

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

January 23, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

PTC

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

PTC Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

<https://ptccdd.net/>

January 16, 2026

Board of Supervisors
PTC Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Regular Meeting on January 23, 2026 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. Consideration of Town Park Communities FL, LLC Cost Share Agreement [Lot E Townhomes]
4. Consideration of Withlacoochee River Electric Cooperative, Inc. Easement [Tract W1]
5. Consideration of Bill of Sale [Pasco Town Center McKendree Road 1st Extension]
6. Discussion: Burgess Civil, LLC Construction Contract [Double Branch Parkway]
7. Consideration of Resolution 2026-04, Ratifying the Actions of the District Manager in Redesignating the Date, Time, And Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
8. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
9. Ratification Items
 - A. Mortensen Engineering, Inc. Work Authorization Number 13 [Double Branch Parkway]
 - B. Clearview Land Design, P.L. Work Authorization 4 [Double Branch Parkway 1st Extension]
 - C. Acquisition of Phase 1 Work Product and Improvements

- D. Burgess Civil, LLC Acknowledgement [Revised Rider]
- E. RIPA and Associates, LLC Change Order No. 4 [McKendree Road First Extension]
- F. Withlacoochee River Electric Cooperative, Inc. Street/Outdoor Lighting Agreement (New Lighting) and Invoice

10. Acceptance of Unaudited Financial Statements as of December 31, 2025

11. Approval of Minutes

- A. November 18, 2025 Special Public Meeting
- B. November 21, 2025 Special Meeting

12. Staff Reports

- A. District Counsel: *Kilinski / Van Wyk PLLC*
- B. District Engineer: *Clearview Land Design, P.L.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 27, 2026 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 SINK	<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

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

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

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

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT (“Agreement”) is made effective this ____ day of December 2025, by and between:

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

TOWN PARK COMMUNITIES FL, LLC, a Delaware limited liability company, the owner and/or developer of certain lands within the District, whose mailing address is 835 N. Congress Avenue, Evansville, Indiana 47715 (“Landowner” and together with the District, the “Parties,” and each individually, a “Party”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating, and/or maintaining certain public infrastructure improvements; and

WHEREAS, the District has commenced or will commence its Double Branch Parkway Project (the “Project”) as part of its Capital Improvement Plan; and

WHEREAS, the Landowner is the owner and/or developer of certain lands located within the boundaries of the District upon which property the Landowner is developing private improvements (“Private Improvements”); and

WHEREAS, the Project and Private Improvements require construction engineering and inspection (“CEI”) services, which CEI services are to be provided by Clearview Land Design, P.L. (“Engineer”) for the respective projects; and

WHEREAS, the Engineer has provided a single scope of work for the CEI services, which identifies the proportionate cost of the CEI services to be provided for the Project and the Private Improvements, as further described at **Exhibit A** attached hereto and incorporated herein by this reference (the “Work”), and the District has entered into or will enter into a written agreement with the Engineer for the performance of the Work; and

WHEREAS, the Parties desire to memorialize their agreement for the District to invoice the Landowner for the Landowner’s proportionate share of the Work, and for the District to pay the Engineer from such funds provided by the Landowner for the Private Improvements portion of the Work.

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

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

2. FUNDING OF PRIVATE IMPROVEMENTS. The Landowner agrees to make available to the District such monies as are necessary to pay the Engineer for the Work related to the Private Improvements

as identified in **Exhibit A**. The total amount for the Work allocated to the Private Improvements is Forty-Three Thousand, Five Hundred Dollars (\$43,500), in addition to engineering supervision for the Work not-to-exceed Five Thousand Dollars (\$5,000) in accordance with the hourly rate presented in **Exhibit A**, for a total maximum Payment amount of Forty-Eight Thousand, Five Hundred Dollars (\$48,500) (“Payment”). The Landowner will make such funds for the Payment available within fifteen (15) business days of a written request by the District. Any written request by the District's construction manager, CH II Management, LLC, shall be deemed a request by the District for purposes of this provision. The District shall not pay for any portion of the Payment or the Work attributable to the Private Improvements at any time. If the District makes any accidental or other payment to the Engineer for Work attributable to the Private Improvements, the Landowner shall reimburse the District for such payment within fifteen (15) business days of receiving an invoice from the District. The funds shall be placed in the District's construction account with such depository as determined by the District. The District will invoice the Landowner in accordance with the following schedule, which schedule may be amended from time to time upon written notice to the Landowner and with the Landowner's written consent within 10 (ten) business days of receipt of such request and such consent not to be unreasonably withheld. Failure to respond in ten (10) business days shall be deemed consent to modification of the schedule as presented by the District:

- A. Twenty-five percent (25%) of the total Payment amount (\$48,500) to be invoiced upon issuance of the site placard from Pasco County, Florida for the Private Improvements.
- B. Twenty-five percent (25%) of the Payment to be invoiced upon contractor submission of twenty-five percent (25%) complete payment application for the Private Improvements.
- C. Twenty-five percent (25%) of the Payment to be invoiced upon contractor submission of fifty percent (50%) complete payment application for the Private Improvements.
- D. Twenty-five percent (25%) of the Payment to be invoiced upon contractor submission of seventy-five percent (75%) complete payment application for the Private Improvements.

3. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any previous discussions, understandings and agreements between the Parties relating to the cost sharing for the Work. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the Parties hereto.

4. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

5. NOTICES. All notices, requests, consents and other communications hereunder (the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail, or overnight delivery service, 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

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: Town Park Communities FL, LLC
835 N. Congress Avenue

Evansville, Indiana 47715
Attn: _____

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

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

7. DEFAULTS; APPLICABLE LAW AND VENUE.

- A. Failure by either Party to perform each and every one of its material obligations hereunder, which failure continues uncured after the notice and cure period provided in Section 7.C., shall be a default, entitling the non-defaulting Party to pursue whatever remedies are available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance, but not punitive, special, or consequential damages.
- B. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party to this Agreement.
- C. Each Party shall give the other Party written notice of any defaults hereunder and shall allow the defaulting Party not less than five (5) business days from the date of receipt of such notice to cure monetary defaults and not less than thirty (30) days to cure non-monetary defaults, or such longer period as is reasonably necessary if the non-monetary default cannot reasonably be cured within thirty (30) days and the defaulting Party is diligently pursuing such cure.
- D. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Pasco County, Florida.
- E. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and legal assistants' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

F. The Landowner hereby acknowledges that the District has Prompt Payment Act responsibilities under the law; failure to make timely payments to the District provided for hereunder will result in additional fines and penalties payable solely by the Landowner if so incurred.

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

IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, GILLYARDD@WHASSOCIATES.COM.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall constitute or be construed as a waiver of the District's immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

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

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall

constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may execute and exchange by email signed counterparts of this Agreement (i.e., via Portable Document Format (a.k.a. PDF) or DocuSign), and such electronically transmitted copies shall be deemed legal, binding originals for all purposes.

13. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner 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*. The Landowner agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

PTC COMMUNITY DEVELOPMENT DISTRICT

Chairperson/Vice Chairperson, Board of Supervisors

TOWN PARK COMMUNITIES FL, LLC

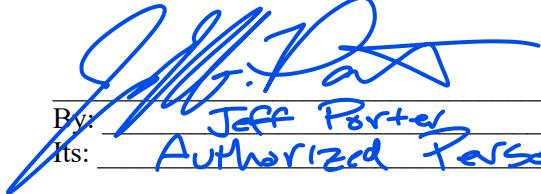
By: 
Its: Jeff Porter
Authorized Person

Exhibit A: Scope of Work

Exhibit A

Scope of Work



December 5, 2025

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

**RE: Double Branch Parkway 1st Extension (with Lot E Residential)
Inspection, Certification, & Plat Processing Proposal**

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

Our services under this proposal will be as follows:

PROJECT DESCRIPTION:

Clearview will provide Construction Phase Services for Double Branch Parkway 1st Extension.

Double Branch Parkway will be constructed concurrently with the adjacent Lot E residential project. The Parkway will be platted, inspected, and certified together with the adjacent Lot E residential project. It is our understanding the master developer will reimburse the CDD for the pro-rata share of services associated with the adjacent Lot E residential project. This proposal includes a pro-rata share for Lot E as outlined below in the fee summary.

PROJECT ASSUMPTIONS:

1. This proposal is based on the current Lot E schedule and contract with Burgess Civil.
2. This proposal covers the minimum Pasco County and other governmental agency requirements with limited field observations. This proposal does not include full-time Construction Engineering and Inspection (CEI) services.
3. This proposal is based on one (1) inspection, certification, and plat phase.

SCOPE OF SERVICES:

A. CONSTRUCTION INSPECTION & CERTIFICATIONS:

1. **Inspection & Observation Phase Services:**
 - a. Current minimum Pasco County and other governmental construction observation and certifications of site work during construction. No full-time inspection shall be provided on the project; however, the site inspector will visit the site routinely when construction activities are taking place. Further, he will be on call for meetings as requested by the Owner and/or Contractor.
 - b. Participate in a pre-construction meeting.
 - c. Review and process Contractor's shop drawings and requests for information (RFI's).
 - d. Review geotechnical test reports for compliance with Pasco County specifications.
 - e. Review and process Contractor's monthly pay applications.
2. **Testing & Certification Phase Services:**
 - a. Review as-built information provided by the surveyor.
 - b. **As-Built Survey & Record Drawings to be provided by GeoPoint Surveying, Inc.**

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

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

3010 W. Azeele Street, Suite 150 Tampa, FL 33609 • Phone: (813) 223-3919

B. PLAT PROCESSING & ASSISTANCE:

1. **Plat Processing:**
 - a. Coordination with Client's Attorney & Surveyor.
 - b. Help Owner & Surveyor coordinate all signatures on the plat (i.e. Owner/POA/Title/Surveyor).
 - c. Prepare and Submit Plat package to Pasco County for review.
 - d. Provide coordination services with various County agencies.
 - e. Coordinate Pasco County Signatures
 - f. Once approved, obtain recording information and copies for Client and Client's Attorney.
2. **Performance Bond Assistance:**
 - a. Coordinate Engineer's Cost Estimates for bond amounts
 - b. Coordinate with County and provide Bond Templates to Client for Performance Bonds
3. **Public Noticing:**
 - a. Public Noticing and additional processing required as a result of 7/1/25 Senate Bill

C. PERFORMANCE BOND RELEASE COORDINATION:

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

D. ENGINEERING SUPERVISION & REINSPECTIONS (AS NEEDED):

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

E. PRINTS & REIMBURSABLES:

1. Under separate contract

F. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

1. Maintenance bond assistance under future contract:
 - a. Future Utility Maintenance Bond Release (1 Year Warranty Period)
 - b. Future Streets & Drainage Maintenance Bond Release (3 Year Warranty Period)
2. Any work not specifically included in this contract shall be presumed extra to this contract.
3. Deeding and/or Easement Agreement Services (under separate contract)
4. Landscape/Hardscape Inspections (under separate contract if needed)
5. License & maintenance Agreement (under future contract if needed)

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FEE SUMMARY:

Description	Job No.	Billing Type	Amount	Lot E Allocation (Informational Purposes)	
				%	Amount
Inspections	CDD-PC-023	Lump Sum	\$40,000	50%	\$20,000
Testing & Certifications	CDD-PC-024	Lump Sum	\$25,000	50%	\$12,500
Plat Processing & Assistance	CDD-PC-025	Lump Sum	\$10,000	85%	\$8,500
Performance Bond Release Assistance	CDD-PC-026	Lump Sum	\$5,000	50%	\$2,500
Subtotal:				Subtotal: \$43,500	
Engineering Supervision	CDD-PC-027	Hourly Not to Exceed	\$5,000		

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

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

Sincerely,
CLEARVIEW LAND DESIGN, P.L.


Jordan A. Schrader, P.E.
Principal

Accepted By:
PTC COMMUNITY DEVELOPMENT DISTRICT

By: _____

Date: _____

cc: File

P:\Pasco Town Center\Master Plan\Contracts\Drafts\2025.12.05_CDD-PC-023-027_Dbl Branch Pkwy 1st Ext with Lot E Res_Inspec Cert Plat Processing.docx

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Clearview
LAND DESIGN, P.L.

2025 CDD Fee Schedule	
1/1/2025	
Employee Type	2025 Hourly CDD Rate
Principal	\$ 295.00
Senior Professional Engineer	\$ 240.00
Professional Engineer	\$ 215.00
Design Engineer	\$ 195.00
Senior Field Engineer	\$ 180.00
Field Engineer	\$ 150.00
Senior Landscape Architect	\$ 215.00
Landscape Architect	\$ 190.00
Landscape Designer	\$ 170.00
Senior Environmental Scientist	\$ 215.00
Environmental Scientist	\$ 155.00
Senior Entitlement Planner	\$ 215.00
Entitlement Planner	\$ 160.00
Senior Professional Surveyor & Mapper	\$ 205.00
GIS Specialist	\$ 195.00
Senior CADD Designer	\$ 180.00
CADD Designer	\$ 155.00
Senior Project Coordinator	\$ 170.00
Project Coordinator	\$ 145.00
Graphic Designer	\$ 150.00
Project CPA	\$ 220.00
Administrative Assistant	\$ 110.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

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MAP NO. _____
ACCOUNT NO. _____

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that PTC COMMUNITY
DEVELOPMENT DISTRICT, whose address is 2300 GLADES
RD STE 410W BOCA RATON, FL 33431
(“Grantor”), for One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Withlacoochee River Electric Cooperative, Inc., a Florida not-for-profit corporation (“Cooperative”), whose post office address is Post Office Box 278, Dade City, Florida 33526, and to its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the perpetual right, privilege and easement to enter upon the following described lands of the undersigned (“Easement Area”), situated in the County of PASCO _____, State of Florida, and more particularly described as follows:

SEE EXHIBIT A
SKETCH AND LEGAL

and to construct, remove, reconstruct, relocate, increase or decrease, install, alter, repair, operate and maintain on, over, or under the Easement Area and/or in, over, upon or under all streets, roads and highways abutting said lands, electric, communications and/or telecommunication transmission and/or distribution line or lines (including fiber optic and any and all present and future forms of communication), and related facilities or systems, including but not limited to general telecommunication facilities which are not related to the furnishing of electrical energy by the Cooperative (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith); and further agrees that the Cooperative may license, permit or otherwise agree to joint use of this Easement for the lines, facilities or systems of any other person or persons, association, company, or corporation whom or which Cooperative shall permit, license or agree to occupy the same upon such terms as Cooperative in its sole discretion shall establish, or that the Cooperative may fully and completely assign its rights under this Easement and thereby be released from any subsequent liability under this Easement.

The Cooperative shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) clear, continuous access within the Easement Area (ii) the reasonable right to enter upon adjoining lands of the undersigned by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to cut, trim and control the growth, either within or outside the Easement Area, by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of any line or system or that may interfere with or threaten to endanger the operation and maintenance of any line or system including any control of the growth or vegetation in or outside the Easement Area which may incidentally and necessarily result from the means of control employed.

The Grantor agrees that all poles, wires and other facilities, installed on, over, or under the Easement Area at the Cooperative’s expense, shall remain the property of the Cooperative, removable at the option of the Cooperative, and any removal shall not constitute an abandonment of this Easement.

The Grantor covenants that they are the owners of the Easement Area and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: _____.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, _____.

Signed, sealed and delivered in the
Presence of: _____

WITNESS:

GRANTOR:

Signature of the First Witness

Type/Print Name of First Witness

Corporate Name

By: _____ (SEAL)
Signature

Address of First Witness

Signature of the Second Witness

Type/Print Name of Second Witness

Type/Print Name

Title

Address of Second Witness

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

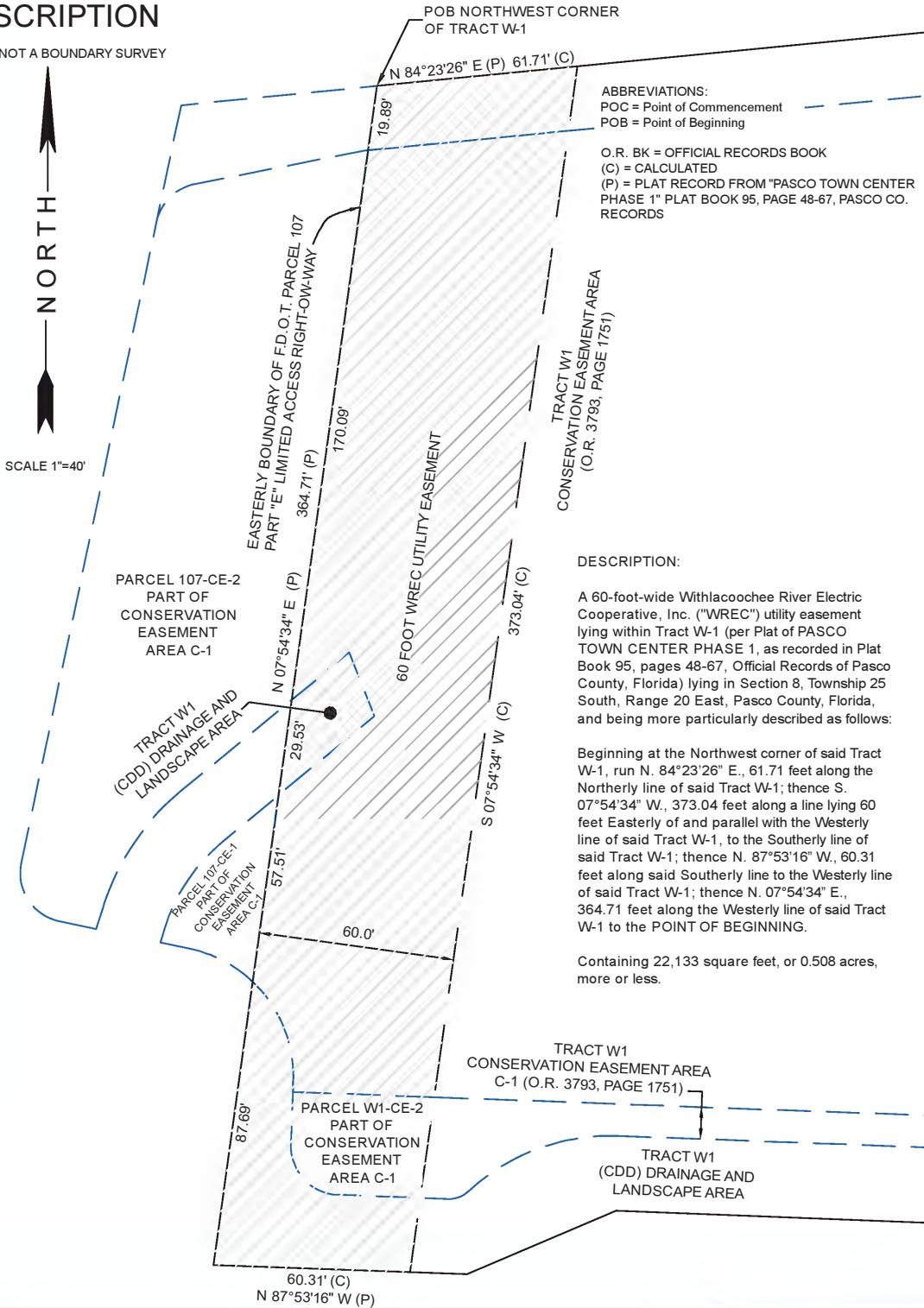
Notary Public Signature
Print Notary Name: _____
My commission expires: _____

EXHIBIT "A"

SKETCH OF DESCRIPTION

PREPARED BY:
PENINSULA SURVEYING & MAPPING CO., LLC
38820 OTIS ALLEN ROAD
ZEPHYRHILLS, FL 33540

THIS IS NOT A BOUNDARY SURVEY



PROPERTY ADDRESS:

CERTIFIED TO:

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC. ("WREC")

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN W. MORGAN, P.S.M 5731 ON 10/27/2025.

Alan
Morgan

Digitally signed by
Alan Morgan
Date: 2025.10.27
15:38:07 -04'00'



PENINSULA
Surveying & Mapping Co.

PTC

COMMUNITY DEVELOPMENT DISTRICT

5

BILL OF SALE

PROJECT: Pasco Town Center McKendree Road 1st Extension

PCU PROJECT NO.: PCU21-115.04

PROJECT LOCATION: Section 9 & 16, Township 25 South, Range 20 East

Double Branch Dev, Inc _____ (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto PTC Community Development District (Grantee) the following:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of Pasco Town Center McKendree Road 1st Extension, located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

to have and to hold the same to Grantee, Florida, and its successors and assigns, to their use forever. And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this _____ day of _____, _____.

Signed, sealed, and delivered in the presence of:

GRANTOR: Double Branch Dev, Inc

BY: _____

NAME: _____
Print _____

NAME: _____

TITLE: _____

NAME: _____
Print _____

BILL OF SALE

PROJECT: Pasco Town Center McKendree Road 1st Extension

PCU PROJECT NO.: PCU21-115.04

PROJECT LOCATION: Section 9 & 16, Township 25 South, Range 20 East

PTC Community Development District (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of Pasco Town Center McKendree Road 1st Extension located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

to have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever. And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this _____ day of _____, _____.

Signed, sealed, and delivered in the presence of:

GRANTOR: PTC Community Development District

NAME: _____
Print _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

NAME: _____
Print _____

PTC

COMMUNITY DEVELOPMENT DISTRICT

6

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

DOUBLE BRANCH PARKWAY

This Agreement is by and between PTC Community Development District ("Owner") and Burgess Civil, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction services generally related to the provision of the labor, materials, equipment and construction of the Double Branch Parkway, including site preparation, roadway construction, utilities, including but not limited to roads, utilities, including but not limited to water, sewer, potable water, and related utility improvements, stormwater improvements, earthwork and grading and other improvements necessary for the planned community development, along with other components as shown on the included construction plans and specifications and as more particularly described in this Contract (together, the "Work").

ENGINEER

3.01 The Owner has retained Clearview Land Design, P.L. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed, or as otherwise specified by Owner.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **eighty (80) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **one hundred ten (110) calendar days** after the date when the Contract Times commence to run and in no event later than the date set forth in the Notice to Proceed, subject to the provisions herein.

ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW AND APPROVAL, AND PROCUREMENT, FABRICATION, AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days]
2. Milestone 2 [event & date/days]
3. Milestone 3 [event & date/days]

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment for the first thirty (30) calendar days and \$2,000.00 for each day after the first 30 until final completion.
3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial

~~Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$1,735,000.00. This amount, pursuant to the Owner's bid process, includes consideration for material price escalations and such amounts shall not be separately charged and shall be billed consistent with the Unit Prices in the Schedule of Values.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THIS CONTRACT. THIS PROVISION APPLIES TO ANY BID ALTERNATIVES OR SCOPE CHANGE ORDERS NEGOTIATED BETWEEN THE PARTIES WHATSOEVER.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].

C. For all Work, including additions or changes to the Work, payment shall be made in accordance with the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall be used in connection with pricing for change orders and ordering of materials by direct purchase order. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason except as explicitly set forth herein. Section 5.01.B. shall control.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of

the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Owner shall make payments consistent with the Prompt Payment Act, Chapter 218, Florida Statutes.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

 - a. [number] percent of the value of the Work completed (with the balance being retainage).

If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Pasco County and the local utility provider (Pasco County Utilities or "PCU"), as applicable, along with SFWMD, FDOT and Florida DEP, as further applicable. Owner shall pay the remainder of the Contract Price as recommended by the Engineer, and subject to review by the foregoing regulatory/governmental entities as may be required and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the statutory interest rate.

CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

 1. This Agreement as modified herein.

2. General Conditions as modified therein.
3. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
4. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached), including technical specifications (by signing this Contract, Contractor acknowledges that he/she will conform all work to the latest standards and specifications of FDOT, Pasco County, Pasco County Utilities and other utility providers as applicable).
5. Drawings including:
 - a. Pasco Town Center Lot E Rear Load Townhomes (w/Amenity Center) plans dated 10/10/2025.
 - b. Pasco Town Center Lot E Rear Load Townhomes (w/Amenity Center) Cad Files.
 - c. Pasco Town Center Phase 1 Mass Grade Modification Plans dated 9/12/23.
 - d. Pasco Town Center Phase 1 Mass Grade Modification Cad files dated 9/12/23.
 - e. Mass Grading as-built drawings & Cad files dated 12/6/2024.
 - f. Pasco Town Center McKendree Rd 1st Extension plans & Cad files dated 3/24/2025.
6. Bid Addenda (numbers 1 to 2, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A), excluding any reference or notations regarding changes or adjustment to Contractor's Lump Sum Bid Price or Unit Pricing for tools, materials, supplies, equipment, fuel or labor, but including schedule of values and schedule.
 - b. Design Level Geotechnical Testing Pasco Town Center – Double Branch Lot E dated 4/18/2024.
 - c. Mass Grading Construction Materials Report Lot E dated 7/31/2024.
- d. Geotechnical Engineer Memo Lot E date 10/7/2025.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including those required by FDOT, Pasco County and other regulatory agencies.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract and meets the qualification standards set forth in the Project Manual.
14. Contractor is authorized to do business in Pasco County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of an individual in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

MISCELLANEOUS

1.01 Terms

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 Assignment of Contract

A. Contractor agrees that it shall not be allowed to assign any rights under or interest in this Contract without the written consent of the Owner; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Assignment of Warranties

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.05 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.06 Restriction on Removal of Fill Dirt from Work Site

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.07 Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on December , 2025 (which is the Effective Date of the Contract).

Owner: PTC Community Development District

Contractor: Burgess Civil, LLC

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: Chair/Vice Chairperson
(typed or printed)

Attest: _____
(individual's signature)

Title: Secretary/Assistant Secretary
(typed or printed)

Address for giving notices:

Jordan Lansford, District Manager c/o
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Designated Representative:

Name: Doug South
(typed or printed)

Title: Construction Manager
(typed or printed)

Address:
340 Crown Oak Centre Drive
Longwood, Florida 32750

Phone: _____

Email: dsouth@columnarinvestments.com

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

9204 King Palm Drive
Tampa, Florida 33619

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT – DOUBLE BRANCH PARKWAY

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT DOUBLE BRANCH PARKWAY

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
- 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
- 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
- 17. *Cost of the Work*—See Paragraph 13.01 for definition.
- 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative, if any.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, “Substantial Completion” shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also, notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices, which shall include any Owner approved change orders.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
51. Construction Manager – the contracted company retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities. The Engineer will provide CEI services and the District's Construction Manager will provide construction management services.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the ~~Bidding Requirements~~ or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (~~if the Contract requires Contractor to furnish such bonds~~). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment and such bonds shall be in the form and in the amount of 125% of the Contract Price and shall conform to the RFP bond forms, including a joint obligee rider in favor of Pasco County.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional

insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one ~~four~~ printed copy ~~copies~~ of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract, if any, in addition to those provided for herein. Such individuals shall have the

authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from

such electronic versions) and the printed record version, the printed record version will govern.

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity,

or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner

and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, ~~which shall be set forth in the Notice to Proceed and is expected to be within ten (10) days of the issuance of such notice to proceed.~~ No Work may be done at the Site prior to such date. ~~Notwithstanding the foregoing, should any Work be performed at the Site prior to such date, such Work shall be deemed to have been performed pursuant to this Contract.~~

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times; provided, however, Contractor shall be responsible for demonstrating with particularity the reason for said adjustment based on material and job costs.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to only the following:
 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions, as defined herein;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 10 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions, including those associated with a named tropical storm, are in excess of normal rainfall amounts or other normal weather conditions, and must

provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the geographic area of the Project, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
4. The Owner, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.
5. Adjustments of Contract Price are subject to the limitations of Article 5 of the Construction Contract.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other

materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications~~;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications~~; and
3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. No Reliance by Contractor on Technical Data: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseeable and foreseen risks, hazards, and difficulties in connection therewith.~~

D. *Limitations of Other Data and Documents:* ~~Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil and groundwater conditions, etc. that may make it more difficult to conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the Engineer.
6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to

Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

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

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental

Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Owner Engineer, Construction Manager and others working on behalf of the Owner or its representatives do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

- 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
- 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
- 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. While the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3)

notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless ~~Indemnitees~~ Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. No later than upon execution of this Contract, Contractor shall furnish a performance bond and a payment bond in favor of Owner and Pasco County as joint obligees, each in an amount at least equal to 125% of the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until the date of final acceptance by the applicable county utility or entity corresponding to that portion of the Work and Pasco County BOCC accepts the Maintenance Guarantee. payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract, including:

Upon completion of the Work and final acceptance by Pasco County and/or FDOT, as applicable, Contractor shall guarantee that the Pasco County portion of the improvements included in the Work and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years (the "Maintenance Period"). The monetary amount made available by Contractor to 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 improvements included in the Work (the "Maintenance Guarantee"). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the maintenance Guarantee in accordance with this paragraph. The Contractor shall be responsible for maintaining the Pasco County improvements included in the Work during the Maintenance Period and, if any part of the Pasco County improvements included in the Work should fail within this period due to a defect in workmanship or materials, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to Pasco County.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury and with a bank, surety, or other financial institution reasonably acceptable to Owner and Pasco County, 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. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein", along with other provisions as set forth in the RFP documents and in the reasonable request of the Owner.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner and to Pasco County and/or FDOT, as applicable, with copies to each additional insured identified in the Contract, (4) original, executed certificates of insurance and endorsements on the form to be provided by Pasco County and/or FDOT, as applicable, establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between Owner and Contractor for the Work and shall require coverage in favor of FDOT, Pasco County, Owner and landowner entities as provided herein. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete and final acceptance and warranty period ends with all regulatory agencies, including but not limited to FDOT, Pasco County, Florida DEP, SWFWMD and the Owner (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor

may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, Pasco County, the Pasco County Engineer, FDOT and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. ~~*Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such~~

~~property insurance will be written on a special perils (all risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. ~~Owner and Contractor and its respective insurance companies~~ waive all rights against ~~each other and the respective Owner and its~~ officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, ~~and Pasco County and/or FDOT, as applicable, and their respective agents and employees~~, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waives~~ all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or~~

~~against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~may be performed during regular working hours, Monday through ~~Friday~~Friday. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal including any holidays as Contractor may choose to do so; provided, however, the Owner does not encourage weekend work unless Contractor deems in its own discretion such work is necessary.~~ Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

~~The Contractor shall be responsible for the payment of Owner's cost of overtime inspection outside of regular working hours whether previously scheduled or not. This includes overtime inspection services for unscheduled work, work delayed by the Contractor's suppliers or subcontractors and any other work performed for the Contractor's convenience to meet the schedule.~~

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner, FDOT or Pasco County, applicable based on ultimate ownership.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any ~~change~~ increase in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor 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 Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation installation fees, electrical inspection fees, and temporary services and utilities. Contractor

shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to FDOT, Pasco County and/or the Pasco County Utilities for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work. The Owner has used commercially reasonable efforts to list all requirements of such regulatory entities in this Agreement.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such

record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

- c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted

or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, applicable regulatory agencies including but not limited to FDOT and Pasco County and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

H. Contractor guarantees that the Pasco County improvements included in the Work and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years, which is defined herein as the Maintenance Period. 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, which is defined herein as the 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.

7.18 *Indemnification*

A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend FDOT, County, Owner and PTC Boyette LLC, and each of its supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be limited to \$10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract 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. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against FDOT, County, PTC Boyette, LLC, Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or

other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that

is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out, in whole or in part, of Contractor's actions, inactions, ~~or negligence, recklessness, or intentional misconduct~~ in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless ~~Indemnitees~~ ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*
A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*
A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*
A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*
A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*
A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*
A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*
A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*
A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*
A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer, Construction Manager and other designees as determined by Owner in writing to Contractor will be Owner's representatives during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer, Construction Manager, FDOT and/or Pasco County, along with others as deemed necessary by Owner, will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and
4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract

Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive, subject to pre-approval and execution of such Work Change Directive by Owner and Contractor in writing.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as

provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~
- C. *Contractor's Fee:* ~~The Contractor's fee for overhead and profit shall be included in the Cost of the Work and/or in the approved Schedule of Values as a separate line item and shall not be claimed after bid submittal. When applicable, the Contractor's fee for overhead and profit will be determined as follows:~~
 1. ~~A mutually acceptable fixed fee; or~~
 2. ~~If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~
 - a. ~~For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;~~
 - b. ~~For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;~~
 - c. ~~Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;~~
 - d. ~~No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;~~

- e. ~~The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and~~
- f. ~~When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.~~

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to both the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is

approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost-based terms; or~~
2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment. The Owner and Contractor agree that the lump sum Contract Price provided in the Contractor's bid is a stipulated price sufficient to cover all Costs of the Work, and there shall be no adjustments to the Contract Price due to escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, fuel, or gasoline.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The

cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. ~~Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~
 - a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - 1) ~~When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 2) ~~When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation will be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer, including any required County inspections.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. If Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work prior to final payment, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.
- B. Contractor shall allow Engineer to inspect Work prior to covering. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner (or Pasco County on Owner's behalf) may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner. Each application for payment shall have support lien releases from contractor, subcontractors and suppliers, as applicable.~~
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with Florida's Local Government Prompt Payment Act (Sections 218.70 et seq., Florida Statutes). Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. The Work is defective, requiring correction or replacement;
- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- h. The Contract Price has been reduced by Change Orders;
- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
- j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
- l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor,

Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor

that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Pasco County FDOT, SWFWMD, and any other regulatory agency as may be applicable, Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment. Final payment shall not constitute acceptance of any defective work or improper materials.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.08 Correction Period

- A. After the date of Substantial Completion and final acceptance by all applicable authorities including Pasco County, FDOT, Florida DEP, and/or SWFWMD (or such longer period as may be prescribed by the Supplementary Conditions or special guarantees required by the Contract Documents), Contractor shall guarantee that the Pasco County portion of the improvements included in the Work and all work performed thereon is free from defects in workmanship or materials for a maintenance period of three (3) years (the "Maintenance Period"). The monetary amount made available by Contractor to 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 improvements included in the Work (the "Maintenance Guarantee"). The Maintenance Period shall commence on the date of acknowledgement of completion and acceptance of the maintenance Guarantee in accordance with this paragraph. The Contractor shall be responsible for maintaining the Pasco County improvements included in the Work during the Maintenance Period and, if any part of the Pasco County improvements included in the Work should fail within this period due to a defect in workmanship or materials, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to Pasco County. Upon the County and/or Owner giving Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 90 days of the discovery that such Work or repairs is defective. If such notice is given within such 90 days but after the end of the

correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

- C. If, after receipt of a notice of defect within 90 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, call on the Maintenance Guarantee, and other matters such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

- 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
- 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- 4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

- 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
- 2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of

reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place and the condition of improved or unimproved property;
2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
5. Complete performance of any Work which is not terminated; and
6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the eContract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then venue for any such legal action shall be in Pasco County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, UPS or other trackable mail service, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to based on calendar days unless otherwise specified and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 *Sovereign Immunity*

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the FDOT, County or Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 *No Third-Party Beneficiaries*

Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective representatives, successors, and assigns.

SUPPLEMENTARY CONDITIONS DOUBLE BRANCH PARKWAY

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCD Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports*. Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Design Level Geotechnical Testing Pasco Town Center – Double Branch Lot E, Mass Grading CMT Report Lot E, MEMO Lot E.

OR

~~No reports related to physical conditions and subsurface structures at the Site are known to the Owner.~~

2. *Drawings*. Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

In addition to the plans set forth in the Contract Documents, refer to the title list of drawings attached to the Contract.

OR

~~No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.~~

3. *Technical Data*. Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

Work shall be in accordance with Pasco County, Pasco County Utilities (“PCU”), Florida Department of Environmental Protection (“FDEP”), Southwest Florida Water Management District (“SWFWMD”) and Florida Department of Transportation (“FDOT”) Standard Specifications and Permits.

OR

~~No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.~~

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

[Title of Drawing], prepared by [Preparing Entity], dated [date].

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

[List Technical Data]

OR

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.A. of the General Conditions, the following additional bonds are required:

Bonds shall be recorded upon execution of the Contract Documents, as set forth in the RFP documents and Exhibit B.

OR

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

A. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

Workers' Compensation and Employer's Liability

ARTICLE 2 —Workers' Compensation	ARTICLE 3 —Statutory
ARTICLE 4 —Employer's Liability	
ARTICLE 5 —Each Accident	ARTICLE 6 —\$1,000,000
ARTICLE 7 —Each Employee	ARTICLE 8 —\$1,000,000
ARTICLE 9 —Policy Limit	ARTICLE 10 —\$1,000,000

Commercial General Liability

ARTICLE 11 —General Aggregate	ARTICLE 12 —\$5,000,000
ARTICLE 13 —Products - Completed Operations Aggregate	ARTICLE 14 —\$3,000,000
ARTICLE 15 —Personal and Advertising Injury	ARTICLE 16 —\$1,000,000
ARTICLE 17 —Bodily Injury and Property Damage*—Each Occurrence	ARTICLE 18 —\$3,000,000

**Property Damage liability shall provide fire damage, explosion, collapse, and under-ground coverages where applicable.*

*Automobile Liability**

ARTICLE 19 —Bodily Injury	
ARTICLE 20 —Each Person	ARTICLE 21 —\$1,000,000
ARTICLE 22 —Each Accident	ARTICLE 23 —\$1,000,000
ARTICLE 24 —Property Damage	
ARTICLE 25 —Each Accident	ARTICLE 26 —\$1,000,000
ARTICLE 27 —[OR]	
ARTICLE 28 —Combined Single Limit (Bodily Injury and Property Damage)	ARTICLE 29 —\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, leased, and hired vehicles*

*Excess or Umbrella Liability**

ARTICLE 30 —Per Occurrence	ARTICLE 31 —\$5,000,000
ARTICLE 32 —General Aggregate	ARTICLE 33 —\$5,000,000

*Contractor's Pollution Liability**

ARTICLE 34 —Each Occurrence/Claim	ARTICLE 35 —\$1,000,000
ARTICLE 36 —General Aggregate	ARTICLE 37 —\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

6. *Builder's Risk*

ARTICLE 38— Completed Value	ARTICLE 39— <i>Full insurable replacement value of the Work</i>
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All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

Products and completed operations coverage maintained for three years after final payment;

Blanket contractual liability coverage to the extent permitted by law;

Broad form property damage coverage; and

Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner, Engineer, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an

umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. This insurance shall: include the Owner and Contractor as named insureds.

be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

extend to cover damage or loss to insured property while in transit.

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

allow for the waiver of the insurer's subrogation rights.

provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

not include a co-insurance clause.

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

include performance/hot testing and start-up.

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

The requirement to provide Builders' Risk insurance may be satisfied by the provision of an installation floater upon the written consent of the District.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

The authorized representatives and agents of PTC Community Development District, including but not limited to the District's Construction Manager, Board representative (expected to be Michael Wolf) and Clearview Land Design, P.L.

2. An itemization of the specific matters to be covered by such authority and responsibility:

Refer to General Conditions.

3. The extent of such authority and responsibilities:

Refer to General Conditions.

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below: Michael Wolf, Owner Representative and CH II Management, Doug South.

PTC

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PTC COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2026-03, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date [SEATS 1, 2 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the date, time, and location of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions.

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

SECTION 1. The actions of the District Manager in redesignating the time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2026-03 is hereby amended to reflect that the date, time, and location of Landowners' Meeting as declared in Resolution 2026-04 is redesignated to 10:30 a.m., on November 3, 2026, at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2026-03 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of January, 2026.

ATTEST:

**PTC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PTC

COMMUNITY DEVELOPMENT DISTRICT

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PTC

COMMUNITY DEVELOPMENT DISTRICT

8A

PTC Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No Not Applicable

As of September 2025, the District had not acquired and/or constructed any improvements.

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No Not Applicable

As of September 2025, the District had not acquired and/or constructed any improvements.

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

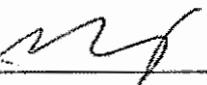
Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Chair/Vice Chair: 

Date: 7/26/2024

Print Name: MICHAEL WOLF
PTC CDD District

District Manager: Kristen Sud
Print Name: Kristen Sud
PTC CDD District

Date: 7/26/24

PTC

COMMUNITY DEVELOPMENT DISTRICT

8B

PTC Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No Not Applicable

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No Not Applicable

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

PTC Community Development District

District Manager: _____

Date: _____

Print Name: _____

PTC Community Development District

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS A**

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 13**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

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

I. Scope of Work

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

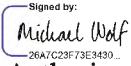
II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$26,831. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$26,831, inclusive of all effort, expenses, and costs to complete the work described herein].

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

APPROVED AND ACCEPTED

PTC Community Development District

By: 

Michael Wolf

Authorized Representative

Date: 12/11/2025

Sincerely,

Mortensen Engineering, Inc.


By: 

Michael Wolf

Authorized Representative

Date: 12/10/25



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

December 5, 2025

SUBJECT: Construction Materials Testing Services Proposal
Construction Materials Testing – Collector Roadway and Utilities
Double Branch (Pasco Town Center) – Lot E
Double Branch Parkway
Work Authorization No. 13
Pasco County, Florida

In accordance with your request, we are pleased to submit the following scope of services and estimated lump sum cost to provide the County required soils and construction materials testing services for the proposed collector roadway segment, Double Branch Parkway (from Sta. 184+75 to 199+75) (*Attachment A*), for Lot E of Double Branch. The testing services (and estimated quantities) outlined herein are based on the project plans (for Pasco Town Center – Lot E) received from Clearview Land Design, P.L., latest revision dated 8/15/2025. We understand that approximately 1,500 (+/-) lineal feet of 2-lane collector roadway will be constructed for Lot E, along with the associated utility pipeline installations.

Scope of Construction Materials Testing Services

We anticipate that the soils and construction materials testing services required by Pasco County, and the project plans and geotechnical reports, for the subject roadway will include: density testing of the soil backfill associated with gravity sanitary sewers, storm sewers, waterlines (domestic and reclaim), manholes, and storm drain inlets; No. 200 sieve wash testing of the roadway embankment fills within 24 inches of the stabilized subgrade, or base if no stabilized subgrade; density testing of the roadway embankment fills; density testing and LBR testing of the stabilized subgrade for the curb pads and roadways; density testing, LBR testing, gradation testing and thickness testing of the crushed concrete base course for all the roadways (assumed); limited observation, density testing and thickness testing of the asphaltic concrete wearing surface; and concrete testing for the curbs and collector roadway developer installed sidewalks only. Our estimated total lump sum cost to provide the above soils and construction materials testing services is included on **Attachment A**.

Limitations

The cost estimate herein is based on normal working hours between 7:00 am and 5:00 pm Monday – Friday. As requested, our proposal is based on minimum testing frequencies set forth by Pasco County, and the requirements of the project plans and geotechnical reports. Our costs do include a County required geotechnical submittal package, which includes depicting infrastructure testing locations/results on the project plans. MEI will notify the owner/developer, EOR, and contractor of any issues with testing results as soon as they are available, however only one formal test reports submittal is included, upon project completion, per County requirements. If periodic/incremental test reports submittals are requested, additional costs may be incurred. Crushed concrete base is assumed. One lift of Type SP asphalt and one lift of Type FC asphalt is assumed for the collector roadway. No geotechnical testing/evaluation work for building pad areas is included herein. No on-site meeting time is included herein. No retesting costs are included herein. No retaining wall testing is included herein. No amenity site/park, pedestrian trail, or other amenity feature testing work is included herein. The site contractor's project phasing/scheduling, as well as means and methods, can

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

ATTACHMENT A**DOUBLE BRANCH - LOT E, DOUBLE BRANCH PKWY****COLLECTOR ROADWAY AND UTILITIES****COUNTY REQUIRED CONSTRUCTION MATERIALS TESTING SERVICES****ESTIMATED SCOPE OF WORK AND LUMP SUM COST**

(from CLD plans latest revision dated 08/15/25)

Work Item and Description	Quantity	Unit Rate	Total Cost
<u>PIPE AND STRUCTURE BACKFILL TESTING</u>			
Density Tests - Water Pipe (Domestic and Reclaim)	28	\$23.00 /test	\$644.00
Density Tests - Storm Sewer Pipe	159	23.00 /test	3,657.00
Density Tests - Storm Sewer Structures	109	23.00 /test	2,507.00
Modified Proctor Tests	3	85.00 /test	255.00
<u>ROADWAY EMBANKMENT TESTING</u>			
Density Tests - Embankment and Sidewalk Subgrade	18	23.00 /test	414.00
Sieve Analysis Tests (Minus No. 200 Sieve Wash)	12	65.00 /test	780.00
Senior Field Technician (limited subgrade preparation observations) (Days)	2	650.00 /day	1,300.00
<u>STABILIZED SUBGRADE TESTING (Back of Curb to Back of Curb)</u>			
LBR Tests (LBR = 40)	3	275.00 /test	825.00
LL/PL Tests	2	120.00 /test	240.00
Density Tests	27	23.00 /test	621.00
<u>CRUSHED CONCRETE BASE TESTING</u>			
LBR Tests (LBR = 150)	3	275.00 /test	825.00
Gradation Tests	3	65.00 /test	195.00
Density Tests	11	23.00 /test	253.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Base Cores (For Thickness)	5	60.00 /core	300.00
<u>ASPHALTIC CONCRETE TESTING (See Note)</u>			
Senior Field Technician (limited observation, testing and sampling) (Days)	3	750.00 /day	2,250.00
Extraction/Gradation Tests (1 per day)	3	275.00 /test	825.00
Mobilization of Coring Equipment	1	400.00 LS	400.00
Asphalt Cores (For Thickness)	10	60.00 /core	600.00
Bulk Specific Gravity of Asphalt Cores (For Density)	10	30.00 /test	300.00
<u>CONCRETE TESTING (CURBS AND SIDEWALKS* ONLY)</u>			
Cylinders/Strength Tests (Sets of 4 Cylinders)	15	95.00 /set	1,425.00
Senior Field Technician (field testing and sampling)(Hours)	15	85.00 /hour	1,275.00
<u>PROFESSIONAL SERVICES</u>			
Project Manager (Hours)	42	110.00 /hour	4,620.00
Senior Project Engineer, PE (Hours)	12	160.00 /hour	1,920.00

ESTIMATED TOTAL LUMP SUM COST: **\$26,831.00**

Note: Assume one lift of Type SP and one lift of Type FC asphalt. Mix designs and daily asphalt plan QA/QC testing to be provided by contractor; assume 2 days of asphalt placement for 1,500 lf of 2-lane roadway. *Developer installed sidewalks.

Estimate 10455.8

STANDARD GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) **Construction Phase Services.**

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

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

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

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

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

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

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS B**

December ___, 2025

Subject: **Work Authorization Number 4**
PTC Community Development District, Pasco County, Florida

Dear Chairperson, Board of Supervisors:

Clearview Land Design, P.L. is pleased to submit this work authorization to provide construction engineering and inspection (“CEI”) services for the Double Branch Parkway Project for PTC Community Development District (the “District”). We will provide these services pursuant to our current agreement dated October 28, 2022 (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Clearview Land Design, P.L. to perform certain CEI services relating to the Double Branch Parkway Project as described in **Exhibit A**. To the extent the provisions of **Exhibit A** conflict with the Engineering Agreement, the Engineering Agreement shall control.

II. Fees

The District will compensate Clearview Land Design, P.L. a lump sum of Eighty Thousand Dollars (\$80,000)¹, plus a not-to-exceed of Five Thousand Dollars (\$5,000) for engineering supervision pursuant to the hourly rate presented in the Engineering Agreement. The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Engineering Agreement.

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

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

Sincerely,

Authorized Representative of Clearview Land
Design, P.L.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
PTC Community Development District

Date: _____

¹ The District agrees to invoice Town Park Communities FL, LLC, for the proportionate cost of CEI services to be performed on private property in the total amount of \$43,500, plus a not-to-exceed of \$5,000 for engineering supervision pursuant to the hourly rate presented in **Exhibit A**, for the Lot E residential project as further described in **Exhibit A**.

Exhibit A



December 5, 2025

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

**RE: Double Branch Parkway 1st Extension (with Lot E Residential)
Inspection, Certification, & Plat Processing Proposal**

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

Our services under this proposal will be as follows:

PROJECT DESCRIPTION:

Clearview will provide Construction Phase Services for Double Branch Parkway 1st Extension.

Double Branch Parkway will be constructed concurrently with the adjacent Lot E residential project. The Parkway will be platted, inspected, and certified together with the adjacent Lot E residential project. It is our understanding the master developer will reimburse the CDD for the pro-rata share of services associated with the adjacent Lot E residential project. This proposal includes a pro-rata share for Lot E as outlined below in the fee summary.

PROJECT ASSUMPTIONS:

1. This proposal is based on the current Lot E schedule and contract with Burgess Civil.
2. This proposal covers the minimum Pasco County and other governmental agency requirements with limited field observations. This proposal does not include full-time Construction Engineering and Inspection (CEI) services.
3. This proposal is based on one (1) inspection, certification, and plat phase.

SCOPE OF SERVICES:

A. CONSTRUCTION INSPECTION & CERTIFICATIONS:

1. **Inspection & Observation Phase Services:**

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

2. **Testing & Certification Phase Services:**

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

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

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

B. PLAT PROCESSING & ASSISTANCE:

1. **Plat Processing:**
 - a. Coordination with Client's Attorney & Surveyor.
 - b. Help Owner & Surveyor coordinate all signatures on the plat (i.e. Owner/POA/Title/Surveyor).
 - c. Prepare and Submit Plat package to Pasco County for review.
 - d. Provide coordination services with various County agencies.
 - e. Coordinate Pasco County Signatures
 - f. Once approved, obtain recording information and copies for Client and Client's Attorney.
2. **Performance Bond Assistance:**
 - a. Coordinate Engineer's Cost Estimates for bond amounts
 - b. Coordinate with County and provide Bond Templates to Client for Performance Bonds
3. **Public Noticing:**
 - a. Public Noticing and additional processing required as a result of 7/1/25 Senate Bill

C. PERFORMANCE BOND RELEASE COORDINATION:

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

D. ENGINEERING SUPERVISION & REINSPECTIONS (AS NEEDED):

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

E. PRINTS & REIMBURSABLES:

1. Under separate contract

F. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

1. Maintenance bond assistance under future contract:
 - a. Future Utility Maintenance Bond Release (1 Year Warranty Period)
 - b. Future Streets & Drainage Maintenance Bond Release (3 Year Warranty Period)
2. Any work not specifically included in this contract shall be presumed extra to this contract.
3. Deeding and/or Easement Agreement Services (under separate contract)
4. Landscape/Hardscape Inspections (under separate contract if needed)
5. License & maintenance Agreement (under future contract if needed)

FEE SUMMARY:

Description	Job No.	Billing Type	Amount	Lot E Allocation (Informational Purposes)	
				%	Amount
Inspections	CDD-PC-023	Lump Sum	\$40,000	50%	\$20,000
Testing & Certifications	CDD-PC-024	Lump Sum	\$25,000	50%	\$12,500
Plat Processing & Assistance	CDD-PC-025	Lump Sum	\$10,000	85%	\$8,500
Performance Bond Release Assistance	CDD-PC-026	Lump Sum	\$5,000	50%	\$2,500
Subtotal:			\$80,000	Subtotal:	
Engineering Supervision	CDD-PC-027	Hourly Not to Exceed	\$5,000		

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

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

Sincerely,

CLEARVIEW LAND DESIGN, P.L.

Accepted By:

PTC COMMUNITY DEVELOPMENT DISTRICT



By: _____

Jordan A. Schrader, P.E.
Principal

Date: _____

cc: File

P:\Pasco Town Center\Master Plan\Contracts\Drafts\2025.12.05_CDD-PC-023-027_Dbl Branch Pkwy 1st Ext with Lot E Res_Inspec Cert Plat Processing.docx



Clearview
LAND DESIGN, P.L.

2025 CDD Fee Schedule	
1/1/2025	
Employee Type	2025 Hourly CDD Rate
Principal	\$ 295.00
Senior Professional Engineer	\$ 240.00
Professional Engineer	\$ 215.00
Design Engineer	\$ 195.00
Senior Field Engineer	\$ 180.00
Field Engineer	\$ 150.00
Senior Landscape Architect	\$ 215.00
Landscape Architect	\$ 190.00
Landscape Designer	\$ 170.00
Senior Environmental Scientist	\$ 215.00
Environmental Scientist	\$ 155.00
Senior Entitlement Planner	\$ 215.00
Entitlement Planner	\$ 160.00
Senior Professional Surveyor & Mapper	\$ 205.00
GIS Specialist	\$ 195.00
Senior CADD Designer	\$ 180.00
CADD Designer	\$ 155.00
Senior Project Coordinator	\$ 170.00
Project Coordinator	\$ 145.00
Graphic Designer	\$ 150.00
Project CPA	\$ 220.00
Administrative Assistant	\$ 110.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS C**

**PTC COMMUNITY
DEVELOPMENT DISTRICT**

PHASE 1 PROJECT

**Work Product
Series 2023 Bonds
January 9, 2026**

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

STATE OF INDIANA
COUNTY OF VANDERBURGH

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Daniel Traylor and I am an Authorized Signatory and Representative of the Landowner. I have authority to make this affidavit on behalf of the Landowner.
3. Landowner is the primary owner of certain lands within the PTC Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated April 24, 2023, amended November 7, 2024, as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023, amended November 7, 2024, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Landowner has engaged one or more professionals to perform services in conjunction with the construction of improvements set forth in the Engineer’s Report and has expended funds to develop certain work product, permits and related documents and environmental opinions as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Landowner has spent on such work product. Notwithstanding anything to the contrary herein, Landowner agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation are complete and on file with Landowner, and are capable of being produced upon request.
6. Landowner has obtained releases from all professionals relative to all work product produced and listed on **Exhibit A**, such that said work product can be used by, transferred to and relied upon by the District the purposes for which it was intended.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for the purpose of accepting an acquisition of the work product described in **Exhibit A**.

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

Executed this 12th day of January 2026.

PTC BOYETTE, LLC, a Delaware limited liability company


By: Daniel Traylor

Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12th day of January 2026, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

Ashley L. Shake

(Name typed, printed or stamped)

Notary Public, State of Indiana

Commission No. 735962

My Commission Expires: 09/02/2029

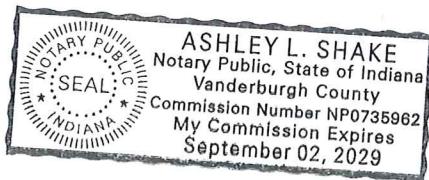


EXHIBIT A: Description of Work Product

PTC CDD consultant costs based on cost report dated October 31, 2025

PTC CDD reimbursement - seventh wave
based on October 31, 2025 cash report

		<u>Phase 1</u>	<u>Phases 2 & 3</u>	
Fees				
22693144 Pasco county reclaim usage Fee	\$ 676.35	\$ 676.35		
Ph 1A site inspection fee	\$ 300.00	\$ 300.00		
23058947 Pasco county reclaim usage Fee	\$ 1,270.89	\$ 1,270.89		
23199346 Pasco county reclaim usage Fee	\$ 387.91	\$ 387.91		
Ph 1B site inspection fee	\$ 1,500.00	\$ 1,500.00		
17359 Catalyst - Mckendree Enhanced LA Permit fees	\$ 2,247.46	\$ 2,247.46		
Subtotal	\$ 6,382.61	\$ 6,382.61		
Legal				
629/510267 GPI CSA on Kenton Rd Improvements	\$ 2,990.00		\$ 2,990.00	
629/513921 Castro JDA utility easement agreement	\$ 1,099.95	\$ 1,099.95		
629/513940 CDD Pedestrian Easements, GPI CSA	\$ 2,876.00	\$ 2,876.00		
629/516078 GPI CSA on Kenton Rd Improvements, Abbey CSA	\$ 1,951.00		\$ 1,951.00	
629/516063 Abbey CSA and McKendree Reimbursement to CDD	\$ 1,483.50	\$ 1,483.50		
629/518274 Abbey McKendree Reimbursement to CDD	\$ 115.00	\$ 115.00		
629/518280 GPI CSA on Kenton Rd improvements	\$ 345.00		\$ 345.00	
629/519991 Abbey CSA and McKendree Reimbursement to CDD	\$ 4,916.50	\$ 4,916.50		
629/521482 Abbey CSA and McKendree Reimbursement to CDD	\$ 4,612.00	\$ 4,612.00		
629/523782 Abbey CSA and McKendree Reimbursement to CDD	\$ 1,436.00	\$ 1,436.00		
25-1006 Gunster - Ph 2/3 Wetland ACOE Review	\$ 1,000.00		\$ 1,000.00	
629/525466 GPI CSA on Kenton Rd improvements	\$ 1,317.50		\$ 1,317.50	
884501 Gunster - Ph 2/3 Wetland ACOE Review	\$ 580.00		\$ 580.00	
Subtotal	\$ 24,722.45	\$ 16,538.95	\$ 8,183.50	
Survey				
25-154 AMI - Ph 2 Roadways, Leg. Desc. for WREC and Ped. Esmts	\$ 3,260.00		\$ 3,260.00	
25-153 AMI - Set PCPs and Lot Corners for Ph 1 Plat	\$ 6,750.00	50%	\$ 6,750.00	
20210642-39 Allen - SR 52 Route Survey for turn lanes	\$ 12,500.00		\$ 12,500.00	
20210642-40 Allen - DB pkwy and Boardwalk Way boring locates	\$ 2,925.00		\$ 2,925.00	
20210642-41 Allen - SR 52 Route Survey for turn lanes	\$ 10,000.00		\$ 10,000.00	
25-219 AMI - Benchmark Certifications	\$ 3,975.00	50%	\$ 3,975.00	
0108047 - 1 Geopoint - Ph 2/3 Road auger staking	\$ 13,000.00		\$ 13,000.00	
0108573 - 1 Geopoint - Ph 2/3 SHWE collection	\$ 9,000.00		\$ 9,000.00	
Subtotal	\$ 61,410.00		\$ 36,150.00	\$ 25,260.00
Planning & Engineering				
25-21415 CLD - Ph 1 insp., Mckendree Corr., Ph 2/3 wetland investigation	\$ 5,558.60	\$ 5,558.60		
25-21708 CLD - Ph 2/3 Wetland investigation	\$ 767.20		\$ 767.20	
25-21712 CLD - DB pkwy design & permitting	\$ 12,000.00	\$ 12,000.00		
16692 Catalyst - Pasco County LA Inspection fee	\$ 2,350.62	\$ 2,350.62		
25-21980 CLD - Ph 2/3 Redline Mass Grade	\$ 1,850.00		\$ 1,850.00	
25-21988 CLD - DB pkwy design & permitting	\$ 3,000.00	\$ 3,000.00		
25-21420 CLD - DB pkwy design & permitting	\$ 18,000.00	\$ 18,000.00		
16695 Catalyst - McKendree Enhanced LA	\$ 1,089.00	\$ 1,089.00		
16396 Catalyst - McKendree Enhanced LA	\$ 5,470.00	\$ 5,470.00		
25-22294 CLD - Ph 2/3 Redline Mass Grade, MUP	\$ 13,450.00		\$ 13,450.00	
25-22295 CLD - Ph 2/3 Wetland Investigation, Ph 1A LA Cert.	\$ 140.15		\$ 140.15	
25-22302 CLD - DB pkwy design & permitting	\$ 6,000.00	\$ 6,000.00		
16855 Catalyst - McKendree Enhanced LA	\$ 411.00	\$ 411.00		
59212 Lincks - Final FDOT Cert. for 52 and Tradeway	\$ 362.50	\$ 362.50		
25-22641 CLD - Ph 2/3 Redline MG	\$ 5,550.00		\$ 5,550.00	
25-22642 CLD - Ph 1A ins. Fee exp., USA	\$ 299.90	\$ 299.90		
25-22649 CLD - DB pkwy design & permitting	\$ 3,000.00	\$ 3,000.00		
25-22981 CLD - Ph 2/3 MG redline	\$ 7,400.00		\$ 7,400.00	
17356 Catalyst - DB Pkwy Enhanced LA	\$ 1,877.50	\$ 1,877.50		
58792 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 1,250.00	\$ 1,250.00		

59065 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 10,500.00	\$ 10,500.00
59211 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 6,500.00	\$ 6,500.00
59350 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 23,375.00	\$ 23,375.00
17664 Catalyst - DB Pkwy Enhanced LA	\$ 2,880.00	\$ 2,880.00
25-23309 CLD - Ph 2/3 MG & Drainage	\$ 8,750.00	\$ 8,750.00
17662 Catalyst - Ph 1A Enhanced LA and permit fees	\$ 6,529.12	\$ 6,529.12
59509 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 14,375.00	\$ 14,375.00
<i>Subtotal</i>	\$ 162,735.59	\$ 124,828.24 \$ 37,907.35
Geotech		
4030 MEI - Ph 2/3 Roadway Augers	\$ 23,270.00	\$ 23,270.00
<i>Subtotal</i>	\$ 23,270.00	\$ - \$ 23,270.00
Total	\$ 278,520.65	\$ 183,899.80 \$ 94,620.85

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

THIS LANDOWNER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 12thday of January 2026, by Daniel Traylor of **PTC BOYETTE, LLC**, with offices located at 3879 Maple Avenue, Suite 300, Dallas, Texas 74219 ("Landowner"), in favor of the **PTC COMMUNITY DEVELOPMENT DISTRICT** ("District"), a local unit of special-purpose government situated in Pasco County, Florida, with offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

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

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

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

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

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

[Signature Page Follows]

ATTEST

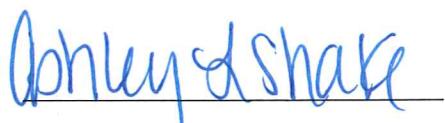


Annette M. Williams
[print name]

PTC BOYETTE, LLC, a Delaware limited liability company



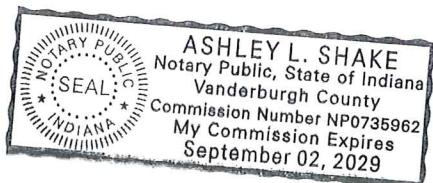
By: Daniel Traylor
Its: Authorized Representative



Ashley L. Shake
[print name]

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12th day of January 2026, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC who is personally known to me or who has produced as identification, and did or did not take the oath.



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

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59211 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 6,500.00	\$ 6,500.00
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25-23309 CLD - Ph 2/3 MG & Drainage	\$ 8,750.00	\$ 8,750.00
17662 Catalyst - Ph 1A Enhanced LA and permit fees	\$ 6,529.12	\$ 6,529.12
59509 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 14,375.00	\$ 14,375.00
<i>Subtotal</i>	\$ 162,735.59	\$ 124,828.24 \$ 37,907.35
Geotech		
4030 MEI - Ph 2/3 Roadway Augers	\$ 23,270.00	\$ 23,270.00
<i>Subtotal</i>	\$ 23,270.00	\$ - \$ 23,270.00
Total	\$ 278,520.65	\$ 183,899.80 \$ 94,620.85

LANDOWNER BILL OF SALE OF PHASE 1 PROJECT WORK PRODUCT

This *Landowner Bill of Sale of Phase 1 Project Work Product* evidencing the conveyance of certain Work Product described herein is made to be effective the 12th day of January 2026, by **PTC Boyette, LLC** ("Grantor"), a Delaware limited liability company, whose address 3879 Maple Avenue, Suite 300, Dallas, Texas 74219, and to the **PTC Community Development District** ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

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

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

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

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

This instrument is subject to the following provisions:

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name this 12th day of January 2026.

PTC BOYETTE, LLC



By: Daniel Traylor
Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of January 2026, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, a Delaware limited liability company, on behalf of the company, (check one) who is personally known to me or who has produced a _____ as identification.

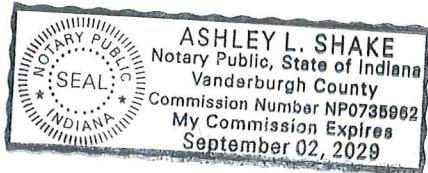


EXHIBIT A: Description of Work Product

PTC CDD consultant costs based on cost report dated October 31, 2025

PTC CDD reimbursement - seventh wave
based on October 31, 2025 cash report

		<u>Phase 1</u>	<u>Phases 2 & 3</u>	
Fees				
22693144 Pasco county reclaim usage Fee	\$ 676.35	\$ 676.35		
Ph 1A site inspection fee	\$ 300.00	\$ 300.00		
23058947 Pasco county reclaim usage Fee	\$ 1,270.89	\$ 1,270.89		
23199346 Pasco county reclaim usage Fee	\$ 387.91	\$ 387.91		
Ph 1B site inspection fee	\$ 1,500.00	\$ 1,500.00		
17359 Catalyst - Mckendree Enhanced LA Permit fees	\$ 2,247.46	\$ 2,247.46		
Subtotal	\$ 6,382.61	\$ 6,382.61		
Legal				
629/510267 GPI CSA on Kenton Rd Improvements	\$ 2,990.00		\$ 2,990.00	
629/513921 Castro JDA utility easement agreement	\$ 1,099.95	\$ 1,099.95		
629/513940 CDD Pedestrian Easements, GPI CSA	\$ 2,876.00	\$ 2,876.00		
629/516078 GPI CSA on Kenton Rd Improvements, Abbey CSA	\$ 1,951.00		\$ 1,951.00	
629/516063 Abbey CSA and McKendree Reimbursement to CDD	\$ 1,483.50	\$ 1,483.50		
629/518274 Abbey McKendree Reimbursement to CDD	\$ 115.00	\$ 115.00		
629/518280 GPI CSA on Kenton Rd improvements	\$ 345.00		\$ 345.00	
629/519991 Abbey CSA and McKendree Reimbursement to CDD	\$ 4,916.50	\$ 4,916.50		
629/521482 Abbey CSA and McKendree Reimbursement to CDD	\$ 4,612.00	\$ 4,612.00		
629/523782 Abbey CSA and McKendree Reimbursement to CDD	\$ 1,436.00	\$ 1,436.00		
25-1006 Gunster - Ph 2/3 Wetland ACOE Review	\$ 1,000.00		\$ 1,000.00	
629/525466 GPI CSA on Kenton Rd improvements	\$ 1,317.50		\$ 1,317.50	
884501 Gunster - Ph 2/3 Wetland ACOE Review	\$ 580.00		\$ 580.00	
Subtotal	\$ 24,722.45	\$ 16,538.95	\$ 8,183.50	
Survey				
25-154 AMI - Ph 2 Roadways, Leg. Desc. for WREC and Ped. Esmts	\$ 3,260.00		\$ 3,260.00	
25-153 AMI - Set PCPs and Lot Corners for Ph 1 Plat	\$ 6,750.00	50%	\$ 6,750.00	
20210642-39 Allen - SR 52 Route Survey for turn lanes	\$ 12,500.00		\$ 12,500.00	
20210642-40 Allen - DB pkwy and Boardwalk Way boring locates	\$ 2,925.00		\$ 2,925.00	
20210642-41 Allen - SR 52 Route Survey for turn lanes	\$ 10,000.00		\$ 10,000.00	
25-219 AMI - Benchmark Certifications	\$ 3,975.00	50%	\$ 3,975.00	
0108047 - 1 Geopoint - Ph 2/3 Road auger staking	\$ 13,000.00		\$ 13,000.00	
0108573 - 1 Geopoint - Ph 2/3 SHWE collection	\$ 9,000.00		\$ 9,000.00	
Subtotal	\$ 61,410.00		\$ 36,150.00	\$ 25,260.00
Planning & Engineering				
25-21415 CLD - Ph 1 insp., Mckendree Corr., Ph 2/3 wetland investigation	\$ 5,558.60	\$ 5,558.60		
25-21708 CLD - Ph 2/3 Wetland investigation	\$ 767.20		\$ 767.20	
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16396 Catalyst - McKendree Enhanced LA	\$ 5,470.00	\$ 5,470.00		
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25-22295 CLD - Ph 2/3 Wetland Investigation, Ph 1A LA Cert.	\$ 140.15		\$ 140.15	
25-22302 CLD - DB pkwy design & permitting	\$ 6,000.00	\$ 6,000.00		
16855 Catalyst - McKendree Enhanced LA	\$ 411.00	\$ 411.00		
59212 Lincks - Final FDOT Cert. for 52 and Tradeway	\$ 362.50	\$ 362.50		
25-22641 CLD - Ph 2/3 Redline MG	\$ 5,550.00		\$ 5,550.00	
25-22642 CLD - Ph 1A ins. Fee exp., USA	\$ 299.90	\$ 299.90		
25-22649 CLD - DB pkwy design & permitting	\$ 3,000.00	\$ 3,000.00		
25-22981 CLD - Ph 2/3 MG redline	\$ 7,400.00		\$ 7,400.00	
17356 Catalyst - DB Pkwy Enhanced LA	\$ 1,877.50	\$ 1,877.50		
58792 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 1,250.00	\$ 1,250.00		

59065 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 10,500.00	\$ 10,500.00
59211 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 6,500.00	\$ 6,500.00
59350 Lincks - Lot A Access Management Analysis and SR 52 Turn Lanes	\$ 23,375.00	\$ 23,375.00
17664 Catalyst - DB Pkwy Enhanced LA	\$ 2,880.00	\$ 2,880.00
25-23309 CLD - Ph 2/3 MG & Drainage	\$ 8,750.00	\$ 8,750.00
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<i>Subtotal</i>	\$ 23,270.00	\$ - \$ 23,270.00
Total	\$ 278,520.65	\$ 183,899.80 \$ 94,620.85

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

January __, 2026

Board of Supervisors
PTC Community Development District

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

Ladies and Gentlemen:

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

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Work Product is within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated April 24, 2023, amended November 7, 2024, as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023, amended November 7, 2024, among other applicable reports related to the future bond series (together, the “**Engineer’s Report**”), and specially benefit property within the District.
3. Clearview further hereby acknowledges that the District is acquiring or has acquired the Work Product developed by Clearview and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.
4. The total costs associated with the Work Product are **\$278,520.65** as set forth in the Bill of Sale. Such costs are equal to or less than what the Landowner actually paid to create and/or acquire such Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

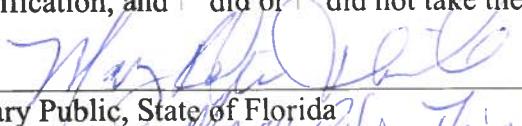
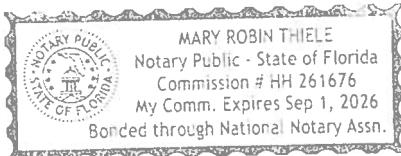
FURTHER AFFIANT SAYETH NOT.



Tommy Tito, P.E.
Clearview Land Design, P.L.
Florida Registration No. 88748
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 20th day of January 2026, by Tommy Tito, P.E. of Clearview Land Design, P.L. who is personally known to me or who has produced as identification, and did or did not take the oath.



Notary Public, State of Florida

Print Name: MARY ROBIN THIELE

Commission No.: HH 261676

My Commission Expires: 9/1/2026

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<i>Subtotal</i>	\$ 23,270.00	\$ - \$ 23,270.00
Total	\$ 278,520.65	\$ 183,899.80 \$ 94,620.85

2023 ACQUISITION AND CONSTRUCTION REQUISITION

PTC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

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

- (1) Requisition Number: 171
- (2) Name of Payee pursuant to Acquisition Agreement: PTC Boyette, LLC
- (3) Amount Payable: **\$278,520.65**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Soft costs related to the Series 2023 Project
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: acquisition and construction account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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

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

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

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Responsible Officer

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

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

CLEARVIEW LAND DESIGN, P.L.


Title: Tommy Tito, P.E. (District Engineer)

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS D**

ACKNOWLEDGMENT

THIS ACKNOWLEDGEMENT (the “Acknowledgment”) is made as of January ___, 2026, by PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and BURGESS CIVIL, LLC, a Florida limited liability company, whose mailing address is 9204 King Palm Drive, Tampa, Florida 33619 (“Contractor” and together with the District, the “Parties”).

A. The District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District.

B. The District competitively solicited proposals for its Double Branch Parkway Project (the “Project”) using a request for proposal format (the “RFP”), which RFP included forms of contract documents, including but not limited to a form of dual obligee rider.

C. After review and consideration of the proposals received, the District’s Board of Supervisors awarded the contract for the Project to Contractor as the most responsive, responsible proposer in accordance with the terms of the RFP.

D. Following the notice of the District’s intent to award the contract, the Parties negotiated a revised dual obligee rider for Contractor to execute as required by the RFP.

E. In connection with the execution of the construction agreement for the Project, the Parties desire to acknowledge and confirm the revised form of dual obligee rider attached hereto as **Exhibit A** shall replace the form of dual obligee rider included in the RFP.

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. ACKNOWLEDGEMENT. The Parties acknowledge and agree that the revised form of dual obligee rider attached hereto as **Exhibit A** shall be executed by Contractor for the Project in accordance with the requirements of the RFP. The form of dual obligee rider included in the RFP is hereby replaced in its entirety with **Exhibit A**.

3. NO OTHER REVISIONS. Except as expressly acknowledged in this Acknowledgement, all other contract documents, forms and Project requirements remain unchanged and in full force and effect.

4. BINDING EFFECT. This Acknowledgement shall inure to the benefit of and shall be

binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

PTC COMMUNITY DEVELOPMENT DISTRICT BURGESS CIVIL, LLC

Michael Wolf
Chairperson, Board of Supervisors

By: _____
Its: _____

Exhibit A: Revised Dual Obligee Rider

EXHIBIT B-1**MULTIPLE OBLIGEE
RIDER**

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. _____.

WHEREAS, on or about the _____ day of _____, **20** _____, _____, (hereinafter called the "Principal"), entered into a written agreement (hereinafter called the "Contract") with _____, (hereinafter called the "Primary Obligee") for _____ (hereinafter called the "Project"); and

WHEREAS, the Primary Obligee requires that Principal provide performance and payment bonds and that _____ and _____ be named as additional obligees under the Performance Bond; and

WHEREAS, Principal and the Surety have agreed to execute and deliver this Rider currently with the execution of Performance Bond No. _____ (hereinafter referred to as "Performance Bond") upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate that _____, and _____, and _____ shall be added to the Performance Bond as named obligees (hereinafter referred to as "Additional Obligees").

PROVIDED, HOWEVER, that the Surety shall not be liable under the Performance Bond to the Primary Obligee, the Additional Obligees, or any of them, unless the Primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth; and

PROVIDED, FURTHER that the aggregate liability of the Surety under this Performance Bond, to any or all of the obligees, as their interests may appear, is limited to the penal sum of said Performance Bond, that the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and that the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract; and

PROVIDED, FURTHER that the Surety may, at its option, make any payments under said Performance Bond by check issued jointly to all of the obligees.

Except as herein modified, said Performance Bond No. _____ shall be and remains in full force and effect.

Signed, sealed and dated this _____ day of _____, **20** _____.

(Principal)

(Seal)

By: _____

(Title)

(Surety)

(Seal)

By: _____

, Attorney-in-Fact

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS E**

CHANGE ORDER NO.: 4

Owner:	PTC CDD	Owner's Project No.:	N/A
Engineer:	Clearview Land Design, P.L.	Engineer's Project No.:	N/A
Contractor:	Ripa & Associates, LLC	Contractor's Project No.:	N/A
Project/Contract			
Name:	McKendree Road First Extension		
	Agreement between Owner and Contractor for Construction Contract		
	(Stipulated Price), dated on or about June 21, 2024 ("Agreement")		
		Effective Date of Change Order:	
Date Issued:	January 8, 2026	January 8, 2026	

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

Description:

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

PCO #	AMOUNT	DESCRIPTION
PCO # 4A	\$ 53,008.48	Corporate Lake Dr. Pedestrian Crosswalk ADA Overbuild
PCO # 4B	\$ 41,811.26	Tradeway Blvd & SR 52 Connection S to V Grate Replacement
PCO # 4C	\$ 662,611.39	Add McKendree/Setter Palm Enhanced Landscape & Irrigation

Attachments set forth in Composite Exhibit A:

- 4A Contractor Proposal & Exhibit (1-2 of 16)**
- 4B Contractor Proposal & Exhibit (3-4 of 16)**
- 4A & 4B EOR (Lincks) E-Mail Approvals (5-8 of 16)**
- 4C Contractor Proposal, Sub-contractors Bid Tab, Sub-contractor Bid (9-16 of 16)**

Change in Contract Price		Change in Contract Times	
Original Contract Price:	\$ 11,580,002.00	Original Contract Times:	Substantial Completion: 352/400 SR52 days Ready for final payment: 382/429 SR52 days
Increase from previously approved Change Orders No. 1 to No. 3:	\$ 289,420.60	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 3:	Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order:	\$ 11,869,422.60	Contract Times prior to this Change Order:	Substantial Completion: 352/400 SR52 days Ready for final payment: 382/429 SR 52 days
Increase this Change Order:	\$ 757,431.13	[Increase] this Change Order:	Substantial Completion: 90 days Ready for final payment: 120 days
Contract Price incorporating this Change Order:	\$ 12,626,853.73	Contract Times with all approved Change Orders:	Substantial Completion: 442/490 SR52 days Ready for final payment: 472/549 SR52 days

Recommended by Engineer

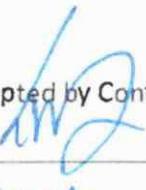
By: 
Title: Vice President

Date: _____

Signed by: 
Michael Wolf
26A7C23F73E3430...

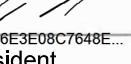
By: _____
Title: Chairperson
Date: 1/16/2026

Accepted by Contractor


President
January 12, 2026

Signed by: 
Vice President

Approved by Funding Agency (if applicable)

Signed by: 
Vice President
N/A
2E26E3E08C7648E...

1/16/2026

Composite Exhibit A



To: CH II Management, LLC	Contact: Doug South
Address: 30435 Commerce Drive, Suite 105 San Antonio, FL 33576	Phone: 910-508-0482
Project Name: PTC - McKendree Road / SR 52 Improvements - CO#4	Bid Number: 23-332
Project Location: SR 52 / McKendree Road, San Antonio, FL	Bid Date: 12/23/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
107 - SR 52 IMPROVEMENTS					
097	MAINTENANCE OF TRAFFIC	1.00	LS	\$3,135.60	\$3,135.60
102	DEMO & REPLACE EXISTING F CURB	180.00	LF	\$28.98	\$5,216.40
113	MILL EXISTING ASPHALT 1.5"	228.00	SY	\$10.16	\$2,316.48
110	ASPHALT OVERBUILD	158.70	TON	\$155.00	\$24,598.50
111	FC 12.5 76-22	685.00	SY	\$25.90	\$17,741.50
Total Price for above 107 - SR 52 IMPROVEMENTS Items:					\$53,008.48

Total Bid Price: \$53,008.48

SR 52 Improvements

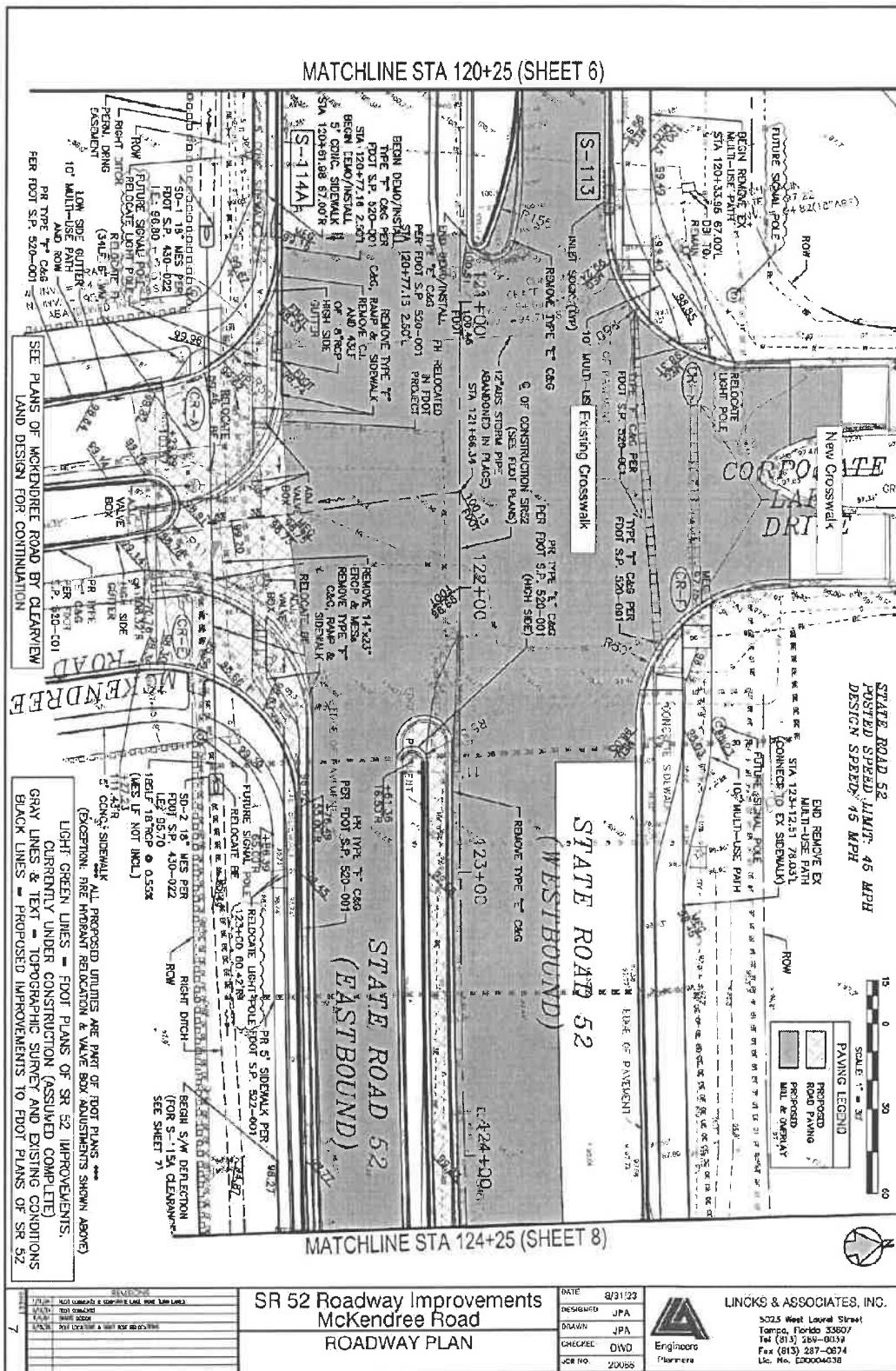
107 - SR 52 IMPROVEMENTS

\$53,008.48

Total Price for above SR 52 Improvements Items: **\$53,008.48**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Ripa & Associates Authorized Signature: _____ Estimator: Ryan Craft 813-623-6777 rcraft@ripaconstruction.com
--	---

Page 1 of 1



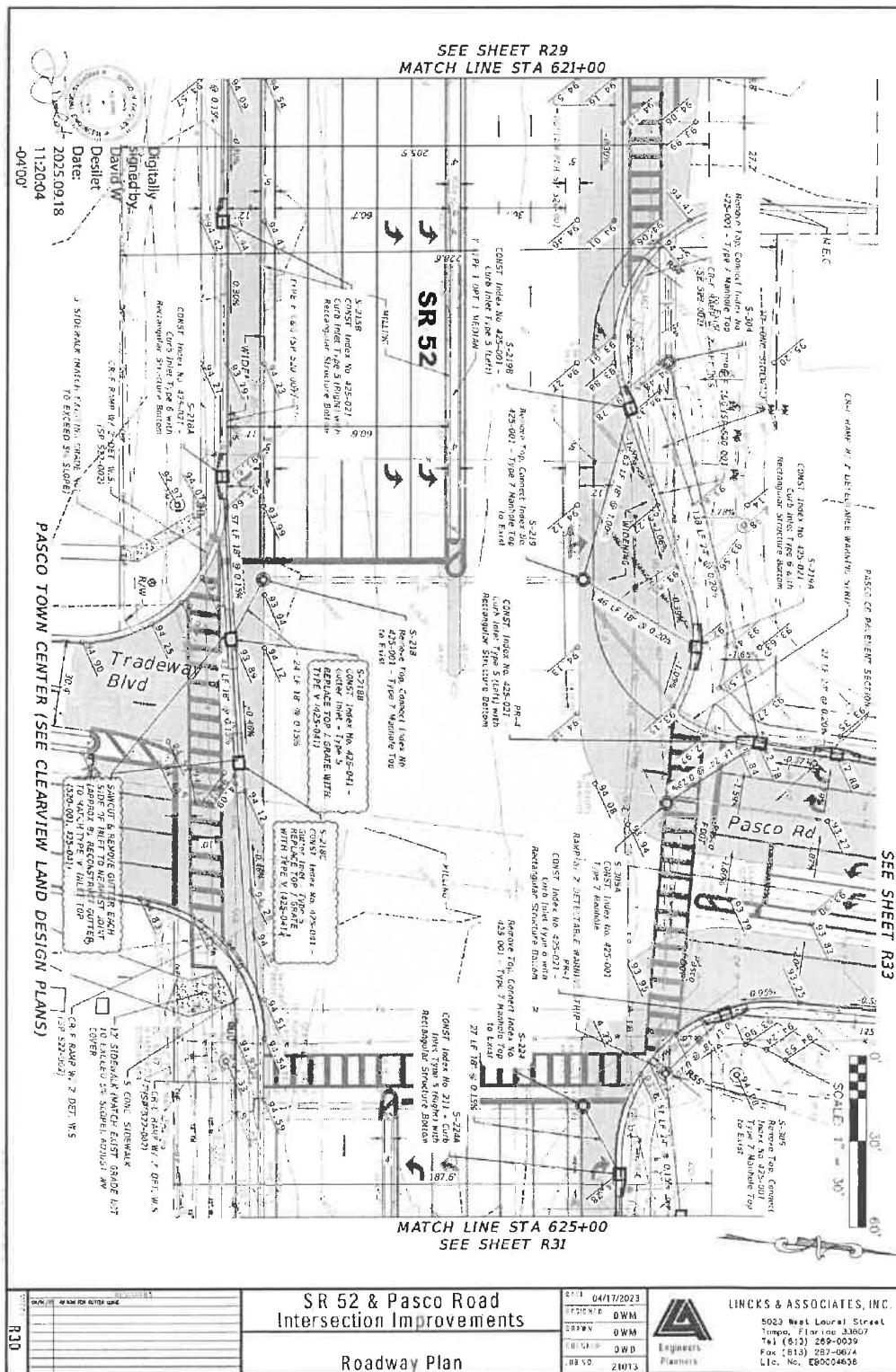


To:	CH II Management, LLC	Contact:	Doug South
Address:	30435 Commerce Drive, Suite 105 San Antonio, FL 33576	Phone:	910-508-0482
Project Name:	PTC - McKendree Road / SR 52 Improvements - CO#4	Bid Number:	23-332
Project Location:	SR 52 / McKendree Road, San Antonio, FL	Bid Date:	10/6/2025
Line #	Item Description	Estimated Quantity	Unit Price
001	MAINTENANCE OF TRAFFIC	1.00 LS	\$6,304.50
002	MAINTENANCE OF TRAFFIC FOR ASPHALT/ STRIPING IF NEEDED	1.00 LS	\$5,926.50
003	DEMO / RESTORE CURB	40.00 LF	\$102.01
004	REPLACE INLET TOP WITH V INLET	2.00 EACH	\$7,624.93
005	MILL EXISTING ASPHALT 1" (ALLOWANCE)	100.00 SY	\$23.25
006	1" TYPE FC FRICTION COURSE (ALLOWANCE)	100.00 SY	\$38.75
007	RE-STRIPING (ALLOWANCE)	1.00 LS	\$4,050.00
Total Price for above Items:			\$41,811.26

Total Bid Price: **\$41,811.26**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Ripa & Associates Authorized Signature: _____ Estimator: Ryan Craft 813-623-6777 rcraft@ripaconstruction.com
---	---

Page 1 of 1



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

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South, Douglas

From: Wilson Lorenz <lorenzengineering@yahoo.com>
Sent: Monday, December 29, 2025 3:51 PM
To: South, Douglas
Cc: Robert Fulp; Dave Desilet; Steven Henry
Subject: Re: 24-2221 McKendree Rd CO#04 - Corporate Lake Overbuild.pdf



Doug,

I think the milling and resurfacing might be on the high side, but given the fact that this entrance needs to be as smooth as possible, they may need this much. So I'd go along with the amount as proposed.

Wilson

*Wilson Lorenz, P.E.
Lorenz Engineering, LLC
813-244-8542
lorenzengineering@yahoo.com*

On Monday, December 29, 2025 at 09:54:02 AM EST, South, Douglas <dsouth@columnarinvestments.com> wrote:

Wilson/Dave,

Can you please review & approve the cost of the replacing the Tradeway Blvd/SR 52 connection S grate with V gate - \$ 41,811.26 (Not To Exceed w/ allowances)? It appears OK with me.

We want to proceed with this just as soon as the McKendree signal goes live so please stay on FDOT for approval. I understand the old permit was closed out so there are some hoops to jump through.

Doug South

VP Operations - FL

CH II Management, LLC
340 Crown Oak Centre Drive
Longwood, FL 32750
910.508.0482

dsouth@columnarinvestments.com

From: Wilson Lorenz <lorenzengineering@yahoo.com>
Sent: Friday, December 26, 2025 4:58 PM
To: South, Douglas <dsouth@columnarinvestments.com>
Cc: Robert Fulp <robertf@trafficmobility.com>; Dave Desilet <daved@trafficmobility.com>; Steven Henry <stevenh@trafficmobility.com>
Subject: Re: 24-2221 McKendree Rd CO#04 - Corporate Lake Overbuild.pdf

Doug,

After discussing this with Steve & Dave I went to the site to get some photos. See attached - you should be able to see how much the approach on the north leg had to be raised to get up to the level where the north sidewalk is located. The final pavement elevation varies from about 6" to 10" over the old pavement.

All of this is tied to the recent reconstruction of SR 52 which was occurring when the design was done so we were trying to hit a moving target. As it turns out the additional work would have been necessary anyway - we just didn't have all of the final SR 52 as-built info in place at the time of design. So after checking the quantities I believe the change order is justified.

Wilson

Wilson Lorenz, P.E.
Lorenz Engineering, LLC
813-244-8542
lorenzengineering@yahoo.com

On Tuesday, December 23, 2025 at 03:47:25 PM EST, South, Douglas <dsouth@columnarinvestments.com> wrote:

Gentlemen,

Please see below and attached from Ripa and let me know if you concur with their assessment/need for these changes and if you concur with the costs for change order?

Hope you all have a Merry Christmas & Happy New Year!

Doug South

VP Operations - FL

CH II Management, LLC

340 Crown Oak Centre Drive

Longwood, FL 32750

910.508.0482

dsouth@columnarinvestments.com

From: Ryan Craft <rcraft@ripaconstruction.com>
Sent: Tuesday, December 23, 2025 3:26 PM
To: South, Douglas <dsouth@columnarinvestments.com>
Cc: Zachary Hillier <zhillier@ripaconstruction.com>
Subject: 24-2221 McKendree Rd CO#04 - Corporate Lake Overbuild.pdf

Doug,

As discussed, attached is the CO for the remove & replace curb and the asphalt overbuild at Corporate Lake.

Summary: Plan sheet 7 shift the crosswalk further north than the current crosswalk but does not account for revised grading to make the new Crosswalk location ADA compliant. Due to this we had to overbuild the road in that area to achieve ADA compliance, but this required replacement of 240' of curb, and 150+ tons of additional asphalt. See attached sheet 7 for reference.

Please review and let me know if you have any questions.

Thanks,

Ryan Craft

Project Manager



RIPA & Associates 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619

Cell (813) 678-7002 . Fax (813) 663-6772

Email: rcraft@ripaconstruction.com . Web Site: www.ripaconstruction.com

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To:	CH II Management, LLC	Contact:	Doug South
Address:	30435 Commerce Drive, Suite 105 San Antonio, FL 33576	Phone:	910-508-0482
Project Name:	PTC - McKendree Road / SR 52 Improvements - CO#4	Bid Number:	23-332
Project Location:	SR 52 / McKendree Road, San Antonio, FL	Bid Date:	11/11/2025
Line # Item Description			
109 - LANDSCAPING & IRRIGATION			
001	LANDSCAPING	1.00 LS	\$475,287.16
002	IRRIGATION	1.00 LS	\$308,324.23
003	LANDSCAPING (ORIGINAL CONTRACT VALUE)	-1.00 LS	\$82,000.00 (\$82,000.00)
004	IRRIGATION (ORIGINAL CONTRACT VALUE)	-1.00 LS	\$39,000.00 (\$39,000.00)
Total Price for above 109 - LANDSCAPING & IRRIGATION Items:			\$662,611.39

Total Bid Price: **\$662,611.39**

Notes:

- THIS PROPOSAL IS BASED ON CONSTRUCTION PLANS DATED 08/19/2025.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Ripa & Associates
Buyer: _____	Authorized Signature: _____
Signature: _____	Estimator: Ryan Craft 813-623-6777 rcraft@ripaconstruction.com

Page 1 of 1

BID TAB - PTC/Double Branch PH 1C - McKendree Rd Landscape & Irrigation

September 25, 2025 5:00 PM via email to Fipa & CHI

Bidder	PH 1C LS	PH 1C IRR	General Conditions	Sub-Total	Add P & P Bond	TOTAL	Days
Brightview	\$ 399,363.64	\$ 319,332.21	\$ -	\$ 718,695.85	\$ 7,186.96	\$ 725,882.81	90
Cornerstone	\$ 447,568.17	\$ 232,650.91	\$ 14,006.38	\$ 714,325.46	\$ 7,857.58	\$ 722,183.04	50
Juniper	\$ 446,483.67	\$ 310,598.33	\$ -	\$ 757,080.00	\$ 7,570.00	\$ 764,570.00	60
Steadfast	\$ 423,079.24	\$ 275,294.75	\$ -	\$ 698,373.99	\$ 13,880.00	\$ 712,253.99	60
Sunrise	No Bid						



30435 Commerce Drive Unit 102 • San Antonio, FL 33576 • Phone: 844-347-0702 • Fax: 813-501-1432

RIPA & Associates
Phone: 18136236777

1409 Tech Blvd Suite 1
Tampa, FL 33619

Job Address:
McKendree Road
San Antonio, FL 33576
Print Date: 9-25-2025

Double Branch/Pasco Town Center McKendree Rd.

Thank you for considering Steadfast for your project needs. We are pleased to present our proposal, which reflects our commitment to delivering high-quality results tailored to your requirements.

Steadfast proposes to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, the following described work:

Canopy Tree (Code)

Items	Description	Qty/Unit	Unit Price	Price
QVC- Quercus Virginiana Southern Live Oak 3" Cal.	14'-16' HT., 6'-8' SPRD.	91 EA	\$610.00	\$55,510.00
QV6- Quercus Virginiana Southern Live Oak 6" Cal.	20'-22' HT., 10'-12' SPRD, SPECIMEN	12 EA	\$2,400.00	\$28,800.00

Canopy Tree (Code) Total: \$84,310.00

Canopy Trees

Items	Description	Qty/Unit	Unit Price	Price
AF- Acer Rubrum 'Florida Flame' Florida Flame Red Maple 3" Cal.	12'-14' HT., 5'-6' SPRD.	3 EA	\$600.00	\$1,800.00

Items	Description	Qty/Unit	Unit Price	Price
MD- Magnolia Grandiflora 'D.D. Blanchard'	16'-18' HT., 6'-8' SPRD D.D. Blanchard Southern Magnolia 4" Cal.	2 EA	\$850.00	\$1,700.00
PD- Pinus Elliotti var. densa	10'-12' HT., SINGLE LEADER Densa Slash Pine 3" Cal.	99 EA	\$500.00	\$49,500.00
PT- Pinus Palustris	10'-12' HT., SINGLE LEADER Longleaf Pine 3" Cal.	10 EA	\$600.00	\$6,000.00
QV3- Quercus Virginiana	14'-16' HT., 6'-8' SPRD Southern Live Oak 3" Cal.	34 EA	\$610.00	\$20,740.00
UA- Ulmus Alata	12'-14' HT., 5'-6' SPRD Winged Elm 3" Cal.	1 EA	\$550.00	\$550.00

Canopy Trees Total: \$80,290.00

Shrubs

Items	Description	Qty/Unit	Unit Price	Price
SRR- Serenoa Repens 'Cinerea'	18"-24" HT. Silver Saw Palmetto 7 Gal.	120 EA	\$60.00	\$7,200.00
SR- Serenoa Repens 'Cinera'	18"-24" HT. Silver Saw Palmetto 7 Gal.	106 EA	\$60.00	\$6,360.00

Shrubs Total: \$13,560.00

Shrub Areas

Items	Description	Qty/Unit	Unit Price	Price
CC- Callistemon Citrinus 'Little John'	12"-18" HT. 24" O.C. Little John Bottlebrush 3 Gal.	258 EA	\$16.00	\$4,128.00
HC- Hamelia Patens 'Compacta'	18"-24" HT. 36" O.C. Dwarf Firebush 3 Gal.	277 EA	\$12.00	\$3,324.00
IV- Ilex vomitoria 'Nana'	12"-16" HT. 24" O.C. Dwarf Yaupon 3 Gal.	824 EA	\$14.00	\$11,536.00
MC- Muhebergia Capilaris Pink Muhy Grass 3 Gal.	18"-24" HT. 36" O.C.	665 EA	\$12.00	\$7,980.00
PI- Plumbago Auriculata 'Imperial Blue'	18"-24" HT. 30" O.C. Imperial Blue Plumbago 3 Gal.	571 EA	\$13.00	\$7,423.00
SM- Sabal Minor Dwarf Palmetto 3 Gal.	18"-24" FULL 36" O.C.	56 EA	\$28.00	\$1,568.00
TF- Tripsacum Floridanum Dwarf Fakahatchee Grass 3 Gal.	18"-24" HT. 36" O.C.	324 EA	\$12.00	\$3,888.00
ZP- Zamia Pumila Coontie Cycad 3 Gal.	18"-24" HT. 36" O.C.	411 EA	\$25.00	\$10,275.00

Shrub Areas Total: \$50,122.00

Ground Covers

Items	Description	Qty/Unit	Unit Price	Price
LE- Liriope Muscaris 'Emerald Goddess' Emerald Goddess Lilturf 1 Gal.	FULL 18' O.C.	173 EA	\$6.00	\$1,038.00

Ground Covers Total: \$1,038.00

Sod

Items	Description	Qty/Unit	Unit Price	Price
PA- Paspalum Notatum 'Argentine' Argentine Bahia Grass	SOD	36,110 SF	\$0.48	\$17,332.80
ST- Stenotaphrum Secundatum 'Floratam' Floratam St. Augustine Sod	SOD	190,018 SF	\$0.58	\$110,210.44

Sod Total: \$127,543.24

Mulch

Items	Description	Qty/Unit	Unit Price	Price
Pine Straw Mulch Pine Bark Mulch		888 Bales	\$12.00	\$10,656.00

Mulch Total: \$10,656.00

General Site Conditions

Items	Description	Qty/Unit	Unit Price	Price
Tree Staking and Strapping Tree Staking and Strapping	INSTALL USING BMP	252 EA	\$30.00	\$7,560.00
Final Grade, Prep Final Grade	CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY SOD REMOVAL, AND/OR INSTALLATION WORK. FINE GRADE AND APPLY HERBICIDE TO BEDS AND SOD AREAS. INCLUDES REMOVAL AND DUMPING OF STABILIZATION SOD	1 LS	\$20,530.00	\$20,530.00

Items	Description	Qty/Unit	Unit Price	Price
Top Soil *If Required*	SPREAD TOPSOIL FOR ALL PLANTING BEDS AND SOD AREAS	324 CY	\$50.00	\$16,200.00
Topsoil				

General Site Conditions Total: \$44,290.00

Irrigation

Items	Description	Qty/Unit	Unit Price	Price
Irrigation	INSTALL IRRIGATION PER PLAN	1 LS	\$275,294.75	\$275,294.75
Irrigation				

Irrigation Total: \$275,294.75

Unassigned

Items	Description	Qty/Unit	Unit Price	Price
Root Barrier		1 LS	\$11,270.00	\$11,270.00
Root Barrier				

Unassigned Total: \$11,270.00

Total Price: \$698,373.99

Terms and Conditions:

Insurance:

Contractor shall purchase and maintain insurance that will protect contractor from claims arising out of contractor operations under this Agreement, whether the operations are by contractor, or any of the contractor's consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Warranty:

The Contractor warrants its work and material against defects and guarantees its work for 90 (Ninety) days after the completion of the project. Acts of God and incidents of negligence by others excluded.

Site Conditions:

Owner/General Contractor to provide a plant-ready finished grade, a metered point of connection, and commercial power prior to landscape and irrigation installation. Adjacent land development and/or vertical construction activities that could damage landscape and irrigation should be complete.

Contractor to notify Owner of the identification of any hazardous materials or conditions present on the jobsite and proceed only pending the remediation of hazardous conditions by others.

Sleaving:

Owner/General Contractor to provide advance notice prior to the installation of road or paver base in order to allow contractor to install crossings under roads, drives, walks, and isolated planters prior to their constructions.

Pricing:

Due to dynamic and uncertain economic conditions, pricing on all services can only be guaranteed for 30 days from the date of the proposal's issuance..

Payment:

Final payment of the balance due shall be made to the Contractor no later than thirty (30) days after completion and acceptance of the contracted work. Accounts over 60 days past due will be subject to credit hold and services may be suspended. All past due amounts are subject to interest at 1.5% per month plus costs of collection including attorney fees if incurred.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS F**

STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 20th day of January 2026, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and PTC Community Development District, whose address is c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 ("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Pasco Town Center Phase 1 (Double Branch) and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

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

1. SCOPE OF SERVICES

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is

a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if

the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

Signature

Printed Name of Customer

Title

Date

**WITHLACOCHEE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Chuck Sheets Engineer Supervisor

Printed Name and Title

EXHIBIT A

**Legal Description
09-25-20-0000-00100-0050**

Assessed in Section 09, Township 25 South, Range 20 East
of Pasco County, Florida

THAT PART OF SECTION 9 LYING SOUTH OF SLY R/W LINE SR 52 LESS
ALL THAT POR LYING EAST OF MCKENDREE RD LESS COM AT SW COR
OF NW1/4 OF SEC 9 TH N02DEG21'04"E 355.20 FT TO SOUTH R/W LN
OF SR 52 TH N84DEG27'41"E 100.94 FT TH S02DEG21'04"W 364.66 FT TO
SOUTH LN OF NW1/4 TH S02DEG 07'46"W 1648.41 FT TH N87DEG
52'14"W 100.00 FT TO WEST LINE OF SW1/4 TH N02DEG07'46"E 1644.80
FT TO POB EXCEPT POR OF DESC AS PARCEL 107 PART F PER OR 8899
PG 796 SUBJ TO ESMT FOR ING/EGR PER OR 9743 PG 1805

EXHIBIT B

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
260	LED 400 Shoebox Stock# 6693	23
915	35' Concrete Rental Stock# 2180	23

EXHIBIT C

<u>Type</u>	<u>Description</u>	<u>Rate</u>
260	LED 400 Shoebox Stock# 6693	\$20.75
915	35' Concrete Rental Stock# 2180	\$4.75



Name PTC CDD
Attn: Doug South
Address 2300 Glades Road
Suite 410W Boca Raton, Florida 33431

Date 01/12/26 WREC Account Number 2305414
Job Location Double Branch (Pasco Town Center)
Account Number

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

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

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 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	\$ 104,828	\$ -	\$ -	\$ -	\$ -	\$ 104,828
Investments						
Revenue	-	50,373	1,431	-	-	51,804
Reserve - encumbered	-	1,616,000	2,606,000	-	-	4,222,000
Reserve - available	-	836,189	1,199,346	-	-	2,035,535
Prepayment	-	47,640	83,504	-	-	131,144
Capitalized interest	-	88,128	558,157	-	-	646,285
Construction - available	-	-	-	3,109,498	1,347,188	4,456,686
Cost of issuance	-	9,895	18,766	-	-	28,661
Retainage	-	16	24	4,520	6,696	11,256
Undeposited funds	-	-	-	260,000	-	260,000
Due from capital projects fund 2023A	-	-	-	-	1,807,367	1,807,367
Utility deposit	37,437	-	-	-	-	37,437
Total assets	<u>\$ 142,265</u>	<u>\$ 2,648,241</u>	<u>\$ 4,467,228</u>	<u>\$ 3,374,018</u>	<u>\$ 3,161,251</u>	<u>\$13,793,003</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ 2,105	\$ -	\$ 2,105
Retainage payable	-	-	-	236,086	310,548	546,634
Tax payable	275	-	-	-	-	275
Due to capital projects fund 2023B	-	-	-	1,807,367	-	1,807,367
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>6,275</u>	<u>-</u>	<u>-</u>	<u>2,045,558</u>	<u>310,548</u>	<u>2,362,381</u>
Fund balances:						
Restricted for:						
Debt service	-	2,648,241	4,467,228	-	-	7,115,469
Capital projects	-	-	-	1,328,460	2,850,703	4,179,163
Unassigned	135,990	-	-	-	-	135,990
Total fund balances	<u>135,990</u>	<u>2,648,241</u>	<u>4,467,228</u>	<u>1,328,460</u>	<u>2,850,703</u>	<u>11,430,622</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 142,265</u>	<u>\$ 2,648,241</u>	<u>\$ 4,467,228</u>	<u>\$ 3,374,018</u>	<u>\$ 3,161,251</u>	<u>\$13,793,003</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 30,185	0%
Assessment levy: off-roll	169,437	169,437	338,847	50%
Total revenues	<u>169,437</u>	<u>169,437</u>	<u>369,032</u>	
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,938	6,459	30%
Management/admin/recording	4,000	12,000	48,000	25%
Legal	2,524	5,115	25,000	20%
Engineering	-	75	2,000	4%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	625	1,875	7,500	25%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	458	1,375	5,500	25%
Telephone	17	50	200	25%
Postage	18	18	500	4%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,700	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,732	5,800	99%
Contingencies/bank charges	80	247	500	49%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,764</u>	<u>28,725</u>	<u>115,749</u>	
Field Operations				
Management	-	-	4,500	0%
Landscape Maint.				
Maintenance contract	10,982	32,946	140,000	24%
Plant replacement	-	-	2,500	0%
Annuals	-	-	2,000	0%
Mulch	-	-	4,000	0%
Irrigation repairs	-	363	1,500	24%
Aquatic maintenance:				
Maintenance contract	1,700	5,100	28,000	18%
Lake/pond bank maintenance	-	-	6,000	0%
Wetland mitigation buffer maintenance	-	-	5,000	0%
Utility:				
Reclaimed domestic irrigation	502	600	7,800	8%
Electric service	1,315	2,629	4,200	63%
Street lights - collector roads	-	-	12,434	0%
Sidewalk repairs and maintenance	-	-	1,500	0%

PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 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 suplies & service	-	-	2,250	0%
Power washing	-	-	1,250	0%
Miscellaneous	-	-	25,000	0%
Total field operations	14,499	41,638	252,654	
Other fees & charges				
Property appraiser/tax collector	-	-	629	0%
Total other fees & charges	-	-	629	0%
Total expenditures	22,263	70,363	369,032	
Excess/(deficiency) of revenues over/(under) expenditures	147,174	99,074	-	
Fund balances - beginning	(11,184)	36,916	-	
Fund balances - ending	\$ 135,990	\$ 135,990	\$ -	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 319,644	0%
Assessment levy: off-roll	- -	- -	2,138,542	0%
Interest	8,669	28,334	- -	N/A
Total revenues	8,669	28,334	2,458,186	
EXPENDITURES				
Debt service				
Principal	- -	30,000	360,000	8%
Interest	- -	1,048,775	2,097,550	50%
Tax collector	- -	- -	6,659	0%
Total debt service	- -	1,078,775	2,464,209	
Excess/(deficiency) of revenues over/(under) expenditures	8,669	(1,050,441)	(6,023)	17440%
Fund balances - beginning	2,639,572	3,698,682	3,748,764	
Fund balances - ending	\$ 2,648,241	\$ 2,648,241	\$ 3,742,741	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 2,874,052	0%
Assessment prepayments	67,718	67,718	-	N/A
Interest	14,663	56,132	-	N/A
Total revenues	82,381	123,850	2,874,052	
EXPENDITURES				
Debt service				
Principal	-	1,565,000	-	N/A
Interest	-	1,437,031	2,874,063	50%
Total debt service	-	3,002,031	2,874,063	
Excess/(deficiency) of revenues over/(under) expenditures	82,381	(2,878,181)	(11)	
Fund balances - beginning	4,384,847	7,345,409	5,903,387	
Fund balances - ending	\$ 4,467,228	\$ 4,467,228	\$ 5,903,376	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 12,594	\$ 35,975
Total revenues	<u>12,594</u>	<u>35,975</u>
EXPENDITURES		
Construction costs	461,407	797,731
Total expenditures	<u>461,407</u>	<u>797,731</u>
Excess/(deficiency) of revenues over/(under) expenditures	(448,813)	(761,756)
Fund balances - beginning	1,777,273	2,090,216
Fund balances - ending	<u>\$ 1,328,460</u>	<u>\$ 1,328,460</u>

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,798	\$ 32,578
Total revenues	<u>7,798</u>	<u>32,578</u>
EXPENDITURES		
Construction costs	606,934	1,049,333
Total expenditures	<u>606,934</u>	<u>1,049,333</u>
Excess/(deficiency) of revenues over/(under) expenditures	(599,136)	(1,016,755)
Fund balances - beginning	3,449,839	3,867,458
Fund balances - ending	<u>\$ 2,850,703</u>	<u>\$ 2,850,703</u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
PTC
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the PTC Community Development District held a Special Meeting on November 18, 2025 at 2:00 p.m., at the offices of the District Engineer, View Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, Florida 33609.

Present:

Doug South	CH II Management, LLC
Tommy Tito	Clearview Land Design
Joe Glatt	Burgess Civil
Clark Roland	Hughes Brothers
Matt Fetterhoff	Phillips Heavy, Inc.
Sophie Grant	Ripa & Associates

AUDIO WAS NOT AVAILABLE

MEETING TRANSCRIBED FROM EMAILED NOTES AND BID OPENING FORMS

FIRST ORDER OF BUSINESS

Call to Order

NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN

24 Mr. South called the meeting to order at 2:00 p.m. The purpose of this meeting is to
25 open the responses to the Double Branch Parkway Project Request for Proposals (RFP) and
26 record them. No questions or comments from the public will be answered.

27 Representatives from Burgess Civil, Hughes Brothers, Ripa & Associates, and Phillips
28 Heavy, Inc. were in attendance.

SECOND ORDER OF BUSINESS

Public Opening of Pasco Town Center Double Branch Parkway Proposal Packages

33 Mr. South opened the responses to the RFP and the lump sum proposal dollar amount,
34 calendar days to substantial completion, and calendar days to final completion were read aloud
35 and entered into the Bid Tab form, as follows:

36 1. **Burgess Civil:** The sealed bid package was received on time. The bid was:

37 **Double Branch Parkway \$** **Subst Compl # Days** **Final Compl # Days**

38 \$1,735,000.00 80 30

39 2. **Hughes Brothers:** The sealed bid package was received on time. The bid was:

40 **Double Branch Parkway \$** **Subst Compl # Days** **Final Compl # Days**

41 \$1,676,898.75 107 38

42 3. **Phillips Heavy, Inc.:** The sealed bid package was received on time. The bid was:

43 **Double Branch Parkway \$** **Subst Compl # Days** **Final Compl # Days**

44 \$1,832,164.82 90 30

45 4. **Ripa & Associates:** The sealed bid package was received on time. The bid was:

46 **Double Branch Parkway \$** **Subst Compl # Days** **Final Compl # Days**

47 \$1,892,691.75 180 32

48

49 **THIRD ORDER OF BUSINESS** **UPCOMING MEETINGS**

50

51 ➤ **November 21, 2025 at 11:00 AM [Special Meeting]**

52 Proposers were informed that the proposals will be evaluated by the PTC CDD Board at
53 the publicly advertised Board Meeting on Friday, November 21, 2025 at 11:00 a.m., at 12724
54 Smith Road, Dade City, FL 33525.

55

56 **FOURTH ORDER OF BUSINESS** **Adjournment**

57

58 The meeting adjourned at 2:10 p.m.

59

60

61

62 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

63
64
65
66

Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

MINUTES OF MEETING

PTC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the PTC Community Development District held a Special Meeting on November 21, 2025 at 11:00 a.m., at 12724 Smith Road, Dade City, Florida 33525.

Present:

Michael Wolf	Chair
Thatcher Brown	Vice Chair
Chase Collier (via telephone)	Assistant Secretary
Kelly Sinn	Assistant Secretary
John McKay	Assistant Secretary

Also present:

Jordan Lansford	District Manager
Grace Rinaldi	District Counsel
Doug South	CH II Management, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Lansford called the meeting to order at 11:00 a.m.

Supervisors Sinn, Brown and McKay were present. Supervisor Collier attended via telephone. Mr. Wolf was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Review of Proposals for Pasco Town Center Double Branch Parkway RFP

This item was addressed following the Seventh Order of Business.

A. Respondents

- I. Burgess Civil, LLC
- II. Hughes Brothers Construction, Inc.
- III. Phillips Heavy, Inc.
- IV. Ripa & Associates, LLC

41 B. Ranking/Evaluation

42 C. Authorization to Negotiate and Finalize Contract(s)

43 • Consideration of Resolution 2026-02, Regarding the Award of a Construction
44 Services Contract for the Pasco Town Center Double Branch Parkway Project;
45 Providing a Severability Clause; and Providing an Effective Date

46

47 **FOURTH ORDER OF BUSINESS**

48 Consideration of Resolution 2026-03,
49 Designating a Date, Time and Location for
50 Landowners' Meeting and Election;
51 Providing for Publication, Providing for
52 Severability and an Effective Date

53 Ms. Lansford presented Resolution 2026-03. Seats 1, 2 and 5, currently held by Michael
54 Wolf, Chase Collier and John McKay, respectively, will be up for election at the Landowners'
55 Election.

56 **On MOTION by Mr. Brown and seconded by Ms. Sinn, with all in favor,**
57 **Resolution 2026-03, Designating November 20, 2026 at 11 a.m., at 12724 Smith**
58 **Road, Dade City, Florida 33525, as the Date, Time and Location for Landowners'**
59 **Meeting and Election; Providing for Publication, Providing for Severability and**
60 **an Effective Date, was adopted.**

61

62

63 **FIFTH ORDER OF BUSINESS**

Ratification Items

64 A. Ripa & Associates, LLC Change Order No. 3 McKendree Road First Extension

65 B. Lincks & Associates, LLC Professional Traffic Engineering Services Agreement

66 C. Steadfast Contractors Alliance, LLC Addendum to Landscape and Irrigation
67 Maintenance Services Agreement

68 D. Water Resource Associates, LLC Continuing Professional Engineering Services
69 Agreement

70 **On MOTION by Mr. McKay and seconded by Mr. Brown, with all in favor,**
71 **Ratification Items 5A through 5D, as listed, were ratified.**

72

73

74 **SIXTH ORDER OF BUSINESS**

75 Acceptance of Unaudited Financial
76 Statements as of September 30, 2025

77

78

79 **On MOTION by Mr. Brown and seconded by Ms. Sinn, with all in favor, the**
80 **Unaudited Financial Statements as of September 30, 2025, were accepted.**

80

81

82 **SEVENTH ORDER OF BUSINESS****Approval of Minutes**

83

84 **A. August 22, 2025 Public Hearings and Regular Meeting**85 **B. October 3, 2025 Special Meeting**

86 **On MOTION by Mr. Brown and seconded by Mr. McKay, with all in favor, the**
87 **August 22, 2025 Public Hearings and Regular Meeting Minutes and the October**
88 **3, 2025 Special Meeting Minutes, both as presented, were approved.**

89

90

91 Ms. Rinaldi stated that Mr. McKay disclosed a potential conflict of interest with regard
92 to consideration of the responses to the RFP. Upon further research, she confirmed that there
93 is no conflict of interest pursuant to Florida Law; however, in an abundance of caution, Mr.
94 McKay completed Form 8B, which will become part of the record and will be attached as Exhibit
95 A to the meeting minutes to be part of the record of proceedings for today's meeting.

96 Mr. McKay read his Form 8B into the record, as follows:

97 "I, John McKay, hereby disclose that I am engaged as a consultant for 4G Ranch,
98 LLC, an entity which may have similar management to Phillips Heavy, Inc.
99 However, Phillips Heavy, Inc. does not constitute a parent, subsidiary, or sibling
100 organization or subsidiary of a principal which has retained me under Florida
101 law, nor does it constitute a business associate and, therefore, no conflict of
102 interest exists under Florida law.

103 However, due to my engagement with 4G Ranch, LLC and the potential special
104 gain or loss to Phillips Heavy, Inc., voting on matters relating to the award of this
105 contract may create the appearance of a conflict of interest under Section
106 112.3143, Florida Statutes. In an abundance of caution and despite not requiring
107 disclosure, I have completed and have filed or will file this Form 88
108 Memorandum of Voting Conflict within fifteen (15) days of this vote, which will
109 be incorporated into the minutes of the November 21, 2025, PTC Community
110 Development District meeting. As there is no conflict of interest pursuant to
111 Florida law, and because my seat on the Board of Supervisors for the PTC
112 Community Development District is filled through the landowner election
113 process, I am not prohibited from participating in the discussion or voting on this
114 matter."

115 ▪ **Review of Proposals for Pasco Town Center Double Branch Parkway RFP**116 **This item, previously the Third Order of Business, was presented out of order.**117 **A. Respondents**118 Ms. Lansford stated that the Hughes Brothers Construction, Inc., bid was deemed
119 nonresponsive for failure to conform to the requirements of the RFP documents by failing to
120 provide a bid bond with its proposal.121 Ms. Rinaldi stated that failure to provide the bid bond is an unwaivable deficiency;
122 therefore, the Hughes Brothers Construction, Inc., bid cannot be considered.

123 Mr. South stated that responses were received from the following:

124 I. **Burgess Civil, LLC**125 II. **Hughes Brothers Construction, Inc.**126 This bid was deemed non-responsive for failure to conform to the requirements of the
127 RFP documents by failing to provide a bid bond with its proposal; therefore, it could not be
128 evaluated.129 III. **Phillips Heavy, Inc.**130 IV. **Ripa & Associates, LLC**131 **B. Ranking/Evaluation**132 The Board decided to score and rank the respondents collectively, based on Mr.
133 Thatcher's scores and ranking, as follows:

134 #1 Burgess Civil, LLC 97 Points

135 #2 Phillips Heavy, Inc. 93 Points

136 #3 Ripa & Associates, LLC 83 Points

137 **C. Authorization to Negotiate and Finalize Contract(s)**138 • **Consideration of Resolution 2026-02, Regarding the Award of a Construction
139 Services Contract for the Pasco Town Center Double Branch Parkway Project;
140 Providing a Severability Clause; and Providing an Effective Date**141 It was noted that engagement of Burgess Civil, LLC should be contingent upon including
142 the performance bond fee and NPDES requirement at no additional cost.143 **Supervisor Wolf joined the meeting via telephone at 11:12 a.m.**144 Regarding the next step if Burgess Civil, LLC does not agree to the contingent
145 requirement, Ms. Rinaldi stated that negotiations could then proceed to the next highest-
146 ranked respondent.

147 Ms. Lansford presented an amended version of Resolution 2026-02, which reflects that
148 the Hughes Brothers Construction, Inc. bid was deemed nonresponsive for failure to provide a
149 bid bond with its proposal.

150 **On MOTION by Mr. Brown and seconded by Mr. McKay, with all in favor,**
151 **Resolution 2026-02, as amended, Regarding the Award of a Construction**
152 **Services Contract for the Pasco Town Center Double Branch Parkway Project,**
153 **and engage in contracting with Burgess Civil, LLC, contingent upon including**
154 **the performance bond fee and NPDES requirement at no additional cost;**
155 **Providing a Severability Clause; and Providing an Effective Date, was adopted.**

156

157

158 **EIGHTH ORDER OF BUSINESS** Staff Reports

159

160 **A. District Counsel: Kilinski / Van Wyk PLLC**

161 Ms. Rinaldi reminded the Board Members to complete the required four hours of ethics
162 training by December 31, 2025. Based on when she was appointed, Ms. Sinn does not need to
163 complete the requirement until December 31, 2026. Completion of the requirement will be
164 self-reported when filing Form 1 in 2026.

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

166 There was no report.

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

168 • **NEXT MEETING DATE: December 26, 2025 at 5:00 PM**

169 ○ **QUORUM CHECK**

170 The December 26, 2025 meeting will be cancelled. If necessary, a Special Meeting will
171 be held, and the regular meeting schedule will resume in January 2026.

172

173 **NINTH ORDER OF BUSINESS** Board Members' Comments/Requests

174

175 There were no Board Members' comments or requests.

176

177 **TENTH ORDER OF BUSINESS** Public Comments

178

179 No members of the public spoke.

180

181 **ELEVENTH ORDER OF BUSINESS** Adjournment

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184

**On MOTION by Mr. Brown and seconded by Mr. Wolf, with all in favor, the
meeting adjourned at 11:17 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

191
192
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Secretary/Assistant Secretary

Chair/Vice Chair

PTC CDD

196

197

DRAFT

EXHIBIT A

November 21, 2025

John McKay Form 8B

PTC

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

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 CANCELED	Regular Meeting	11:00 AM
November 21, 2025	Special Meeting	11:00 AM
November 28, 2025 CANCELED	Regular Meeting	5:00 PM
December 26, 2025 CANCELED	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

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.