassigned	(3,071)	-	-	-	-	(3,071)
Total fund balances	<u>(3,071)</u>	<u>3,686,141</u>	<u>7,322,054</u>	<u>3,510,195</u>	<u>3,164,809</u>	<u>17,680,128</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 79,066</u>	<u>\$3,686,141</u>	<u>\$ 7,322,054</u>	<u>\$ 3,698,722</u>	<u>\$ 5,337,472</u>	<u>\$20,123,455</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 45,556	\$ 162,597	\$ 316,903	51%
Total revenues	<u>45,556</u>	<u>162,597</u>	<u>316,903</u>	
EXPENDITURES				
Professional & administrative				
Supervisors	1,076	4,952	6,459	77%
Management/admin/recording	4,000	44,000	48,000	92%
Legal	14,660	28,600	25,000	114%
Engineering	124	1,549	2,000	77%
Audit	3,905	3,905	5,000	78%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	625	6,875	7,500	92%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	458	5,042	5,500	92%
Telephone	17	183	200	92%
Postage	10	334	500	67%
Printing & binding	42	458	500	92%
Legal advertising	1,317	1,796	1,700	106%
Annual special district fee	-	-	175	0%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	81	1,214	500	243%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>26,315</u>	<u>105,021</u>	<u>115,749</u>	
Field Operations				
Management	-	-	4,500	0%
Landscape Maint.				
Maintenance contract	10,982	76,874	100,000	77%
Plant replacement	-	-	2,500	0%
Annuals	-	-	2,000	0%
Mulch	-	-	4,000	0%
Irrigation repairs	-	-	1,500	0%
Aquatic maintenance:				
Maintenance contract	1,700	13,600	36,000	38%
Lake/pond bank maintenance	-	-	2,500	0%
Wetland mitigation buffer maintenance	-	-	5,000	0%
Utility:				
Reclaimed domestic irrigation	-	-	7,800	0%
Electric service	1,387	5,903	4,200	141%
Connection Fee	-	65		
Street lights - collector roads	-	-	12,434	0%
Sidewalk repairs and maintenance	-	-	500	0%

**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Street sign repair & replacement	-	-	1,200	0%
Telephone fax & internet	-	-	1,020	0%
Wildlife management services	-	-	2,500	0%
Dog waste station supplies & service	-	-	2,250	0%
Power washing	-	-	1,250	0%
Miscellaneous	-	-	10,000	0%
Total field operations	<u>14,069</u>	<u>96,442</u>	<u>201,154</u>	
Other fees & charges				
Property appraiser/tax collector	-	150	-	N/A
Total other fees & charges	<u>-</u>	<u>150</u>	<u>-</u>	N/A
Total expenditures	<u>40,384</u>	<u>201,613</u>	<u>316,903</u>	
Excess/(deficiency) of revenues over/(under) expenditures	5,172	(39,016)	-	
Fund balances - beginning	<u>(8,243)</u>	<u>35,945</u>	<u>-</u>	
Fund balances - ending	<u><u>\$ (3,071)</u></u>	<u><u>\$ (3,071)</u></u>	<u><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 AUGUST 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 194,842	0%
Interest	13,237	125,765	-	N/A
Unrealized gain/(loss)	-	47,470	-	N/A
Total revenues	<u>13,237</u>	<u>173,235</u>	<u>194,842</u>	
EXPENDITURES				
Debt service				
Prepayment	-	60,000	-	N/A
Interest	-	2,099,500	2,101,450	100%
Total debt service	<u>-</u>	<u>2,159,500</u>	<u>2,101,450</u>	
Excess/(deficiency) of revenues over/(under) expenditures	13,237	(1,986,265)	(1,906,608)	104%
Fund balances - beginning	<u>3,672,904</u>	<u>5,672,406</u>	<u>6,422,860</u>	
Fund balances - ending	<u>\$ 3,686,141</u>	<u>\$ 3,686,141</u>	<u>\$ 4,516,252</u>	

PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023B
FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 262,926	0%
Assessment prepayments	1,557,267	1,557,267	-	N/A
Interest	20,699	192,618	-	N/A
Unrealized gain/(loss)	-	88,880	-	N/A
Total revenues	<u>1,577,966</u>	<u>1,838,765</u>	<u>262,926</u>	
EXPENDITURES				
Debt service				
Prepayment	-	2,225,000	-	N/A
Interest	-	2,943,594	3,013,125	98%
Total debt service	<u>-</u>	<u>5,168,594</u>	<u>3,013,125</u>	
Excess/(deficiency) of revenues over/(under) expenditures	1,577,966	(3,329,829)	(2,750,199)	121%
Fund balances - beginning	<u>5,744,088</u>	<u>10,651,883</u>	<u>9,656,384</u>	
Fund balances - ending	<u>\$ 7,322,054</u>	<u>\$ 7,322,054</u>	<u>\$ 6,906,185</u>	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5,725	\$ 108,078
Misc. Income	1,949,152	1,949,152
Total revenues	<u>1,954,877</u>	<u>2,057,230</u>
EXPENDITURES		
Construction costs	<u>247,190</u>	<u>4,384,393</u>
Total expenditures	<u>247,190</u>	<u>4,384,393</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,707,687	(2,327,163)
Fund balances - beginning	<u>1,802,508</u>	<u>5,837,358</u>
Fund balances - ending	<u><u>\$ 3,510,195</u></u>	<u><u>\$ 3,510,195</u></u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023B
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 15,855	\$ 392,637
Total revenues	<u>15,855</u>	<u>392,637</u>
EXPENDITURES		
Construction costs	<u>325,153</u>	<u>5,767,218</u>
Total expenditures	<u>325,153</u>	<u>5,767,218</u>
Excess/(deficiency) of revenues over/(under) expenditures	(309,298)	(5,374,581)
Fund balances - beginning	<u>3,474,107</u>	<u>8,539,390</u>
Fund balances - ending	<u><u>\$ 3,164,809</u></u>	<u><u>\$ 3,164,809</u></u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

6

PTC COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
12724 Smith Road, Dade City, Florida 33525		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2025	Special Meeting	11:00 AM
October 24, 2025	Regular Meeting	11:00 AM
November 21, 2025	Special Meeting	11:00 AM
November 28, 2025*	Regular Meeting	5:00 PM
December 26, 2025*	Regular Meeting	5:00 PM
January 23, 2026	Regular Meeting	11:00 AM
February 27, 2026	Regular Meeting	11:00 AM
March 27, 2026	Regular Meeting	11:00 AM
April 24, 2026	Regular Meeting	11:00 AM
May 22, 2026	Regular Meeting	11:00 AM
June 26, 2026	Regular Meeting	5:00 PM
July 24, 2026	Regular Meeting	5:00 PM
August 28, 2026	Regular Meeting	11:00 AM
September 25, 2026	Regular Meeting	11:00 AM
<i>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.</i>		