

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

February 6, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Peace Crossing 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

January 30, 2025

Board of Supervisors
Peace Crossing Community Development District

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

NOTE: Meeting Location

Dear Board Members:

The Board of Supervisors of the Peace Crossing Community Development District will hold a Regular Meeting on February 6, 2025 at 11:00 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-03, Amending Resolution 2024-21 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date
4. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of December 31, 2024
 - B. Approval of December 5, 2024 Regular Meeting Minutes
 - C. Ratification Items
 - I. Lake Wales Property Holdings, LLC, Special Warranty Deed (ROW Donation – Thompson Nursery Road)
 - II. Bio-Tech Consulting, LLC Addendum to Proposal for Professional Services for Lake Wales Property - Spine Road GT Relocation/Invoice
 - III. GAI Consultants, Inc. Agreement for Continuing Construction Engineering & Inspection
 - IV. WSB LLC Agreement for Continuing Construction Engineering & Inspection
 - V. Polk County Interlocal Infrastructure Agreement [Thompson Nursery Road]
 - VI. Core & Main Purchase Requisition Request [Lake Wales Spine Road, Civil Site Work]

VII. Polk County Property Appraiser Agreements

- a. 2025 Data Sharing and Usage Agreement
- b. Contract Agreement

VIII. Phillips & Jordan, Inc. Change Orders

- a. No 001 [Lake Wales Spine Road Civil Site Work]
- b. No 002 [Lake Wales Spine Road Civil Site Work]

5. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Stantec Consulting Services, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 6, 2025 at 11:00 AM [Location to be determined]

○ QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐	IN-PERSON	☐	PHONE	☐	No
SEAT 2	KEVIN MAYS	☐	IN-PERSON	☐	PHONE	☐	No
SEAT 3	JUSTIN ONORATO	☐	IN-PERSON	☐	PHONE	☐	No
SEAT 4	KEVIN KRAMER	☐	IN-PERSON	☐	PHONE	☐	No
SEAT 5	MICHAEL OSBORN	☐	IN-PERSON	☐	PHONE	☐	No

6. Board Members' Comments/Requests

7. Public Comments

8. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-03

A RESOLUTION OF THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AMENDING RESOLUTION 2024-21 AND AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, 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; and

WHEREAS, the District previously adopted Resolution 2024-21, establishing a policy governing the disbursement of funds without prior approval by the Board; and

WHEREAS, the Board now desires to amend Resolution 2024-21 in order to provide for the authority of the District’s Vice Chairman and increase the threshold for non-continuing expenses; and

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

SECTION 1. Except as otherwise provided herein, all of the provisions of Resolution 2024-21 continue in full force and effect.

SECTION 2. Section 1.B. of Resolution 2024-21 is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

A. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding ~~\$10,000~~
\$25,000 with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding ~~\$25,000~~
\$50,000 with approval of the District Manager and Chairman or Vice Chairman of the Board of Supervisors, if

in the judgment of the District Manager and Chairman or Vice Chairman such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

SECTION 3. Section 2 of Resolution 2024-21 is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) as set forth herein:

Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting. Any expenditures under this Section 2 must be within the District's current fiscal year budget.

SECTION 4. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. This Resolution shall take effect upon its passage and adoption by the Board.

Introduced, considered favorably, and adopted this 6th day of February, 2025.

ATTEST:

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,804	\$ -	\$ -	\$ 6,804
Investments			-	
Reserve	-	1,688,520	-	1,688,520
Construction	-	-	21,401,023	21,401,023
Cost of issuance	-	5,942	-	5,942
Due from Landowner	16,646	-	-	16,646
Due from other governments	347	-	-	347
Total assets	<u>\$ 23,797</u>	<u>\$1,694,462</u>	<u>\$21,401,023</u>	<u>\$23,119,282</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 17,544	\$ -	\$ -	\$ 17,544
Contracts payable	-	-	51,988	51,988
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,544</u>	<u>-</u>	<u>51,988</u>	<u>75,532</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	16,646	-	-	16,646
Total deferred inflows of resources	<u>16,646</u>	<u>-</u>	<u>-</u>	<u>16,646</u>
Fund balances:				
Restricted for:				
Debt service	-	1,694,462	-	1,694,462
Capital projects	-	-	21,349,035	21,349,035
Unassigned	(16,393)	-	-	(16,393)
Total fund balances	<u>(16,393)</u>	<u>1,694,462</u>	<u>21,349,035</u>	<u>23,027,104</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,797</u>	<u>\$1,694,462</u>	<u>\$21,401,023</u>	<u>\$23,119,282</u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,233	\$ 7,483	\$ 86,290	9%
Total revenues	<u>2,233</u>	<u>7,483</u>	<u>86,290</u>	9%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	10,000	48,000	21%
Legal	2,293	2,984	25,000	12%
Engineering	-	-	2,000	0%
Dissemination agent*	83	167	1,000	17%
Telephone	17	50	200	25%
Postage	49	238	500	48%
Printing & binding	42	125	500	25%
Legal advertising	256	1,884	1,750	108%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	79	238	750	32%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>6,819</u>	<u>22,791</u>	<u>86,290</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	(4,586)	(15,308)	-	
Fund balances - beginning	(11,807)	(1,085)	-	
Fund balances - ending	<u><u>\$ (16,393)</u></u>	<u><u>\$ (16,393)</u></u>	<u><u>\$ -</u></u>	

*These items will be realized when bonds are issued.

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,877	\$ 4,877
Total revenues	<u>4,877</u>	<u>4,877</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	241,088
Total expenditures	<u>-</u>	<u>241,088</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,877	(236,211)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,405,573
Underwriter's discount	-	(474,900)
Transfer in	30,413	30,413
Total other financing sources	<u>30,413</u>	<u>1,961,086</u>
Net change in fund balances	35,290	1,724,875
Fund balances - beginning	1,659,172	(30,413)
Fund balances - ending	<u><u>\$ 1,694,462</u></u>	<u><u>\$ 1,694,462</u></u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 61,596	\$ 61,596
Total revenues	<u>61,596</u>	<u>61,596</u>
EXPENDITURES		
Construction costs - Developer	<u>6,193</u>	<u>6,193</u>
Total expenditures	<u>6,193</u>	<u>6,193</u>
Excess/(deficiency) of revenues over/(under) expenditures	55,403	55,403
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	21,339,428
Transfer out	<u>(30,413)</u>	<u>(30,413)</u>
Total other financing sources/(uses)	<u>(30,413)</u>	<u>21,309,015</u>
Net change in fund balances	24,990	21,364,418
Fund balances - beginning	<u>21,324,045</u>	<u>(15,383)</u>
Fund balances - ending	<u><u>\$ 21,349,035</u></u>	<u><u>\$ 21,349,035</u></u>

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Peace Crossing Community Development District held a Regular Meeting on December 5, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present were:

Noah Breakstone	Chair
Justin Onorato	Assistant Secretary
Kevin Kramer	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Travis Fledderman (via telephone)	District Engineer
Dave D'Ambrosio (via telephone)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:37 a.m.

Supervisors Kramer, Onorato and Breakstone were present. Supervisors Osborn and Mays were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of Disclosure of Public
Financing and Maintenance of
Improvements**

Mr. Eckert stated the Disclosure of Public Financing and Maintenance of Improvements must be presented and approved every time bonds are issued. It is then recorded in the District's record to notify individuals that the District issued bonds and that assessments have

been levied against the property to secure the bonds. He recommended Board approval of the Disclosure document.

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, the Disclosure of Public Financing and Maintenance of Improvements, was approved.

FOURTH ORDER OF BUSINESS

Review of Responses to RFQ for Construction Engineering & Inspection Services for Lake Wales Spine Road Project

Mr. Torres recalled that this item was deferred at the last meeting because the Stantec proposal was not available. He distributed the Request for Qualifications (RFQ) Scoring Criteria Ranking sheet.

A. Respondents

I. WSB

II. GAI Consultants

III. Stantec Consulting Services

B. Ranking/Evaluation

The Board considered the proposals and completed the scoring/ranking sheet.

Mr. Torres tabulated the scores as follows:

#1	WSB	93
#2	GAI Consultants	90
#3	Stantec Consulting Services	78

C. Authorization to Negotiate and Finalize Contract(s)

On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor, ranking WSB as the #1 ranked respondent, GAI Consultants as the #2 ranked respondent and Stantec Consulting Services as the #3 ranked respondent; authorizing Staff to negotiate and finalize a contract with WSB and to, if an agreement cannot be reached, negotiate with GAI, followed by Stantec, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Interlocal Infrastructure Agreement for Thompson Nursery Road**

Mr. Eckert presented the Interlocal Infrastructure Agreement for Thompson Nursery Road and stated that the Agreement provides a reimbursement mechanism for the CDD from the County for construction costs.

Mr. Kramer stated the Agreement stipulates that the CDD will be reimbursed monthly, in cash, upon submitting invoices to the County. The County will cover 91% of the cost of the project while the CDD is responsible for 9%. The terms have been solidified with the County, reviewed by District Counsel and forwarded to Developer's Counsel for review, although it need not be executed by the Developer.

Mr. Eckert recommended Board approval in substantial form.

On MOTION by Mr. Breakstone and seconded by Mr. Onorato, with all in favor, the Interlocal Infrastructure Agreement for Thompson Nursery Road, in substantial form, and authorizing the Chair and Vice Chair to execute, once finalized, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date**

Mr. Torres presented Resolution 2025-02.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Discussion: Resolution 2024-21, Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date

Referencing Page 267 of the PDF, Mr. Eckert stated the current Resolution provides that non-continuing expenditures not exceeding \$10,000 can be made with approval of the District Manager, and up to \$25,000 with the approval of the District Manager and the Chair. However, if the Board wishes to make the Resolution consistent with District Counsel's other Districts, the amounts should be increased to \$25,000 and \$50,000, respectively, making sure that it is within the budget and authorizing the Vice Chair to execute.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Resolution 2024-21, Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date, as amended, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Phillips & Jordan, Inc., Lake Wales Spring Road - Change Order Request #001

Mr. Fledderman presented the Phillips & Jordan, Inc., Lake Wales Spring Road, Change Order Request #001, in the amount of \$606,338.03, which is a deduct. The Board must also approve a second Change Order, which is a deduct for direct purchase materials related to the Tenth Order of Business.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Phillips & Jordan, Inc., Lake Wales Spring Road - Change Order Request #001, in the amount of \$606,338.03, was approved.

Mr. Eckert asked for approval of a deductive change order for the purchase of materials, in the amount of \$2 million, and authorizing the Chair or Vice Chair to execute.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the deduct Change Order, in the amount of \$2 million, for materials purchase from Core and Main and from Rinker, and authorizing the Chair or Vice Chair to execute, was approved.

Per Mr. Eckert, Mr. Fledderman will prepare both Change Orders.

NINTH ORDER OF BUSINESS

Consideration of Stantec Consulting Services, Inc., Work Authorization Number 1

Mr. Torres presented Stantec Consulting Services, Inc., Work Authorization Number 1. He stated this item was previously executed by the Vice Chair and asked for a motion to ratify.

On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, Stantec Consulting Services, Inc., Work Authorization Number 1, was ratified.

TENTH ORDER OF BUSINESS

Consideration of Purchase Requisition Request Forms

Mr. Fledderman presented the following:

- 185 A. Core & Main [Lake Wales Spine Road, Civil Site Work \$1,904,507.87]
186 B. Rinker [Lake Wales Spine Road \$54,331.30]
187

188 On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor,
189 the Core & Main Purchase Request for Lake Wales Spine Road Civil Site Work,
190 in the amount of \$1,904,507.87 and the Rinker Purchase Request for Lake
191 Wales Spine Road, in the amount of \$54,331.30, were approved.

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193
194 **ELEVENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of October 31, 2024

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197 On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the
198 Unaudited Financial Statements as of October 31, 2024, were accepted.

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201 **TWELFTH ORDER OF BUSINESS**

Approval of Minutes

- 202
203 A. November 7, 2024 Special Public Meeting
204 B. November 7, 2024 Regular Meeting

205 On MOTION by Mr. Kramer and seconded by Mr. Onorato, with all in favor, the
206 November 7, 2024 Special Public Meeting and November 7, 2024 Regular
207 Meeting Minutes, both as presented, were approved.

208
209
210 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

- 211
212 A. District Counsel: Kutak Rock LLP
213 B. District Engineer: Stantec Consulting Services, Inc.

214 There were no further reports from District Counsel or the District Engineer.

- 215 C. District Manager: Wrathell, Hunt and Associates, LLC

- 216 • NEXT MEETING DATE: January 9, 2025 at 11:00 AM

- 217 ○ QUORUM CHECK
218

219 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

220
221 There were no Board Members' comments or requests.

222

223 **FIFTEENTH ORDER OF BUSINESS****Public Comments**

224

225 No members of the public spoke.

226

227 **SIXTEENTH ORDER OF BUSINESS****Adjournment**

228

229 **On MOTION by Mr. Kramer and seconded by Mr. Breakstone, with all in favor,**
230 **the meeting adjourned at 12:20 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

237

238

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241

242 _____
Secretary/Assistant Secretary

Chair/Vice Chair

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS I

PREPARED BY AND RETURN TO:

Michael C. Eckert, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED¹

THIS **SPECIAL WARRANTY DEED** is executed as of this _____ day of _____ 2024, by **LAKE WALES PROPERTY HOLDINGS, LLC**, a Delaware limited liability company, whose address is 9 Old Kings Highway South, 4th Floor, Darien, Connecticut 06820 (hereinafter called the “Grantor”), in favor of **PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One and No/100 (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Polk County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”). Subject to restrictions, covenants, conditions and easements, of record set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Permitted Exceptions”); however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

¹ **Note to Recorder:** This instrument evidences a conveyance of an interest in unencumbered real estate for no consideration other than “\$1 and other valuable consideration”. Therefore, only minimum documentary stamp taxes are due hereunder, pursuant to Rule 12B-4.014(2)(b), Florida Administrative Code.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

“GRANTOR”

WITNESSES:

LAKE WALES PROPERTY HOLDINGS, LLC, a Delaware limited liability company

Witness Signature
Printed name: _____
Address: _____

By: _____
Its: _____

Witness Signature
Printed name: _____
Address: _____

Witness Signature
Printed name: _____
Address: _____

By: _____
Its: _____

Witness Signature
Printed name: _____
Address: _____

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2024, by _____ as _____ of Lake Wales Property Holdings, LLC, a Delaware limited liability company, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2024, by _____ as _____ of Lake Wales Property Holdings, LLC, a Delaware limited liability company, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A
Legal Description

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, AND RUN THENCE S00°33'42"E, ALONG THE WEST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 40.06 FEET TO A POINT OF INTERSECTION WITH THE CURVED SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS DEPICTED ON STATE ROAD PROJECT No. 4-5052 RIGHT-OF-WAY MAP AND RECORDED IN OFFICIAL RECORD BOOK 1490, PAGE 141, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING FOUR (4) COURSES: 1) 981.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°54'25", SAID CURVE HAVING A RADIUS OF 2824.79 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°50'26"E, 976.52 FEET TO A POINT OF TANGENCY, 2) S70°53'13"E, 3118.94 FEET TO A POINT OF CURVATURE, 3) 980.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°20'18", SAID CURVE HAVING A RADIUS OF 2904.79 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°33'22"E, 975.77 FEET TO A POINT OF TANGENCY, 4) N89°46'28"E, 459.82 FEET, MORE OR LESS TO THE EAST BOUNDARY LINE OF THOSE LANDS CONVEYED BY OFFICIAL RECORD BOOK 12038, PAGE 1250, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°41'10"E, ALONG SAID EAST BOUNDARY, 25.00 FEET TO A POINT ON A LINE BEING 25.00 FEET SOUTH OF, AND PARALLEL WITH THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD; THENCE S89°46'28"W, ALONG SAID PARALLEL LINE, 460.02 FEET, MORE OR LESS TO A POINT OF CURVATURE; THENCE 912.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°50'50", SAID CURVE HAVING A RADIUS OF 2929.79 FEET AND BEING SUBTENDED BY A CHORD BEARING N81°18'07"W, 908.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE 64.67 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 73°02'25", SAID CURVE HAVING A RADIUS OF 50.73 FEET AND BEING SUBTENDED BY A CHORD BEARING S71°06'06"W, 60.38 FEET; THENCE N70°53'06"W, 139.25 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 51.88 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74°48'23", SAID CURVE HAVING A RADIUS OF 39.74 FEET AND BEING SUBTENDED BY A CHORD BEARING N33°41'43"W, 48.27 FEET; THENCE N70°53'05"W, 206.59 FEET; THENCE N19°06'55"E, 12.00 FEET TO A POINT ON A LINE BEING 20.00 FEET SOUTH OF, AND PARALLEL WITH THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD; THENCE N70°53'13"W, ALONG SAID PARALLEL LINE, 2763.31 FEET TO A POINT OF CURVATURE; THENCE 974.58 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°54'31", SAID CURVE HAVING A RADIUS OF 2804.79 FEET AND BEING SUBTENDED BY A CHORD BEARING N80°50'29"W, 969.69 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED WEST BOUNDARY LINE OF SECTION 17; THENCE N00°33'42"W, ALONG SAID WEST BOUNDARY LINE 20.00 FEET TO THE POINT OF BEGINNING.

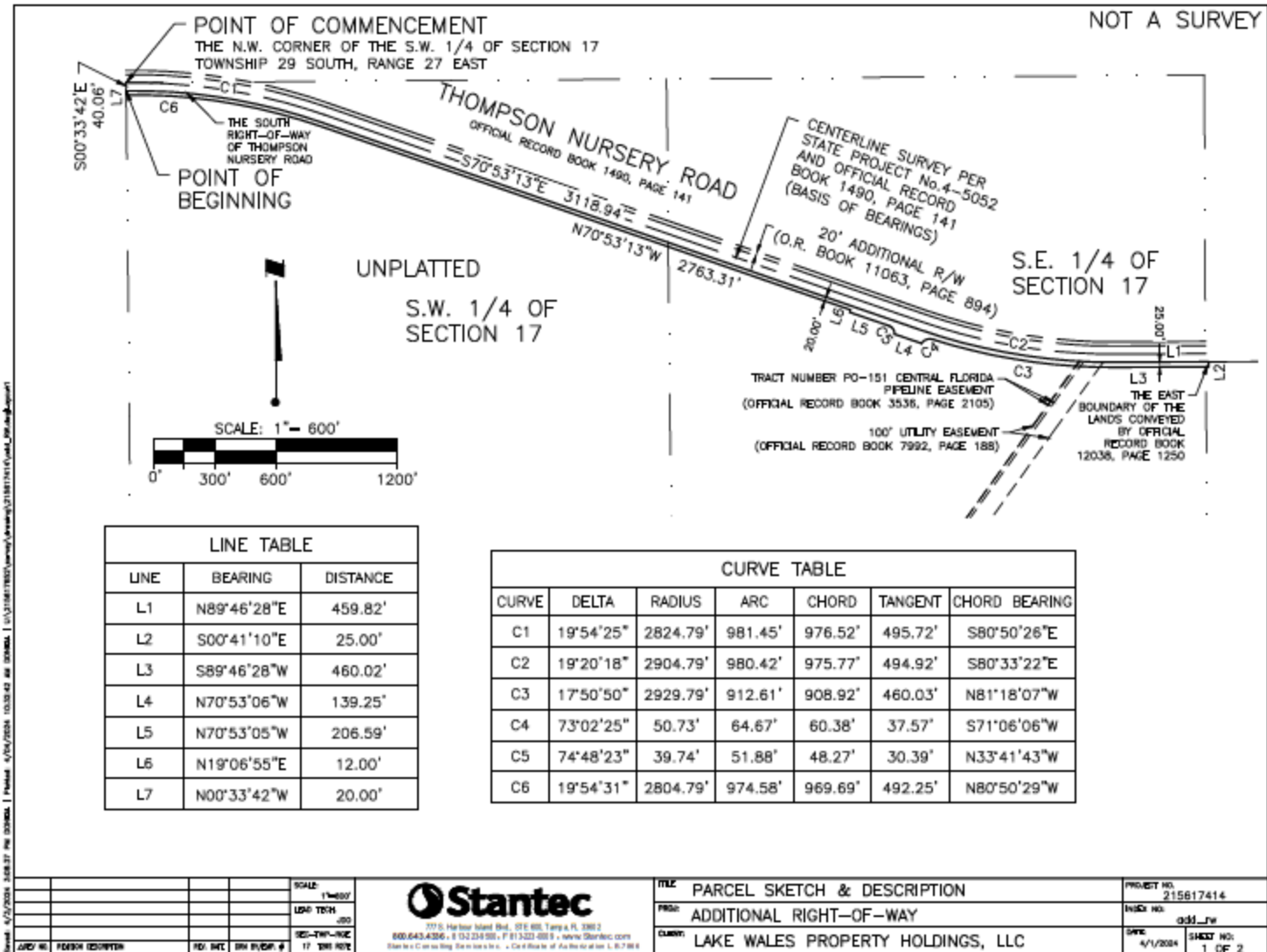


EXHIBIT B

Permitted Exceptions

1. Rights-of-way, Easements and other matters for Peace Creek Drainage Canal and Simmons Ditch Drainage Canal. Maintenance of said canals are believed to be under the control of Southwest Florida Water Management District.
2. Annexation Agreement recorded September 26, 1995, in Book 3583, Page 342.
4. Easement reserved in favor of Florida Power Corporation d/b/a Progress Energy Florida, Inc. set forth in Partial Release of Easement and Amendment and Restatement of Easement recorded October 12, 2009, in Book 7992, Page 188.
5. Notice of Establishment of the Peace Crossing Community Development District recorded in Official Records Book 12879, Page 1165.
6. Ordinance 2023-29 recorded in Official Records Book 12896, Page 719.
7. Recorded Notice of Environmental Resource Permit as set forth by instrument recorded in Official Records Book 12954, page 540.
8. Agreement Regarding the True Up and Payment of Special Assessments for Special Assessment Revenue Bonds Series 2024, as set forth by instrument recorded in Official Records Book 13334, page 743.
9. Declaration of Consent to Jurisdiction of Peace Crossing Community Development District and To Imposition of 2024 Special Assessments ("Declaration") as set forth by instrument recorded in Official Records Book 13334, page 756.
10. Collateral Assignment and Assumption of Development Rights (Series 2024 Bonds - Assessment Area One) as set forth by instrument recorded in Official Records Book 13334, page 763.
11. Temporary Construction Easement as set forth by instrument recorded in Official Records Book 13334, page 781.
12. Pipeline Right-of-Way Easement in favor of Central Florida Pipeline Corporation recorded June 2, 1995, in Book 3536, Page 2105.

All of the Public Records of Polk County, Florida.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS II

**ADDENDUM TO PROPOSAL BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT
DISTRICT ("DISTRICT") AND BIO-TECH CONSULTING, LLC ("CONSULTANT")
FOR PROFESSIONAL SERVICES**

District:	Peace Crossing Community Development District	Consultant:	Bio-Tech Consulting, LLC
Mailing Address:	c/o Wrathell Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	3025 East South Street Orlando, Florida 32803
Phone:	(561) 571-0010	Email:	mark@bio-techconsulting.com

The following provisions supplement the proposal, dated March 14, 2024, and attached hereto as **Exhibit A** (the "Agreement").

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. The Consultant or any subconsultant performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Consultant's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, including Independent Consultants Coverage for bodily injury and property damage in connection with subconsultants' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

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

5. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The provision supersedes any provisions in the Agreement related to attorney's fees for collection efforts.
6. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days' written notice by the District to the Consultant. Consultant shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Consultant shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
7. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

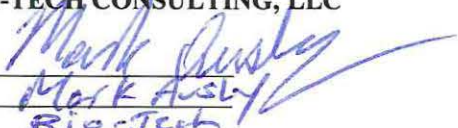
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON,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

8. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
9. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
10. Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the

Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

11. In all matters relating to the Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of the Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity.
12. Section 7.5 of the Agreement is amended to remove the words "defend, indemnify, and" from the second line.
13. Section 9.1 of the Agreement is amended to replace the last sentence with the following sentence: *[t]he Client agrees to save consultant harmless for loss, damage or liability arising from acts by Client, Client's agent, staff and other consultants employed by Client.*
14. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

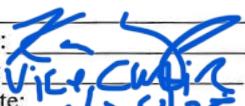
BIO-TECH CONSULTING, LLC

By: 

Its: Bio-Tech

Date: 1/27/25

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Its: Viet Cuong

Date: 1/28/25

EXHIBIT A

March 14, 2024

Craig Wrathell
Wrathell, Hunt & Associates, LLC
PO Box 810036
Boca Raton, Florida 33481

Proj: Lake Wales Property - Spine Road GT Relocation
Re: Proposal for Environmental Services - (BTC Proposal No. 24-462)

Dear Craig:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Lake Wales Property - Spine Road GT Relocation in Polk County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Please note, the FFWCC - GT MITIGATION FEE task of the proposal details FFWCC's per tortoise mitigation fee for all relocation permits. Based on the estimated population on the subject site, the one-time fee of \$2,010.00 must be paid prior to FFWCC reviewing the application. As such, a deposit of \$32,010.00 (i.e., \$30,000.00 = 50% recipient site costs + \$2,010.00 = FFWCC mitigation fee) will be required to secure the gopher tortoise recipient site prior to submitting the application to FFWCC and to pay FFWCC mitigation fee at the time of application submittal.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,



Matt Schubart
Project Manager

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101B
Tampa, FL 33634

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
LAKE WALES PROPERTY - SPINE ROAD GT RELOCATION
BTC PROPOSAL No. 24-462**

1. GOPHER TORTOISE - UPDATED SURVEY (11-7)

Pursuant to the Florida Fish and Wildlife Conservation Commission's (FFWCC) Gopher Tortoise Permitting Guidelines (revised April 2023), formal gopher tortoise surveys are only valid for 90 days. As such, if the relocation does not occur within 90 days of this survey FFWCC requires another survey to be submitted prior to excavation and relocation activities. In addition, this task may be used to conduct a follow-up survey post relocation to ensure tortoises have been completely removed or have not migrated onto the project site.

TOTAL PRICE: \$2,400.00

2. FFWCC - GT MITIGATION FEE (11-10)

Pursuant to the Gopher Tortoise Permitting Guidelines (revised April 2023), the Florida Fish and Wildlife Conservation Commission (FFWCC) has implemented a per tortoise mitigation fee for all tortoises that will be impacted as a result of development activities. This fee must be paid to FFWCC prior to permit issuance.

NOTES: Task based on 16 burrows with an estimated population of 10 tortoises.

TOTAL PRICE: \$2,010.00

3. FFWCC - GT PERMIT APPLICATION (11-11)

Submit an application to the Florida Fish and Wildlife Conservation Commission (FFWCC) and obtain a Gopher Tortoise "10 or Fewer" or a "Conservation" Permit. Once issued, the "10 or Fewer" or "Conservation" Permit will be valid for 12 months.

TOTAL PRICE: \$1,600.00

4. FFWCC - GT COORDINATION (11-16)

Coordination with the Florida Fish and Wildlife Conservation Commission (FFWCC) regarding the relocation of tortoises from the project site. This task may include replying to requests for additional information FFWCC may send out or conducting a site visit to verify current population.

TOTAL PRICE: \$800.00

5. FFWCC - GT AFTER ACTION REPORTING (11-17)

Submit an "After-action Report" to the Florida Fish and Wildlife Conservation Commission within 45 days of the excavation efforts. This report will detail weight, size and sex of the gopher tortoise as well as the overall success of the relocation efforts.

TOTAL PRICE: \$600.00

6. GT RELOCATION - BACKHOE & OPERATOR (11-21)

Upon issuance of either the "10 or Fewer" or "Conservation" permit, gopher tortoise burrows will be excavated via a backhoe with an Authorized Agent.

NOTES: Task is based on 16 burrows with an estimated population of 10 tortoises.

TOTAL PRICE: \$3,000.00

7. GT RELOCATION - BIOLOGIST & TRANSPORTATION (11-22)

Upon issuance of either the "10 or Fewer" or "Conservation" relocation permit, the on-site gopher tortoise burrows will be excavated by a Florida Fish and Wildlife Conservation Commission-approved Authorized Agent and will be transported to a recipient site within 24-72 hours.

NOTES: Task is based on 16 burrows with an estimated population of 10 tortoises.

TOTAL PRICE: \$4,200.00

8. GT RELOCATION - RECIPIENT SITE FEE (11-23)

Upon issuance of either the "10 or Fewer" or "Conservation" relocation permit, the on-site gopher tortoise burrows will be relocated by a Florida Fish and Wildlife Conservation Commission-approved Authorized Agent.

NOTES: Task is based on 16 burrows with an estimated population of 10 tortoises.

Total Number of GTs: 10

Per GT Price: \$6,000.00

TOTAL PRICE: \$60,000.00

9. GENERAL PROJECT COORDINATION (65-0)

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

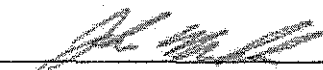
Not to Exceed Total Price: \$1,600.00

Bio-Tech Consulting
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Senior Scientist	\$150.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, LLC, and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, LLC

March 14, 2024

Date

Authorized Signatory

Date

MANDATORY

Billing/Accounts Payable Contact:

Billing Information: Name: _____
 Title: _____
 Company: _____
 Address: _____

 Phone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

☐

Please check here if you prefer to receive a paper invoice

Landowner/Access Contact Information:

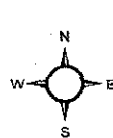
Name: _____
Phone: _____
Gate Code: _____
Access Point: _____
Tenants Present: _____

Other Relevant Information:



Bio-Tech Consulting
 Environmental and Permitting
 3025 East South Street Orlando, FL 32803
 Phone (407) 894-5969 Fax (407) 894-5970
 www.bio-techconsulting.com

Lake Wales Spine Road
 Polk County, Florida
 Figure 6A
 GT March 2024 Map



760 Feet
 Project #: 1288-03
 Produced By: JDH
 Date: 3/7/2024

**Bio-Tech Consulting, LLC
General Contract Conditions**

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, LLC heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.



SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility



to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.



SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.





3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 183244
Invoice Date: 1/28/2025
Project Manager: MAA
Project #: 1288-03 La...
Contract #: 24-462

Bill To:

Peace Crossing CDD
c/o Wrathell, Hunt & Associates
2300 Glades Rd
Suite 410W
Boca Raton, FL 33431

Project Name: Lake Wales Property
(24-462)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
1/28/2025	11-07	GT Updated Survey	2,400.00	2,400.00		0	0.00%	0.00
	11-10	FFWCC - GT Mitigation Fee	2,010.00	2,010.00		1	100.00%	2,010.00
	11-11	FFWCC - GT Permit Application	1,600.00	1,600.00		0	0.00%	0.00
	11-16	FFWCC - GT Coordination	800.00	800.00		0	0.00%	0.00
	11-17	FFWCC - GT After Action Report	600.00	600.00		0	0.00%	0.00
	11-21	GT Relocation - Backhoe & Operator	3,000.00	3,000.00		0	0.00%	0.00
	11-22	GT Relocation - Biologist & Transportation	4,200.00	4,200.00		0	0.00%	0.00
1/28/2025	11-23	GT Relocation - Recipient Site Fee	60,000.00	6,000.00		5	50.00%	30,000.00
	65-00	General Coordination	1,600.00	1,600.00		0	0.00%	0.00

Current Charges \$32,010.00

Payments/Credits \$0.00

Invoice Total \$32,010.00

We appreciate your business!

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS III

**AGREEMENT BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT AND
G-A-I CONSULTANTS, INC. FOR
CONTINUING CONSTRUCTION ENGINEERING & INSPECTION ("CEI") SERVICES**

THIS AGREEMENT made and entered into this 30 day of December, 2024,
by and between:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended, and located in Polk County, Florida (the "**District**"); and

G-A-I CONSULTANTS, INC., a Pennsylvania corporation, with a mailing address of 618 E South Street, Suite 700, Orlando, Florida 32801 ("**Professional**").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 190, Florida Statutes, and located in Polk County, Florida; and

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, and Section 287.055, Florida Statutes, the District solicited proposals from qualified firms to provide CEI services on a continuing, as-needed basis for implementation of the District's capital improvement plan as detailed in the District's adopted Engineer's Reports, as such reports may be revised from time to time (collectively, the "Capital Improvement Plan"); and

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

WHEREAS, the District's Governing Board ranked Professional as one of the most qualified firms to provide continuing CEI services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

WHEREAS, the District intends to employ Professional to potentially perform CEI services in connection with the construction of the Capital Improvement Plan, on a continuing, as needed basis; and

WHEREAS, the Professional shall serve as District's representative in a project of the Capital Improvement Plan to which this Agreement applies ("Project") and will give consultation and advice to the District during performance of these services.

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

follows:

Article 1. Scope of Services

The Professional will provide CEI services, including:

1. One or all of the Services listed on **Exhibit A**, attached hereto; and
2. Any other items requested by the District Board.
3. It is agreed that Professional shall have no responsibility: (i) to supervise, manage, direct, or control District's or its contractors', subcontractors' or their employees; (ii) for any of District's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; (iii) for the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or (iv) for defects in their work.

Article 2. Method of Authorization; Prohibition.

A. Each service or Project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, Project schedule, and special provisions or conditions specific to the service or Project bring authorized ("Work Authorization") in substantially the form attached hereto as **Exhibit B**. Authorization of services or Project under the contract shall be at the sole option of the District.

B. A Work Authorization under this Agreement cannot be issued when the estimated construction cost of an individual project exceeds \$7.5 million, or when for an individual study activity, if the fee for professional services exceeds \$500,000, as both such amounts are annually adjusted pursuant to section 287.055, Florida Statutes (2024).

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Professional shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Professional to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price

for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or Project where the scope of services is not clearly defined or recurring services or other Project where the District desires the use of the hourly compensation rates outlined in **Exhibit C**. The District and Professional may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization. Hourly Personnel Rates shall be subject to an annual increase upon the mutual agreement of both parties.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Professional, its employees, or its consultants in the interest of the Capital Improvement Plan for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a Project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Professional and paid for on a cost basis. Authorization shall not be unreasonably withheld.

Article 7. Books and Records. Professional shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Professional for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to Professional.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible

work product originally developed by Professional pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Professional shall deliver all Work Product to the District upon completion thereof unless it is necessary for Professional in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Professional's services hereunder, Professional shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Professional shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Professional agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

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

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Professional pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other Capital Improvement Plan. Any reuse without specific written consent by Professional will be at the District's sole risk and without liability or legal exposure to Professional. All documents including drawings, plans and specifications furnished by Professional to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Professional has no control over the cost of labor, materials or equipment or over a Professional's methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a project engineer familiar with the construction industry, but Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify

approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Professional shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, Lake Wales Property Holdings, LLC, City of Lake Wales, Polk County, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives shall be named as additional insured parties. Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement on automobile and general liability policies. No general or automobile liability certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

Article 12. Contingent Fee. The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

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

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Professional fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Professional or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall act consistent with the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Professional that contain errors, conflicts or omissions will be promptly corrected by Professional at no cost to the District.

Article 15. Audit. The Professional agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Professional involving transactions related to the Agreement. Such access and right shall extend for the period during which Professional is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Professional under this agreement is not based on allowable costs, the Professional agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 16. Indemnification.

- A.** The Professional agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District, Lake Wales Property Holdings, LLC, City of Lake Wales, Polk County, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives (together, the “**Indemnitees**”), from liabilities, damages, losses, and costs, including but not limited to, reasonable

attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement, including without limitation the Professional's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Professional shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Professional agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

- B. Professional agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the 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.
- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Professional and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Professional shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.
- E. **UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER [PROFESSIONAL] MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Article 17. Public Records. Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Professional acknowledges that the designated public records custodian for the District is Craig Wrathell ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Professional shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time

period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Professional does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Professional'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 Professional, the Professional 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 (latest editions).

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CRAIG WRATHELL AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

The Professional shall promptly notify the District of each request for access to documents received by Professional.

Article 18. Employment Verification; E-Verify. The Professional agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. The Professional shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Professional shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Professional has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Professional represents that no public employer has terminated a contract with the Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Peace Crossing Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to Professional: G-A-I Consultants, Inc.
618 E South Street, Suite 700
Orlando, Florida 32801
Attn: Tony Reddeck

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, 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 District and counsel for Professional may deliver Notice on behalf of District and Professional, respectively. 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.

Article 21. Assignment. Neither the District nor the Professional shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Professional from employing such independent Professional associates and consultants as Professional deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Professional. The District or the Professional may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Professional receives notification of the intent of the District to terminate the contract, the Professional shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Professional shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Professional's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets, plus, where the termination is a termination for convenience and not for cause, any reasonable and unavoidable costs incurred due to such

termination (such as canceling orders for equipment, material or services).

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' and paralegal fees, incurred in both trial and appellate proceedings.

Article 24. Compliance with Section 20.055, *Florida Statutes*. The Professional agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Article 25. Scrutinized Companies Statement. Professional certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Professional is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Professional in the spaces provided below.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...

1/21/2025

Craig Wrathell Ernesto J Torres
Secretary Assistant

**PEACE CROSSING COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:
[Signature]
FD4E4EA61C97494...

Vice Chair

Chair / Vice Chair

Andre R
Sutherland

Digitally signed by Andre R
Sutherland
Date: 2025.01.03 07:56:36
-05'00'

Witness

G-A-I CONSULTANTS, INC.

Gregory T. Nettuno

Digitally signed by Gregory T.
Nettuno
Date: 2025.01.03 07:52:03 -05'00'

By: Gregory Nettuno

Its: Sr. Vice President

Exhibit A Range of Potential Services to be Provided

Exhibit B Form of Work Authorization

Exhibit C Rate Schedule

EXHIBIT A

RANGE OF POTENTIAL SERVICES TO BE PROVIDED

The potential scope of services includes but is not limited to:

- Erosion and sediment control compliance — to be performed weekly.
- Maintenance of traffic inspections — to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. — 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing — including culverts, bridges, and concrete flatwork — daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing — 2 to 3 times per week.
- Lighting installation — 2 to 3 times per week.
- Its installation — 2 to 3 times per week.
- Signal installation Intl foundations and commercial inspections — daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection — 2 to 3 times per week during installation of concrete or asphalt pavement.
- (Add items as Needed)

This scope of services may be reduced or enlarged, depending on the specific project. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager, the CDD Engineer and local, state and federal governments agencies, as applicable, to facilitate and expedite Project activities.

Consultant Services include the following:

1. Coordination with Developer / CDD / Contractor / Others

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Engineer of Record, the CDD Engineer, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with CDD and Developer. Consultant shall coordinate with CDD and Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to CDD. All consultant records are subject to monthly CDD review. Consultant shall provide a composite report at the end

of the project. The Construction Manager shall be copied on all project correspondence sent to the CDD.

- 1.2.2 Meeting Attendance. The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the CDD Engineer and any CDD representative. The CEI project manager or his designated representative shall attend CDD meetings upon request.
- 1.2.3 Outstanding Issues. Consultant will prepare special reports, as requested by the CDD, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.2.4 Requests for Interpretations. When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the CDD.
- 1.2.5 Documentation of Deficiencies. Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the CDD. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the CDD, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.2.6 Prepare and Disseminate Reports. Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the CDD by the end of business the following day. All monthly reports will be delivered to the CDD, CDD Engineer and Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination. Consultant will coordinate with CDD at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness. Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the CDD shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the CDD to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies, & Projects. Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with CDD which shall not cause any undue delays.
- 1.2.10 Project Documentation. Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project.

This will include final review of the project final testing package.

2. Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications; and

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition; and

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition; and

2.4.4 FDOT Structures Design guidelines, current edition; and

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials. Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the CDD. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork. The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials. The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials. The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services. The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with ROOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spans, et cetera. Thorough documentation of inspections of

the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.

- Tile Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3. Quality Control Plan

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the CDD. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and

products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the CDD upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the CDD and CDD Engineer, with a courtesy copy to the Developer. All records are public records and subject to audit review.

EXHIBIT B

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NUMBER ____
_____, 202____

Peace Crossing Community Development District

Subject: **Work Authorization Number ____**
 Peace Crossing Community Development District

Dear Chair, Governing Board:

GAI Consultants, Inc. (“Professional”) is pleased to submit this work authorization to provide Construction Engineering & Inspection (“CEI”) services for the Peace Crossing Community Development District (“District”). We will provide these services pursuant to our current agreement dated December ___, 2024 (“Agreement”) as follows:

I. Scope of Work

District will engage the services of Professional to perform those services as necessary for the _____
_____ Project [SPECIFY PROJECT AND TASKS IN EXHIBIT 1] as well as attendance at meetings of the District’s Board as requested by the District.

II. Fees

District will compensate Professional, pursuant as described in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Professional all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

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

Thank you for considering our firm. We look forward to working with you.

APPROVED AND ACCEPTED

Sincerely,
GAI Consultants, Inc.

By: _____
Authorized Representative of District
Date: _____

By: _____
Its: _____

Exhibit 1

[insert copy of additional service proposal, including scope of service and compensation]

EXHIBIT C
RATE SCHEDULE

Description	Billing Rate (per Hour)
CEI Senior Project Engineer	\$275.00
CEI Project Administrator	\$194.00
CEI Assistant Project Administrator	\$135.00
CEI Contract Support Specialist	\$131.00
CEI Assistant Contract Support Specialist	\$96.00
CEI Senior Inspector	\$119.00
CEI Senior ITS Inspector	\$131.00
CEI Inspector	\$92.00
Survey- 3 Person Crew	\$305.00
Professional Land Surveyor	\$268.00

Hourly Personnel Rates shall be subject to an annual increase upon the mutual agreement of both parties.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS IV

**AGREEMENT BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT AND
WSB LLC FOR CONTINUING CONSTRUCTION ENGINEERING & INSPECTION ("CEI") SERVICES**

THIS AGREEMENT made and entered into this ³ day of January 202⁵, by and between:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended, and located in Polk County, Florida (the "**District**"); and

WSB LLC, a Minnesota limited liability company, with a mailing address of 6220 Hazeltine National Drive, Suite 116, Orlando, Florida 32822 ("**Professional**").

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 190, Florida Statutes, and located in Polk County, Florida; and

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, and Section 287.055, Florida Statutes, the District solicited proposals from qualified firms to provide CEI services on a continuing, as-needed basis for implementation of the District's capital improvement plan as detailed in the District's adopted Engineer's Reports, as such reports may be revised from time to time (collectively, the "Capital Improvement Plan"); and

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

WHEREAS, the District's Governing Board ranked Professional as one of the most qualified firms to provide continuing CEI services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

WHEREAS, the District intends to employ Professional to potentially perform CEI services in connection with the construction of the Capital Improvement Plan, on a continuing, as needed basis; and

WHEREAS, the Professional shall serve as District's representative in a project of the Capital Improvement Plan to which this Agreement applies ("Project") and will give consultation and advice to the District during performance of these services.

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

Article 1. Scope of Services

The Professional will provide CEI services, including:

1. One or all of the Services listed on **Exhibit A**, attached hereto; and
2. Any other items requested by the District Board.

Article 2. Method of Authorization; Prohibition.

A. Each service or Project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, Project schedule, and special provisions or conditions specific to the service or Project bring authorized (“Work Authorization”) in substantially the form attached hereto as **Exhibit B**. Authorization of services or Project under the contract shall be at the sole option of the District.

B. A Work Authorization under this Agreement cannot be issued when the estimated construction cost of an individual project exceeds \$7.5 million, or when for an individual study activity, if the fee for professional services exceeds \$500,000, as both such amounts are annually adjusted pursuant to section 287.055, Florida Statutes (2024).

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Professional shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Professional to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or Project where the scope of services is not clearly defined or recurring services or other Project where the District desires the use of the hourly compensation rates outlined in **Exhibit C**. The District and Professional may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific

work authorization. Hourly Personnel Rates shall be subject to an annual increase upon the mutual agreement of both parties.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Professional, its employees, or its consultants in the interest of the Capital Improvement Plan for the incidental expenses as listed as follows:

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

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Professional and paid for on a cost basis.

Article 7. Books and Records. Professional shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Professional for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Professional.

Article 8. Ownership of Documents.

A. Upon payment in full for services performed, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Professional pursuant to this Agreement (the "Work Product") shall become the sole and exclusive property of the District when developed and shall be considered instruments of service.

B. The Professional shall deliver all Work Product to the District upon completion thereof unless it is necessary for Professional in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Professional's services hereunder, Professional shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Professional shall retain copies of the Work Product for its permanent records, provided the Work Product is not

used without the District's prior express written consent. Professional agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

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

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Professional pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other Capital Improvement Plan. Any reuse without specific written consent by Professional will be at the District's sole risk and without liability or legal exposure to Professional. All documents including drawings, plans and specifications furnished by Professional to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Professional has no control over the cost of labor, materials or equipment or over a Professional's methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a project engineer familiar with the construction industry, but Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation

Statutory

General Liability

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

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Professional shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, Lake Wales Property Holdings, LLC, City of Lake Wales, Polk County, and their supervisors, members, directors, employees, and staff shall be named as additional insured parties on Professional’s auto and general liability policies. Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

Article 12. Contingent Fee. The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Professional fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged

violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Professional or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Professional and each of its agents, servants, employees or anyone directly or indirectly employed by Professional, shall act consistent with the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Professional that contain errors, conflicts or omissions will be promptly corrected by Professional at no cost to the District.

Article 15. Audit. The Professional agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Professional involving transactions related to the Agreement. Such access and right shall extend for the period during which Professional is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Professional under this agreement is not based on allowable costs, the Professional agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 16. Indemnification.

- A.** The Professional agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify and hold harmless the District, Lake Wales Property Holdings, LLC, City of Lake Wales, Polk County, and their supervisors, members, directors, employees, and staff (together, the “**Indemnitees**”), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of this Agreement, including without limitation the Professional’s contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Professional shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Professional agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

- B. Professional agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the 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.
- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Professional and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Professional shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.
- E. **UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER [PROFESSIONAL] MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Article 17. Public Records. Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Professional acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Professional shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Professional does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Professional'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 Professional, the Professional 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 (latest editions).

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CRAIG WRATHELL AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

The Professional shall promptly notify the District of each request for access to documents received by Professional.

Article 18. Employment Verification; E-Verify. The Professional agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. The Professional shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Professional shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Professional has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Professional represents that no public employer has terminated a contract with the Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Peace Crossing Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
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With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
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If to Professional:	WSB LLC
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6220 Hazeltine National Drive, Suite 116
Orlando, Florida 32822
Attn: Chris Nolan, P.E.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, 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 District and counsel for Professional may deliver Notice on behalf of District and Professional, respectively. 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.

Article 21. Assignment. Neither the District nor the Professional shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Professional from employing such independent Professional associates and consultants as Professional deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Professional. The District or the Professional may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Professional receives notification of the intent of the District to terminate the contract, the Professional shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Professional shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Professional's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets, plus, where the termination is a termination for convenience and not for cause, any reasonable and unavoidable costs incurred due to such termination (such as canceling orders for equipment, material or services).

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' and paralegal fees, incurred in both trial and appellate proceedings.

Article 24. Compliance with Section 20.055, *Florida Statutes*. The Professional agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Article 25. Scrutinized Companies Statement. Professional certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Professional is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Professional in the spaces provided below.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

Ernesto Torres

AE6196FB34D4464...

Craig Wrathell Ernesto J, Torres
Secretary Assistant Secretary

DocuSigned by:

Kevin Mays

FD4E4EA61C97494...

Kevin Mays, Vice Chairman

Chair / Vice Chair

WSB LLC

DocuSigned by:

Ernesto Torres

AE6196FB34D4464

Witness

DocuSigned by:

Robert Mizell

AE6196FB34D4464

By: Robert Mizell

Its: Vice President

Exhibit A Range of Potential Services to be Provided

Exhibit B Form of Work Authorization

Exhibit C Rate Schedule

EXHIBIT A

RANGE OF POTENTIAL SERVICES TO BE PROVIDED

The potential scope of services includes but is not limited to:

- Erosion and sediment control compliance — to be performed weekly.
- Maintenance of traffic inspections — to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. — 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing — including culverts, bridges, and concrete flatwork — daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing — 2 to 3 times per week.
- Lighting installation — 2 to 3 times per week.
- Its installation — 2 to 3 times per week.
- Signal installation Intl foundations and commercial inspections — daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection — 2 to 3 times per week during installation of concrete or asphalt pavement.
- (Add items as Needed)

This scope of services may be reduced or enlarged, depending on the specific project. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager, the CDD Engineer and local, state and federal governments agencies, as applicable, to facilitate and expedite Project activities.

Consultant Services include the following:

1. Coordination with Developer / CDD / Contractor / Others

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Engineer of Record, the CDD Engineer, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with CDD and Developer. Consultant shall coordinate with CDD and Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to CDD. All consultant records are subject to monthly CDD review. Consultant shall provide a composite report at the end

of the project. The Construction Manager shall be copied on all project correspondence sent to the CDD.

- 1.2.2 Meeting Attendance. The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the CDD Engineer and any CDD representative. The CEI project manager or his designated representative shall attend CDD meetings upon request.
- 1.2.3 Outstanding Issues. Consultant will prepare special reports, as requested by the CDD, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.2.4 Requests for Interpretations. When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the CDD.
- 1.2.5 Documentation of Deficiencies. Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the CDD. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the CDD, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.2.6 Prepare and Disseminate Reports. Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the CDD by the end of business the following day. All monthly reports will be delivered to the CDD, CDD Engineer and Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination. Consultant will coordinate with CDD at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness. Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the CDD shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the CDD to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies, & Projects. Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with CDD which shall not cause any undue delays.
- 1.2.10 Project Documentation. Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project.

This will include final review of the project final testing package.

2. Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications; and

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition; and

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition; and

2.4.4 FDOT Structures Design guidelines, current edition; and

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials. Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the CDD. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork. The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials. The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials. The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services. The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with ROOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spans, et cetera. Thorough documentation of inspections of

the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.

- Tile Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3. Quality Control Plan

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the CDD. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and

products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the CDD upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the CDD and CDD Engineer, with a courtesy copy to the Developer. All records are public records and subject to audit review.

EXHIBIT B

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NUMBER ____
_____, 202__

Peace Crossing Community Development District

Subject: **Work Authorization Number __**
Peace Crossing Community Development District

Dear Chair, Governing Board:

WSB LLC (“Professional”) is pleased to submit this work authorization to provide Construction Engineering & Inspection (“CEI”) services for the Peace Crossing Community Development District (“District”). We will provide these services pursuant to our current agreement dated December __, 2024 (“Agreement”) as follows:

I. **Scope of Work**

District will engage the services of Professional to perform those services as necessary for the _____ Project [SPECIFY PROJECT AND TASKS IN EXHIBIT 1] as well as attendance at meetings of the District’s Board as requested by the District.

II. **Fees**

District will compensate Professional, pursuant as described in Exhibit 1 of this Work Authorization in accordance with the terms of the Agreement. The District will reimburse Professional all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

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

Thank you for considering our firm. We look forward to working with you.

APPROVED AND ACCEPTED

Sincerely,
WSB LLC

By: _____
Authorized Representative of District
Date: _____

By: _____
Its: _____

Exhibit 1

[insert copy of additional service proposal, including scope of service and compensation]

EXHIBIT C
RATE SCHEDULE



2024 WSB Florida CEI Rate Schedule

Position	OT Allowed?	Loaded Rate
Project Manager	N	\$284.00
Senior Project Engineer	N	\$242.00
Project Administrator	N	\$182.00
Contract Support Specialist	N	\$142.00
Senior Inspector	Y	\$114.00
Inspector	Y	\$85.00

Rate Schedule is adjusted annually.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS V

This instrument prepared by:

**INTERLOCAL INFRASTRUCTURE AGREEMENT
THOMPSON NURSERY ROAD**

This Interlocal Infrastructure Agreement (the "Agreement") is made and entered into as of this 5th day of December, 2024 (the "Effective Date") by and between **PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a community development district established in accordance with Chapter 190, Florida Statutes, the address of which is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "PCCDD") and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Sections 163.01 and 163.3180, Florida Statutes (2024). The PCCDD and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Lake Wales Property Holdings, LLC, a Delaware limited liability company, whose address is 401 E. Las Olas Boulevard, Suite 1870, Fort Lauderdale, Florida 33301 (the "Owner") is the owner of real property located south of Thompson Nursery Road and east of U.S. Highway 27, as more specifically described in the legal description attached hereto and incorporated herein as **Exhibit "A"** (the "Owner's Property"); and

WHEREAS, Owner has caused the establishment of the PCCDD through which certain improvements will be constructed; and

WHEREAS, Owner has received approval from the City of Lake Wales to construct a mixed use planned development consisting of single-family, multi-family, office, commercial, and other non-residential development referred to as **ViaTerra** on the Owner's Property as depicted in the site plan attached hereto and incorporated herein as **Exhibit "B"** (the "Project"); and

WHEREAS, one of the primary accesses to the Project is on Thompson Nursery Road, which is a County maintained roadway; and

WHEREAS, the County has included certain improvements to Thompson Nursery Road in its Capital Improvement Plan ("CIP") and has allocated funding for the improvements to address existing deficiencies in the County's transportation network; and

WHEREAS, the Owner has commissioned a traffic impact analysis by Stantec Engineering dated August 2022 (the "Traffic Study"), which is incorporated herein by this reference, to review the potential transportation impacts of the Project, a summary of the conclusions of the Traffic

Study is as attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Traffic Study concludes certain Project related improvements are necessary in order to address the transportation impacts of the Project; and

WHEREAS, the County and the PCCDD have agreed it is in the best interests of the Parties for the PCCDD, to design and construct a section of Thompson Nursery Road, including signalization of the intersection of the Project's spine road, and Thompson Nursery Road, as generally depicted on **Exhibit "D"** (the "Off-Site Improvements"); and

WHEREAS, the PCCDD is willing to construct the Off-Site Improvements, which have been reviewed and approved by the County under project number LDROW-2024-13; and

WHEREAS, the PCCDD has obtained an opinion of probable cost to construct the Off-Site Improvements, a copy of which is attached hereto and incorporated herein as **Exhibit "E"** (the "Opinion of Probable Cost"); and

WHEREAS, the County and the PCCDD agree to allocate the cost to design, engineer, permit, and construct the Off-Site Improvements, as calculated and reflected in the County/PCCDD Allocation Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "F"** (the "County/PCCDD Allocation Schedule"); and

WHEREAS, the Parties acknowledge that the actual cost of construction of the Off-Site Improvements may differ from the Opinion of Probable Cost, the Parties further agree to allocate any modifications in costs consistent with the County/PCCDD Allocation Schedule.

WHEREAS, the PCCDD's and the County's obligations and responsibilities for the costs of the Off-Site Improvements are reflected on the County/PCCDD Allocation Schedule (respectively referenced hereafter as the "PCCDD's Costs" and "County's Costs"); and

WHEREAS, the Traffic Study identifies certain additional improvements for which the Project is responsible for proportionate fair share payments as reflected in **Exhibit "G"** ("Proportionate Share Exhibit"); and

WHEREAS, in order for the Off-Site Improvements to be constructed by the PCCDD, additional right-of-way must be acquired by the County from a neighboring property ("Additional Necessary ROW"); and

WHEREAS, the Parties agree that in the event the Additional Necessary ROW is not procured by January 1, 2025, the Parties agree to modify the Off-Site Improvements and update the Opinion of Probable Cost and County/PCCDD Allocation Scheduled to reflect the changes to the Off-Site Improvements; and

WHEREAS, the Owner is engaged in discussions with the Polk County School Board to transfer a portion of the Owner's Property to the Polk County School Board (the "School Site"); and

WHEREAS, in the event the School Site is transferred to the Polk County School Board, the transportation analysis in the Traffic Study and all vested rights and interests established for transportation concurrency in this Agreement shall remain for the development of the remainder of the Owner's Property, and shall not inure or transfer with the School Site to the Polk County School Board; and

WHEREAS, the Parties agree that the PCCDDs construction of the Off-Site Improvements and payment of the PCCDD's Costs shall satisfy the Project's obligations pertaining to its proportionate share contribution for impacts to the transportation network; and

WHEREAS, this Agreement will provide the assurance to the Owner that upon completion of construction of the Off-Site Improvements, Owner shall be deemed to have satisfied all requirements for mitigation of the transportation impacts of the Project on the transportation network within the County's jurisdiction; and

WHEREAS, while this Agreement shall reserve transportation capacity for established amounts of development on Owner's Property as provided herein, Owner is not hereby granted the right to develop until Owner obtains all other necessary approvals from Polk County and other applicable local, regional, state and federal governmental agencies; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the District desire to entered into this Interlocal Agreement finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law.

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

Article I RECITALS AND DEFINITIONS

1.1 Recitals. The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.

1.2 Definitions. Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

Article II CONDITIONS OF AGREEMENT

2.1 Legal Description of the Properties. The legal description of the Owner's Property is attached to this Agreement as **Exhibit "A."**

2.2 Permitted Development Uses. The PCCDD agrees to construct the Off-Site Improvements in accordance with all applicable requirements that are in effect as of the Effective Date.

2.3 Development Permits. The PCCDD, shall be required to secure all applicable local, county, regional, state, and federal approvals for the Off-Site Approvals. The PCCDD shall also obtain all applicable local, county, regional, state, and federal approvals for development of the Project, prior to development of the Owner's Property.

2.4 Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the County's transportation network. Any such additional trips are neither vested nor otherwise permitted under this Agreement, and Owner is precluded from asserting any such vesting. In addition, any such changes resulting in an increase in trips may result in an amendment or addendum to this Agreement, and/or may require application for and execution of an additional Infrastructure Agreement, along with any other required documentation, for the number of increased trips, as may be required by the County. In the event the School Site is transferred to the Polk County School Board, the transportation analysis in the Traffic Study and all vested rights and interests established for transportation concurrency in this Agreement shall remain for the development of the remainder of the Owner's Property, and shall not inure or transfer with the School Site to the Polk County School Board.

2.5 Insufficiency of Agreement. In the event that this Agreement fails to address a particular permit, condition, term, or restriction, the PCCDD shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or

restrictions.

2.6 Compliance with Applicable Standards. The Off-Site Improvements shall be designed and constructed in compliance with all applicable Polk County requirements, and applicable local, regional, state, and federal standards and requirements.

2.7 Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that upon completion of the Off-Site Improvements discussed herein and absent any increase in the Project's transportation impacts as set forth in section 2.4, Owner shall be deemed to have satisfied all requirements for the mitigation of traffic impacts for all phases of the Project, as detailed in the Traffic Study, within County's jurisdiction through buildout of the Project. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.

2.8 Proportionate Share for County's Deficient Segments. The PCCDD shall be responsible for the Project's proportionate share for the County's Deficient Segments, as described in **Exhibit "G"**, which totals One Hundred Forty-Six Thousand Five Hundred Thirty-One Dollars (\$146,531.00) (the "**County PS Payment**"). The County PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. The PCCDD and County further acknowledge and agree that the County PS Payment represents the final and binding amount the Project is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County's jurisdiction; provided, however, that if the number of units and/or square footage is subsequently increased, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement. PCCDD and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the County PS Payment constitute material inducements for the Parties to enter into this Agreement. Proportionate Share contributions are non-refundable. PCCDD shall make the County PS Payment, in accordance with this paragraph, prior to completion and/or acceptance by Polk County of the Off-Site Improvements.

Article III CONSTRUCTION OF INFRASTRUCTURE

3.1 Off-site Improvement Design and Permitting. The Parties agree the PCCDD shall undertake and fund the design, engineering, and permitting of the Off-Site Improvements under project number LDROW-2024-13, which includes but is not limited to adding turn lanes, lane widening, striping, signalization, and other improvements to Thompson Nursery Road as depicted and described in **Exhibit "D"**. The plans and specifications for the Off-Site Improvements are on file with the Land Development Division (the "**Plans and Specifications**").

3.2 Modifications of the Plans and Specifications; Permits. The Plans and Specifications for the Off-Site Improvements may be materially modified through the mutual agreement of the PCCDD and the County through the normal and ordinary permitting processes, and by change

order as actual construction of the Off-Site Improvements progresses (it being understood that non-material modifications shall not be required to be submitted for the County's approval). Proposed material modifications will be provided by the PCCDD, to the County for review. To be effective and binding against the County, however, any and all such modifications and change orders must be in writing, executed by the County and the PCCDD. In the event the County is unable to obtain the Additional Necessary ROW by January 1, 2025, the County and the PCCDD, agree to modify the Off-Site Improvements and update the Opinion of Probable Cost and County/PCCDD Allocation Scheduled to reflect the changes to the Off-Site Improvements.

3.3 Construction Requirements.

A. The PCCDD shall construct the Off-site Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of the PCCDD to obtain any permits from any other governmental entity required for the construction of the Off-Site Improvements. The County hereby grants any and all rights necessary for the PCCDD to obtain necessary approvals, permits, title and interests to perform its obligations under this Agreement, including, but not limited to, any and all licenses, easements, and permits to construct the Off-Site Improvements in the public right-of-way of Thompson Nursery Road. The rights granted by the County herein shall include the right to remove any partially constructed water/wastewater utility lines and related infrastructure that is not under active construction, and which has not been formally transferred and accepted by the County or another municipality in Polk County. However, any and all rights granted by the County do not include any waivers of permitting or review processes.

B. The PCCDD has entered into a Contract for Construction of the Improvements (the "Construction Contract") with a qualified contractor ("Construction Contractor"), which contractor was selected through a public competitive bid process. The PCCDD will provide a copy of the Construction Contract to the County Engineer upon request. The County will have the right to review the competitive bidding process, and all bids received.

C. County hereby notifies the PCCDD that the PCCDD may proceed with constructing the Off-Site Improvements in accordance with the plans in project number LDROW-2024-13 and consistent with the terms and conditions of this Agreement.

D. Prior to the commencement of construction the PCCDD, shall schedule, notice, and attend a pre-construction conference with engineer, contractor, County staff, and all involved utility companies.

E. The PCCDD shall provide the County with a monthly construction management status report during the term of this Agreement.

Article IV COST REIMBURSEMENT AND CONVEYANCE OF IMPROVEMENTS

4.1 Reimbursement. The County shall reimburse the PCCDD the County's Costs for the Off-Site Improvements through cash reimbursements as invoices for the Off-Site Improvements are

delivered to the County, along with evidence of payment of said invoice. Upon proper delivery by the PCCDD to the County of an invoice and evidence of payment thereof, the County shall reimburse the PCCDD for the County's Costs of the invoice as required by the appropriate Prompt Payment Act and in accordance with the County Reimbursement Requirements, as stated in Exhibit "H". As of the Effective Date, the PCCDD estimates the cost to construct the Off-Site Improvements will be \$5,350,212.91, as shown on the Opinion of Probable Cost, as reflected in Exhibit "E". The PCCDD, shall maintain separate cost records and documentation consistent with applicable County procurement procedures all of which it shall submit to the County as part of the documentation described in Paragraph 4.2.

4.2 Ownership and Documentation. Upon completion of the work in accordance with the Plans and Specifications, the PCCDD shall furnish a set of record drawings certified by the Engineer of Record that the Off-Site Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information, and belief all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. The PCCDD shall also prepare and submit any required certifications to permitting agencies. In addition, the PCCDD shall, at such time, provide the County with copies of records of the Off-Site Improvements as the County may reasonably request, including, but not limited to, Engineer of Record sealed Record Drawings.

4.3. Construction Timing. The Off-site Improvements shall be completed before completion of Phase 1 of the Project, as defined below. Phase 1 of the Project is limited to any combination of residential and commercial buildings/uses up to 1,002 combined PM Peak hour net external trips as established in the Traffic Study. The foregoing provision shall not be interpreted to preclude the Owner from obtaining building permits for development within Phase 1. Owner shall not receive certificates of occupancy for any development within the Project until completion and conveyance of the Off-Site Improvements unless an alternative suitable access is reviewed and approved by Polk County. The Off-Site Improvements shall be commenced within 36 months and completed within 60 months of execution of this agreement, unless a later date is mutually agreed to by the Parties. Upon completion of the Off-Site Improvements, the PCCDD, shall notify the County, in writing, of the completed construction. In the event, the actual cost of construction of the Off-Site Improvements differs from the Opinion of Probable Cost, the Parties agree to allocate any change in costs consistent with the County/PCCDD Allocation Schedule as reflected in Exhibit "F."

4.4. Conveyance of Off-site Improvements.

A. The PCCDD shall, at its sole cost and expense and through a mutually agreeable instrument, convey the Off-Site Improvements to the County free and clear of all liens and encumbrances within ten (10) business days of the issuance of the County inspector's letter indicating that the Off-Site Improvements comply with the approved construction plans, which letter shall be delivered to Owner and the PCCDD, as soon as reasonably possible after receipt of the PCCDD's, notice that the Off-Site Improvements are complete.

B. Provided all such conditions are met, the County agrees to accept such conveyance without

delay, and shall thereafter be responsible for the operation and maintenance of the Off-Site Improvements so conveyed to the County. As part of such conveyance, the PCCDD agrees to warrant, or cause its Construction Contractor to warrant, the Off-Site Improvements so conveyed for a period of one (1) year from the date of acceptance by the County of the Off-Site Improvements. PCCDD, or its Construction Contractor, shall provide a warranty surety in the form of a maintenance bond, acceptable to Polk County, in the amount of 10% of the PCCDD's Cost to construct the Off-Site Improvements, to warrant the Off-Site Improvements and any appurtenances thereto constructed by the PCCDD.

Article 5 MISCELLANEOUS

5.1. Approvals. In those instances, in which a party's approval, consent or satisfaction is required under this Agreement, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

5.2 Indemnification. The PCCDD, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the County, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the PCCDD itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. The County, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the Owner and the PCCDD, its officers, supervisors, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of County itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. However, nothing herein shall be construed as a waiver, by the County or PCCDD of their respective sovereign immunity under 768.28, Florida Statutes.

5.3. Insurance.

5.3.1 Notwithstanding anything to the contrary in this Agreement, the PCCDD shall cause its Construction Contractor to maintain, Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in 5.3.2, below.

5.3.2 The PCCDD shall cause its Construction Contractor to maintain, the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	\$1,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits

Employers Liability

\$1,000,000.00

5.3.3 All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. Polk County shall be named as additional insured on all General Liability and Automobile Liability policies on a primary and non-contributory basis. The General Liability, Automobile Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of County.

5.3.4 The PCCDD shall provide County with Certificates of Insurance satisfactory to County to evidence such coverage before any work commences on the Off-Site Improvements. County must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida." Coverage must commence on or before the first day work begins and remain in effect until at least the end of the warranty period as stated in section 4.4(B).

5.4. Term and Nature of Agreement. With the exception of (x) warranty requirements which expressly survive the termination of this Agreement and (y) the County's obligation to reimburse the PCCDD as and when required under this Agreement, which shall expressly survive the termination hereof, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. At any time thereafter, upon written request of either party hereto, the other party hereto shall execute and deliver a written termination of this Agreement, and failure to so execute and deliver such written termination of this Agreement on or before the thirtieth (30th) day after the request is made, shall be deemed a full termination of this Agreement without further action being required by either party hereto. If the PCCDD is unable to obtain all necessary approvals for the construction of the Off-Site Improvements from any governmental agency, the PCCDD may terminate this Agreement. If the PCCDD fails to begin construction of the Off-Site Improvements on or before three (3) years from the Effective Date of this Agreement, this Agreement shall be null and void.

5.5. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County: Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Copy to: County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Polk County Office of Planning and Development
ATT: Concurrency & Entitlements Manager
330 West Church Street
Bartow, FL 33830

Polk County Roads & Drainage Division
ATT: Roads & Drainage Director
3000 Sheffield Road
Winter Haven, FL 33880

Owner: Lake Wales Property Holdings, LLC
c/o BTI Partners, LLC
401 E. Las Olas Boulevard, Suite 1870
Fort Lauderdale, Florida 33301
Attn: Noah Breakstone
Email: nbreakstone@btipartners.com

Copy to: 9 Old Kings Highway South, 4th Floor
Darien, CT 06820
Attn: Marc Proof and Jordan Socaransky
Email: legaltrx@westportcp.com
jsocaransky@westportcp.com

CDD: Peace Crossing Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell
wrathellc@whhassociates.com

Copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael Eckert, Esq.
Michael.Eckert@kutakrock.com

5.6 Public Records. Pursuant to Section 119.0701, Florida Statutes, the PCCDD shall comply with its obligations pertaining to Florida Public Records' laws, and shall:

- a. The PCCDD acknowledges Polk County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the material created under this Agreement. The PCCDD further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the

PCCDD shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b. Without in any manner limiting the generality of the foregoing, the PCCDD acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:
 - i. Keep and maintain public records required by the COUNTY to perform the service.
 - ii. Upon request from the COUNTY’S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PCCDD does not transfer the records to the COUNTY.
 - iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the PCCDD or keep and maintain public records required by the COUNTY to perform the service. If the PCCDD keeps and maintains public records upon completion of the contract, the PCCDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- c. **IF THE PCCDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PCCDD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

5.7 Records and Audits. The PCCDD shall maintain in its primary administrative office all

original books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the PCCDD's, primary administrative office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection by the County, or its duly authorized agent or representative, upon ten (10) business day's prior written notice.

5.8 Employment Eligibility Verification (E-Verify).

- a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- b. Pursuant to Section 448.095(5), Florida Statutes, the PCCDD, its Construction Contractor, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the PCCDD, its Construction Contractor or any subcontractor thereof. PCCDD acknowledges and agree that (i) the Parties may not enter into this Agreement, and the PCCDD's Construction Contractor may not enter into any subcontracts, unless its Construction Contractor, and each party to any subcontracts, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- c. By entering into this Agreement, the PCCDD becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring its Construction Contractor and all subcontractors thereof to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The PCCDD shall maintain a copy of such affidavits for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the PCCDD, the PCCDD may not be awarded a public contract for a period of 1 year after the date of termination. The PCCDD shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

5.9 Amendment. This Agreement may only be amended and modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

5.10 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

5.11 Assignment and Successors. This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all successors or assigns of the Parties to this Agreement, regardless of the name of the successors or assigns. In the event that PCCDD this Agreement and its rights, obligations, and responsibilities hereunder to a third party, PCCDD shall provide written notice to the County.

5.12 Disclaimer of Third-Party Beneficiaries. Owner is a direct third-party beneficiary to this Agreement. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any other third party not a formal party hereto, except any successors in interest of the Owner, the PCCDD, or the County.

5.13 Governing Law and Venue. In performing this Agreement, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, the parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

5.14 Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

5.15 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

5.16 Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

5.17 Construction of Agreement. This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

5.18 Force Majeure. Should the performance of this Agreement by the PCCDD, be prevented or delayed by any Act of God or other cause beyond the reasonable control of the PCCDD, including but not limited to, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, or by any law, regulation or order of any federal, state or local authority, the PCCDD's, performance shall be excused to the extent it is thus prevented or delayed. Neither the lack of financial resources, budgetary requirements, crop revenues, harvesting schedules, nor such other errors, shall constitute a force majeure event sufficient to excuse nonperformance hereunder.

5.19 Performance Bond. Prior to commencement of construction of the Off-Site Improvements, the PCCDD shall cause its Construction Contractor to provide a performance bond for the construction of the Off-Site Improvements.

5.20 Release. For and in consideration of the mutual agreements set forth herein, the PCCDD s the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and the PCCDD, for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, does hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. The PCCDD acknowledge and agree that its agreement to this release is a material inducement to Polk County to enter into this Agreement. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which the PCCDD may be entitled.

5.21 Limitation of Liability. IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE THE PCCDD FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

5.22 Self-Help Provision. In the event the County desires to expedite the overall construction of the Off-Site Improvements and the PCCDD has not commenced with construction of the Off-Site Improvements, the County shall be permitted, upon delivery of written notice to Owner and the PCCDD, to assume the PCCDD's responsibilities related to the construction of the Off-Site Improvements. In such event, the County shall be entitled to ownership of the Plans and Specifications and all permits (including environmental permits) granted to the PCCDD in connection with the Off-Site Improvements and the PCCDD shall use its diligent, good faith efforts to ensure the successful transfer of the same to the County. In the event the County exercises its

rights under this provision, the PCCDD, shall make a lump sum payment of the PCCDD's Costs to Polk County satisfying all of the Project's obligations to Polk County for the Off-Site Improvements, with a credit to the PCCDD for the costs expended by Owner and PCCDD related to the design, permitting and construction of the Off-Site Improvements up to the date of assumption by the County under this section 5.22

5.23 FILING. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the respective dates under each signature, by and through their authorized representatives.

COUNTY

BOARD OF COUNTY COMMISSIONERS OF POLK
COUNTY

William Braswell, Chair

This _____ day of _____, 2024.

(SEAL)

ATTEST: Stacy M. Butterfield, Clerk

Deputy Clerk

Approved by County Attorney
As To Form and Legal Sufficiency:

By: _____

PCCDD

WITNESSES
District

Secretary / Assistant Secretary

[Signature]

Witness #1

Kevin Kramer

Print Name of Witness #1

[Signature]

Witness #2

Justin Onorato

Print Name of Witness #2

Peace Crossing Community Development

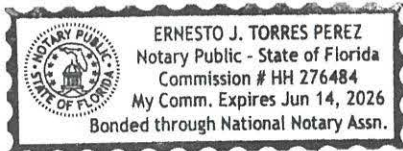
By: [Signature]

Print Name: Noah Breakstone

As Its: Chairman

State of Florida
County of Polk

The foregoing instrument was hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of December, 2024, by Noah Breakstone as Chairman of Peace Crossing Community Development District on behalf of the district. He/She is ☐ personally known to me or ☐ has produced _____ as identification.



[Signature]
NOTARY PUBLIC

ERNESTO J. TORRES
Print Name of Notary Public

My Commission Expires 6/14/26

Exhibit List

Exhibit A - Legal Description
Exhibit B – Project Site Plan
Exhibit C- Summary of Traffic Study
Exhibit D- Off-Site Improvements
Exhibit E - Opinion of Probable Costs
Exhibit F- County/PCCDD Allocation Schedule
Exhibit G- Proportionate Share Exhibit
Exhibit H – County Reimbursement Requirements

Exhibit "A" - Legal Description

Exhibit A: Legal Description of Lake Wales Mixed Use GDP

PARCEL 1: ALL OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF CR17A.

PARCEL 2: THE N $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3: THE S $\frac{1}{2}$ OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, EAST OF MAIN CANAL AND WEST OF HWY NO. 27.

PARCEL 4: ALL OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WEST OF PEACE CREEK CANAL.

PARCEL 5: THE N $\frac{1}{2}$ OF THE NE $\frac{1}{4}$, WEST OF HIGHWAY AND THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, LESS EAST 1034 FEET OF SOUTH 1020 FEE AND THE W $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, WEST OF CANAL, ALL IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6: ALL OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUGH OF MAIN CANAL, LESS S $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND LESS ROAD RIGHT-OF-WAY.

PARCEL 7: THE N $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, NORTH OF CANAL.

PARCEL 8: THE E $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SOUTH OF CANAL, LESS THE WEST 740 FEET, ALL IN SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 1: THE EAST $\frac{1}{2}$ FO THE NE $\frac{1}{4}$ OF THE NW 14, LESS THE NORTH 300 FEET THEREOF, IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2: THE SOUTH 120 FEET OF THE EAST 374 FEET OF THE WEST $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ FO THE NW $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, PLK COUNTY, FLORIDA.

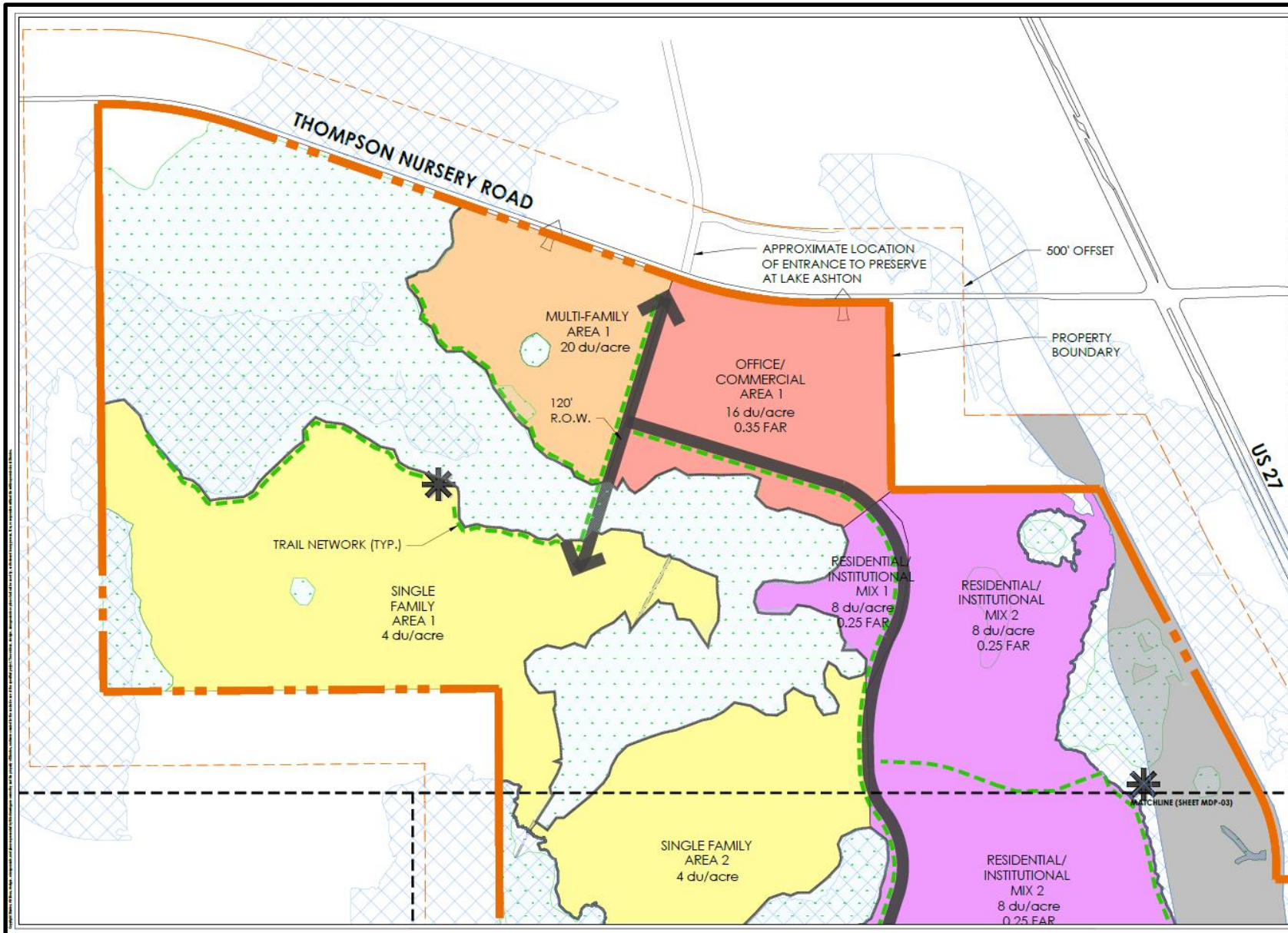
TOGETHER WITH:

THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$; AND THE EN 1*4 OF THE SW $\frac{1}{4}$; ALL BEING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT THAT PROPERTY CONVERED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORD BOOK 3184, PAGE 2293 AND OFFICIAL RECORD BOOK 3872, PAGE 2035, PUBLIC RECORDS OF THE POLK COUNTY, FLORIDA..

SUBJECT TO THE MAINTAIN RIGHT-OF-WAY FOR CONNOR ROAD RECORDED IN MAP BOOK 23, PAGE 72-77, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

[illegible]



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www.stantec.com

CLIENT
BTI PARTNERS

LAKE WALES MIXED USE DEVELOPMENT
LAKE WALES, FLORIDA

KEY/LEGEND

- WETLAND
- FLOOD PLAIN
- ROADWAY
- PROPERTY BOUNDARY
- 500' BUFFER ON PROPERTY BOUNDARY
- INTERNAL CIRCULATION (50' ROW)
- INTERNAL CIRCULATION (50' ROW)
- TRAIL SYSTEM
- POTENTIAL HUB AREA

SHEET INFORMATION
2 OF 6; 24"x36"
PROJECT NUMBER
215617407
SUBMITTAL DATE
AUG 2022

MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

1. REVISIONS
2. REVISIONS
3. REVISIONS
4. REVISIONS

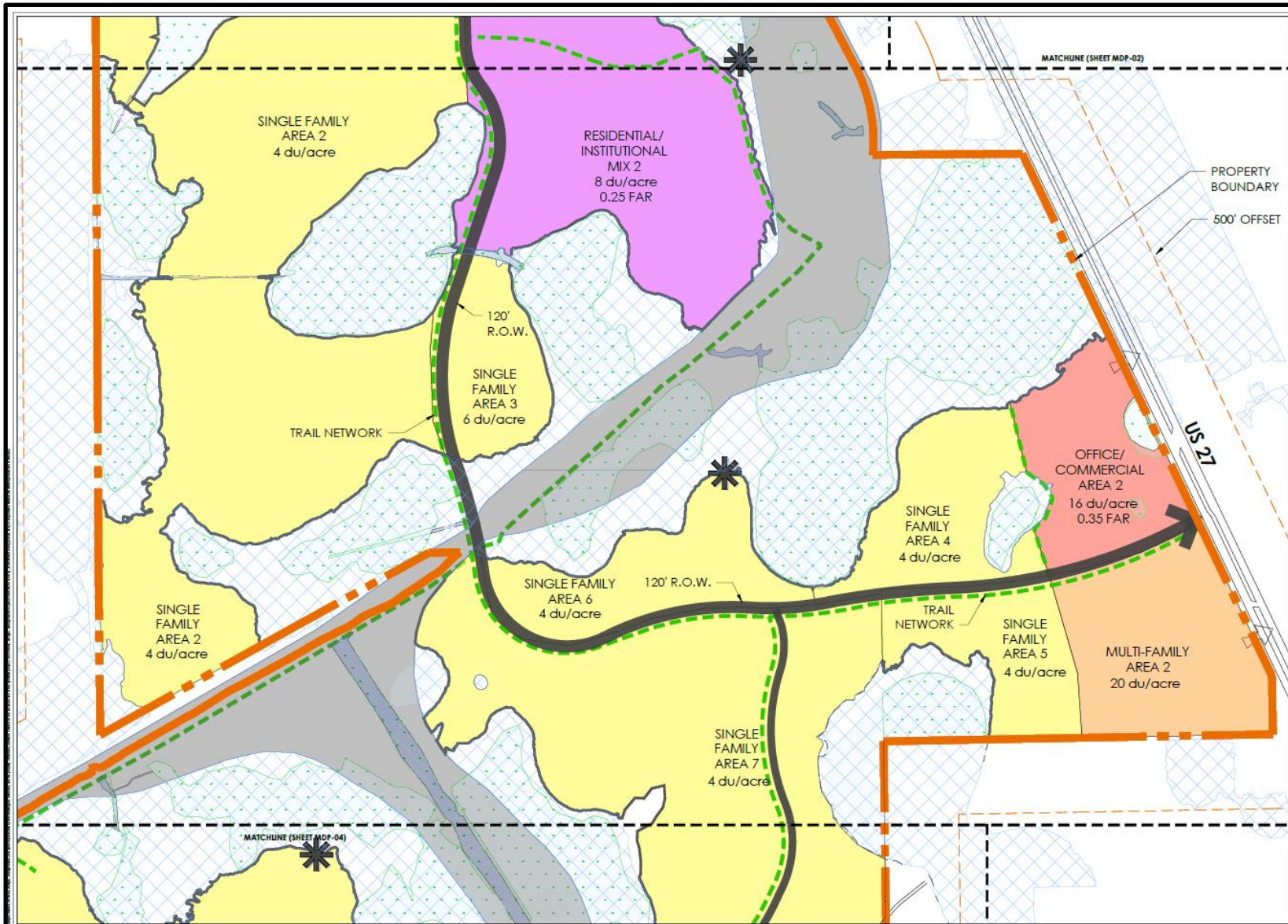
DATE: SUBMITTAL DESCRIPTION



DATE: August 22, 2022
EMPLOYEE: EKH
PROJECT #: 215617407

MDP-02

4938-0524-3394.1



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CLIENT

BTI PARTNERS

LAKE WALES MIXED USE DEVELOPMENT

LAKE WALES, FLORIDA

KEY/LEGEND

- WETLAND
- FLOOD PLAIN
- ROADWAY
- PROPERTY BOUNDARY
- 500' BUFFER OF PROPERTY BOUNDARY
- INTERNAL CIRCULATION (100' ROW)
- INTERNAL CIRCULATION (50' ROW)
- TRAIL SYSTEM
- POTENTIAL ASSEMBLY AREA

SHEET INFORMATION

3 OF 6; 24"x36"

PROJECT NUMBER

215617407

SUBMITTAL DATE

AUG 2022

MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

1	DESIGNED - REVISION 1
2	DESIGNED - REVISION 2
3	DESIGNED - REVISION 1
4	DESIGNED - REVISION 1

DATE: August 22, 2022

EMPLOYEE: EKH

PROJECT #: 215617407

0 100 200 400

MDP-03



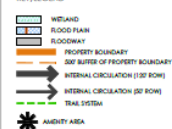
Stantec Consulting Services Inc.
777 Harbour Island Blvd, Suite 400
Tampa, Florida 33602 U.S.A.

Phone: 813.223.9500
Fax: 813.223.0009
www.stantec.com

CLIENT
BTI PARTNERS

LAKE WALES MIXED
USE DEVELOPMENT
LAKE WALES, FLORIDA

KEY/LEGEND



SHEET INFORMATION
4 OF 6; 24"x36"

PROJECT NUMBER
215617407

SUBMITTAL DATE
AUG 2022

MASTER
DEVELOPMENT
PLAN

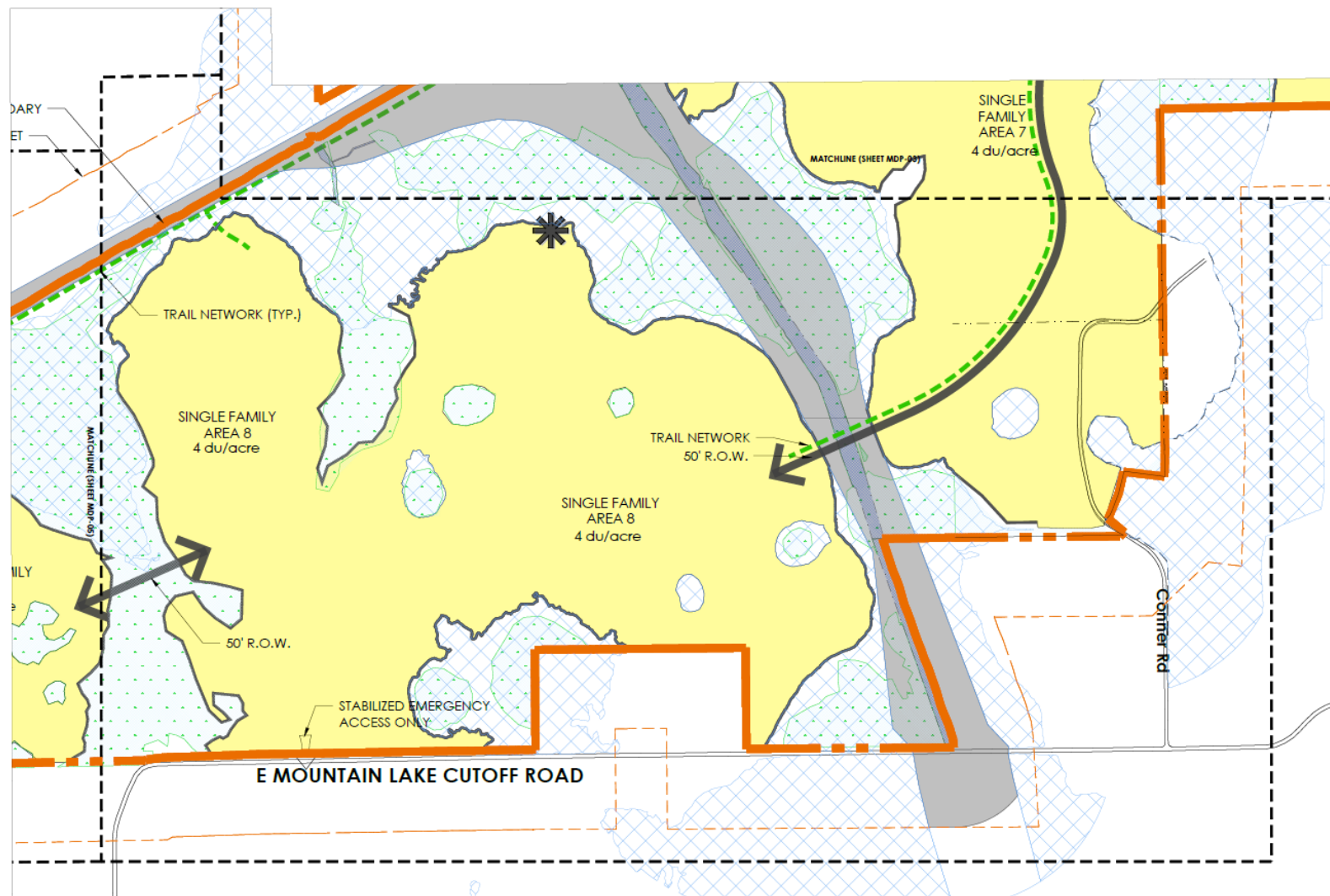
PRELIMINARY PLAN
NOT FOR CONSTRUCTION

1	REVISIONS - REVISION 1
2	REVISIONS - REVISION 2
3	REVISIONS - REVISION 3
4	REVISIONS - REVISION 4
5	REVISIONS - REVISION 5



DATE: August 22, 2022
EMPLOYEE: EKH
PROJECT #: 215617407

MDP-04





Stantec Consulting Services Inc.
777 Harbour Island Blvd, Suite 600
Tampa, Florida 33602 U.S.A.
Phone: 813.223.9500
Fax: 813.223.0009
www.stantec.com

CLIENT
BTI PARTNERS

LAKE WALES MIXED
USE DEVELOPMENT
LAKE WALES, FLORIDA

KEY/LEGEND
WETLAND
FLOOD PLAIN
Easement
PROPERTY BOUNDARY
500' BUFFER OF PROPERTY BOUNDARY
INTERNAL CIRCULATION (100' ROW)
INTERNAL CIRCULATION (50' ROW)
TRAIL SYSTEM
POTENTIAL HAZARDOUS AREA

SHEET INFORMATION
5 OF 6; 24"x36"
PROJECT NUMBER
215617407
SUBMITTAL DATE
AUG 2022

MASTER
DEVELOPMENT
PLAN

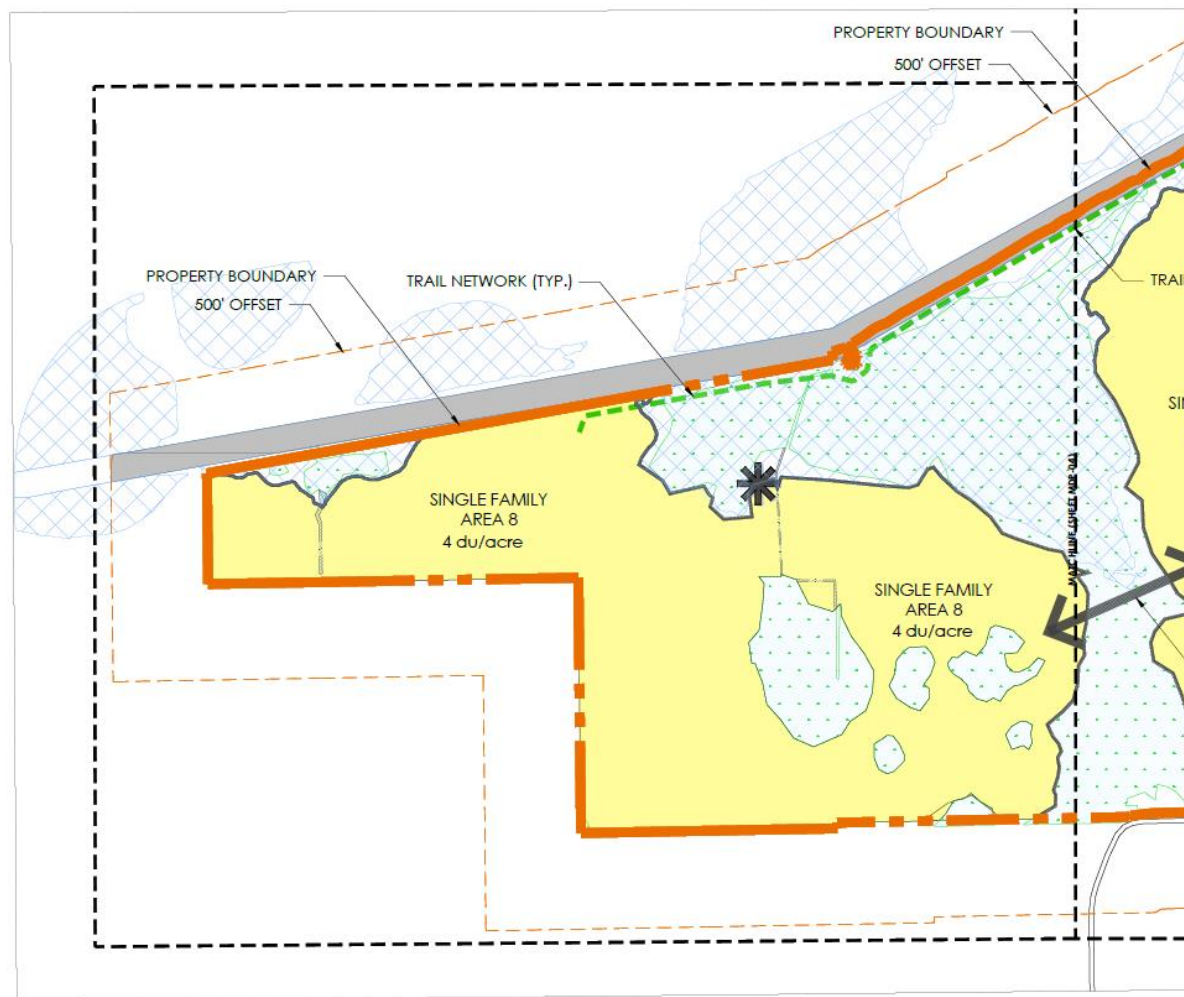
PRELIMINARY PLAN
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	8/22/2022	REVISION 1
2	8/22/2022	REVISION 2
3	8/22/2022	REVISION 3
4	8/22/2022	REVISION 4
5	8/22/2022	REVISION 5
6	8/22/2022	REVISION 6
7	8/22/2022	REVISION 7
8	8/22/2022	REVISION 8
9	8/22/2022	REVISION 9
10	8/22/2022	REVISION 10

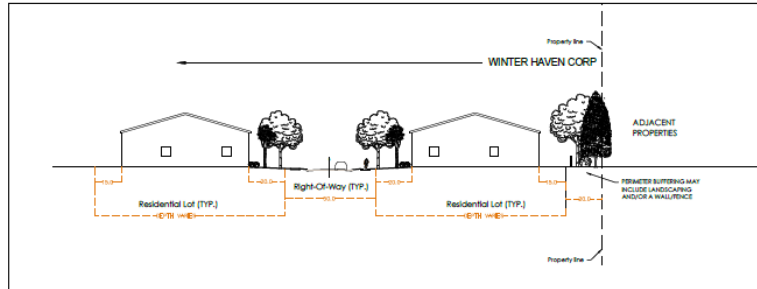


DATE: August 22, 2022
EMPLOYEE: EKH
PROJECT #: 215617407

MDP-05



4938-0524-3394.1

[illegible]

Together with:
 PARCEL 3, The E/2 of the NE 1/4 of the NW 1/4, L255, the North 300' foot Street, in Section 26, Township 26 South, Range 27 East, Public County, Florida
 PARCEL 4, The South 100' foot of the East 376' foot of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 26, Township 26 South, Range 27 East, Public County, Florida

Together with:
 PARCEL 1, of the NW 1/4 and the NE 1/4 of the SW 1/4, all being in Section 26, Township 26 South, Range 27 East, Public County, Florida
 L254 and L255T are hereto proposed as Warranty Deeds recorded in Official Public Records, Book 1224 and Official Record Book 2652, Page 2035, Public Records of the Public County, Florida
 PARCEL 5, of the NW 1/4 and the NE 1/4 of the SW 1/4, all being in Section 26, Township 26 South, Range 27 East, Public County, Florida

CITY CODES - CITY OF LAKE WALES



Exhibit C- Summary of Traffic Study



Stantec Consulting Services Inc.
6920 Professional Parkway East
Sarasota, Florida 34240
Tel: 941-907-6900

July 19, 2024

Via: email

File: 215617652

Reference: **Summary of Lake Wales Mixed Use Traffic Study**

To whom it may concern,

Phase 1 Summary:

The following eight uses were approved as part of the Lake Wales Mixed-Use Development TIA. Phase 1 can consist of any of the eight uses (or combination of multiple uses) as long as the trip generation from the use(s) does not exceed 1,002 net external PM peak-hour trips.

1. Single Family Detached dwelling units
2. Single Family Attached dwelling units
3. Multi-Family dwelling units
4. Single Family Senior Adult dwelling units
5. Multi-Family Senior dwelling units
6. Commercial/Retail uses
7. Office uses
8. Assisted Living Facility

Buildout Summary:

The approved Traffic Study for the subject project included the following development totals:

- 1,900 single-family detached dwelling units
- 600 single-family attached dwelling units
- 800 multi-family housing dwelling units
- 700 age-restricted single-family detached units
- 400 age-restricted single-family attached units
- 250,000 square feet of commercial
- 100,000 square feet of office
- 200,000 square feet of assisted living

The report included a summary table (Table 35: Summary of All Improvements through Build Out – this table is attached for ease of reference) which shows background improvements and project improvements.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read 'Travis Fledderman'.

Travis Fledderman, PE
Project Manager, Senior Associate
Tel: 941-907-6900
E-Mail: travis.fledderman@stantec.com

cc: Melanie Smith, PE, Mel-Haven Engineering, LLC

Design with community in mind

\\us0227-pfss01\shared_projects\215617414\admin\documents\final_documents\letter\let_tnr_polk_co_traffic_0719.docx

Table 35: Summary of All Improvements through Build Out

Improvement Location	Background Improvements (Not Project Related)	Project Improvements
Intersections		
US 27 at SR 544	Add: 2nd NBL and receiving lane; 3rd EBL; Add overlap phases: EBR, WBR Change cycle length to 150 seconds in AM/PM	Add 2nd WBT lane (receiving lane already in place from NBL in Phase 2)
US 27 at SR 542	Add overlap phases: EBR Change cycle length to 150 seconds in PM	
US 27 at SR 540	Add: 2nd EBR Add overlap phases: EBR, SBR	
US 27 at Star Lake Drive	Add: WBL	
US 27 at Thompson Nursery Rd	Add overlap phases: NBR, SBR, EBR, WBR	Add: 2nd NBL; 2nd EBL
US 27 at Project Driveway		Add: 2 NBL; SBR; EBL; EBR Add overlap phase: EBR Signalize
US 27 at E. Mountain Lake Cutoff	Add overlap phase: WBR	Change cycle length to 150 seconds in PM
Thompson Nursery Rd at Project Driveway		Add: 2 WBL; EBR; NBL; NBR Add overlap phase: NBR Signalize
Chalet Suzanne Rd at Serenity Blvd/Eagle Ridge Mall		Signalize
SR 17 at Burns Avenue	Signalize with protected SBL Add overlap phase: WBR	
SR 60 at Alturas Rd/Old Lake Wales Rd	Add: NBL Change cycle length to 150 seconds in AM/PM	
SR 60 at CR 655/Rifle Range Rd	Add: 2nd SBL Change cycle length to 150 seconds in AM/PM	

Exhibit D- Off-Site Improvements

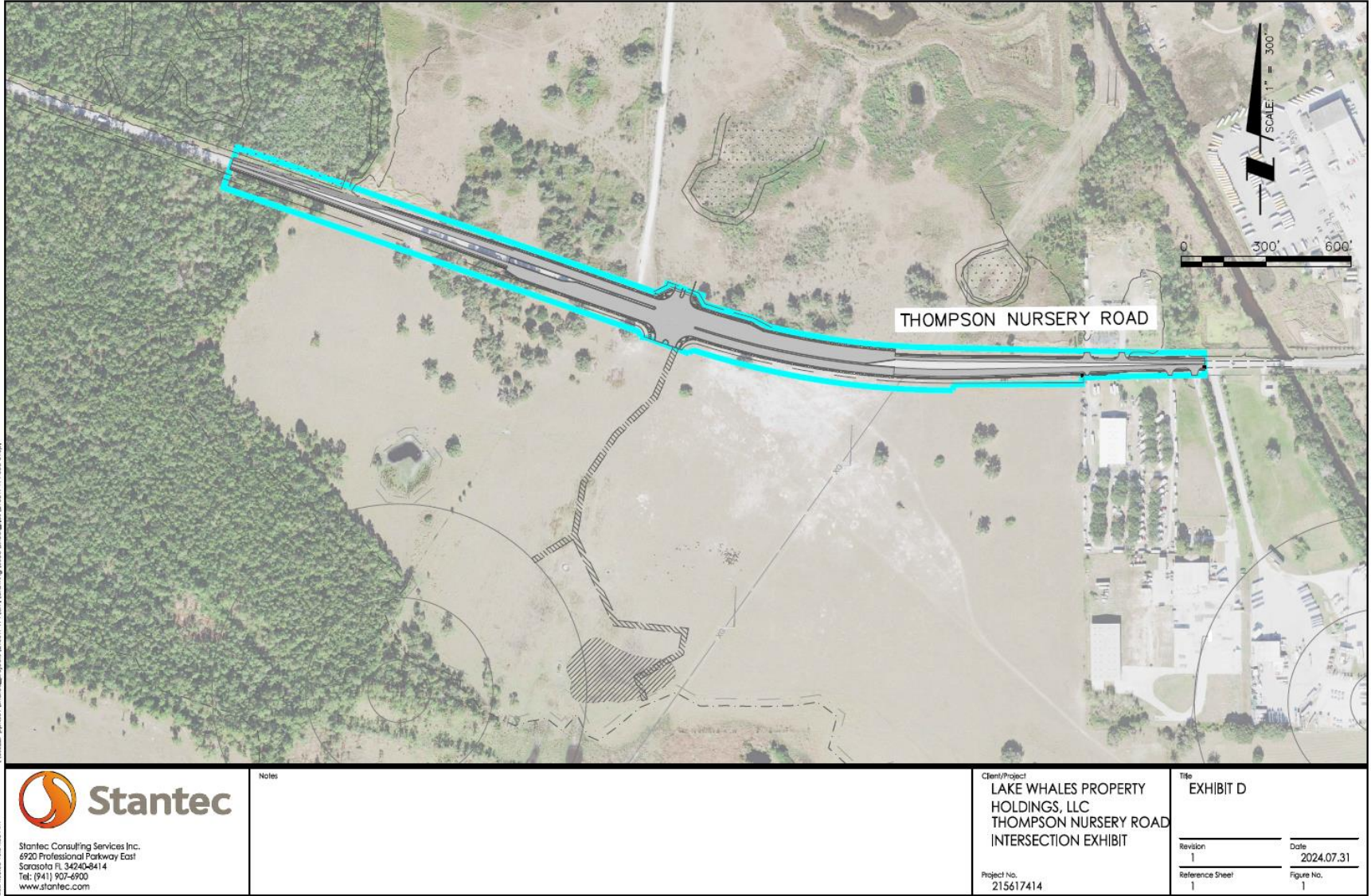


Exhibit E - Opinion of Probable Costs



Thompson Nursery Rd Intersection EOPC - May 21, 2024
Lake Wales Property Holdings, LLC / Peace Crossing CDD
Lake Wales Mixed Use Project (Viaterra)

Improvements

Item	Category	Category Total
Complete Project per Contractor's Proposal (Total TNR ROW Work per Add Alt #2)*		\$6,024,635.24

Note: This Opinion of Probable Cost addresses the road improvements and does not include utility relocations/improvements. The Owner is not seeking participation/reimbursement for utility relocation/improvement from the County. As such, consider the following breakdown:

Items subject to reimbursement agreement:		
#1	Roadway improvements	\$4,327,891.96
#2	Estimated Additional Costs After Bid (misc striping, storm, BMPs, temp asphalt, etc)	\$170,000.00
Total Roadway Improvements (#1 + #2)		\$4,497,891.96
#3	Traffic signal	\$852,320.95
Total amount subject to reimbursement percentages (#1 + #2 + #3) (see Exhibit F)		\$5,350,212.91

Certificate of Cost Estimate

I, Travis J. Fledderman, P.E. , hereby submit that my opinion of cost for the improvements itemized herein is Five Million Three Hundred Fifty Thousand Two Hundred Twelve Dollars and Ninety One Cents (\$5,350,212.91).

Signed and Sealed on this 12th day of August, 2024



Signed: _____

Travis J. Fledderman, P.E.
Florida Licensed Engineer No. 82341
Certificate of Authorization No. 27013

*Total project amount subject to change. See exhibit F for change order reimbursement schedule.

Lake Wales Spine Road

Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans

Roadway costs
(86%,5%,9% split)
\$4,327,891.96

	Item	Quantity	Unit	Unit Price	Total
Roadways & Pavement	1" Friction Course FC - 9.5 (Traffic C) (Rubber)	22,311	SY	\$15.00	\$334,665.00
	4" Traffic C Type SP Structural Course	22,311	SY	\$49.73	\$1,109,526.03
	Optional Base Group II	23,100	SY	\$37.94	\$876,414.00
	12.5" Type B Stabilization LBR 40	25,022	SY	\$14.00	\$350,308.00
	Signage, Striping and Pavement Markings	1	LS	\$72,504.66	\$72,504.66
	Maintenance of Traffic	1	LS	\$726,549.02	\$726,549.02
	Demolition	1	LS	\$239,854.03	\$239,854.03
	Traffic Signal Complete Installation	1	LS	\$753,427.19	\$753,427.19
	Pole Cable Distribution System, Furnish and Install, Conventional	8	EA	\$12,361.72	\$98,893.76
	4' Traffic Separator	618	LF	\$89.39	\$55,243.02
	Type "F" Curb	2,707	LF	\$21.52	\$58,254.64
	Type "E" Curb	1,375	LF	\$36.42	\$50,077.50
	Concrete Sidewalk	1,890	SY	\$59.00	\$111,510.00
Drainage	Handicap Ramps (w/detectable warnings)	8	EA	\$1,655.32	\$13,242.56
	FDOT Type 6 Inlet	6	EA	\$12,581.03	\$75,486.18
	Under Drain	1	EA	N/A	
	Storm Manhole	3	EA	\$10,764.62	\$32,293.86
Utilities	18" RCP	1,284	LF	\$161.43	\$207,276.12
	12" Watermain	1,759	LF	\$105.06	\$184,800.54
	12" Potable Gate Valve	3	EA	\$5,600.67	\$16,802.61
	8" Watermain	40	LF	\$52.26	\$2,090.40
	Potable Water Main Fittings	1	LS	\$138,956.06	\$138,956.06
	Water Main Testing per City of Lake Wales Standards	1	LS	\$9,317.51	\$9,317.51
	12" Reclaim	1,543	LF	\$104.04	\$160,533.72
	12" Reclaim Gate Valve	2	EA	\$5,551.79	\$11,103.58
	Reclaim Main Fittings	1	LS	\$29,222.85	\$29,222.85
	Reclaim Main Testing per City of Lake Wales Standards	1	LS	\$6,584.23	\$6,584.23
	8" Forcemain	2,408	LF	\$63.00	\$151,704.00
	8" Sanitary Gate Valve	1	EA	\$3,045.17	\$3,045.17
	Force Main Fittings	1	LS	\$120,695.19	\$120,695.19
	Gravity Sewer Testing Per City of Lake Wales Standards	1	LS	\$9,566.47	\$9,566.47
	*Storm Sewer Testing - Per FDOT Requirements	1	LS	\$14,687.34	\$14,687.34

Traffic signal costs (50% split):
\$852,320.95

Utilities to be reimbursed
by City of Lake Wales (not
subject to cost share with
County)
Utility costs: **\$844,422.33**

Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans Total = \$6,024,635.24

*Note, this is not an FDOT project, however the owner has asked for storm testing per FDOT standards

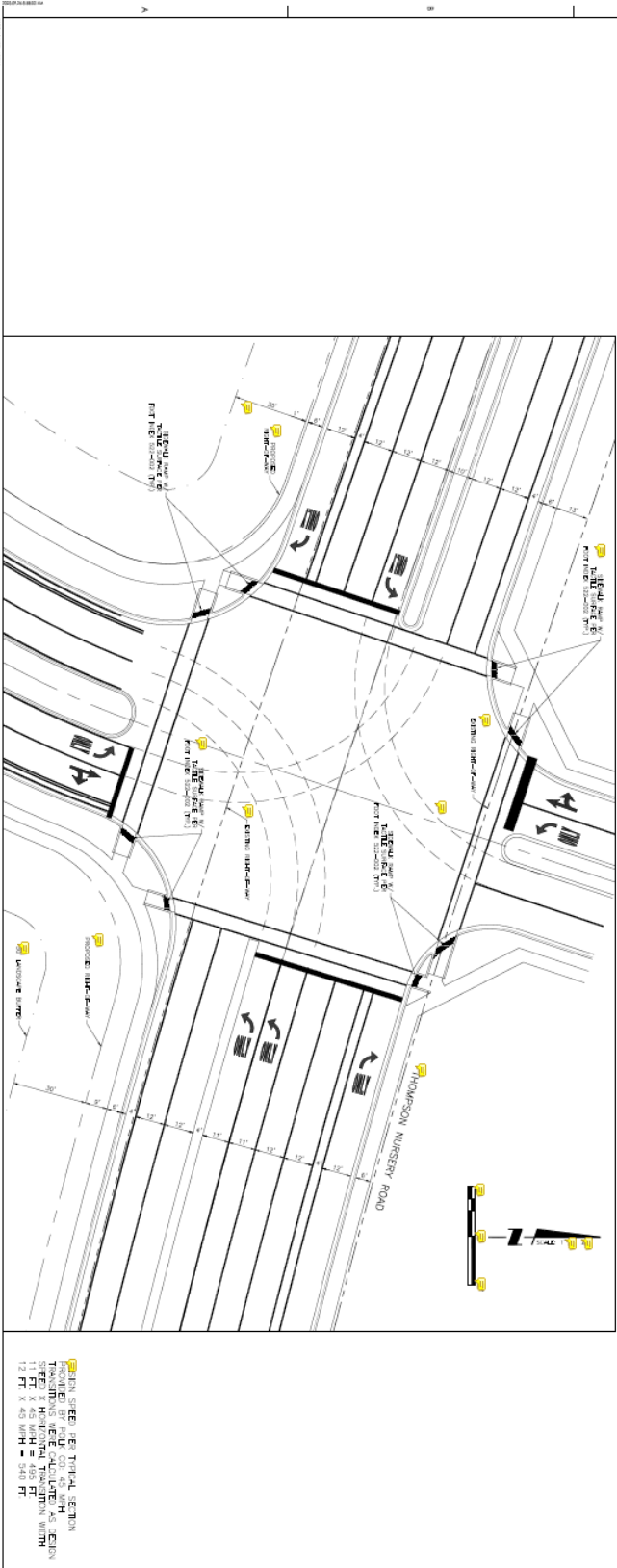
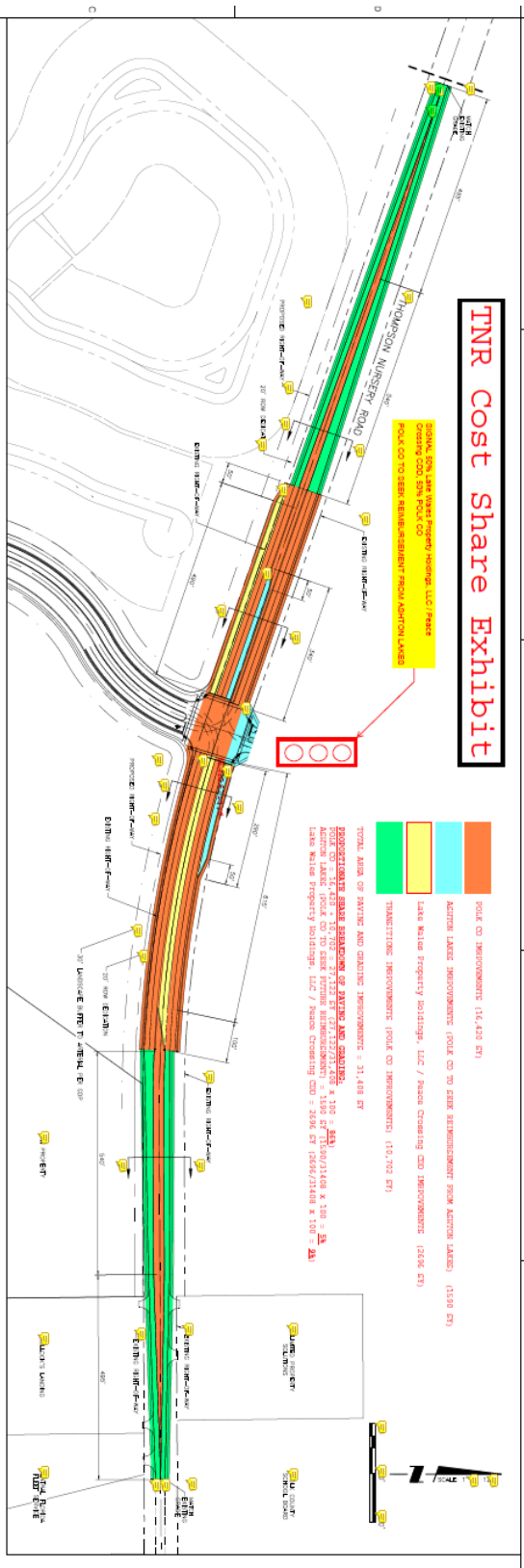
Exhibit F- County/PCCDD Allocation Schedule



Exhibit F - County/Owner Allocation Schedule Lake Wales Property Holdings, LLC / Peace Crossing CDD Lake Wales Mixed Use Project (Viaterra)

Item	Category	Category Total
Cost Sharing Analysis		
Item #1: Signal & Lighting		
Total Cost Split		
Polk Co Reimbursed by Ashton Lakes	50%	\$426,160.48
Lake Wales Property Holdings, LLC / Peace Crossing CDD	50%	\$426,160.48
(1) TOTAL		\$852,320.95
Item #2: Roadwork: Earthwork, Paving, Grading, Drainage, General		
Total Cost Split		
Polk Co	86%	\$3,868,187.09
Polk Co Reimbursed by Ashton Lakes	5%	\$224,894.60
Lake Wales Property Holdings, LLC / Peace Crossing CDD	9%	\$404,810.28
(2) TOTAL		\$4,497,891.96
TOTAL THOMPSON NURSERY ROAD CONSTRUCTION COSTS[(1) + (2)] (PER EXHIBIT E)		\$5,350,212.91
Item #3: Offsite Proportionate Share		
Lake Wales Property Holdings, LLC / Peace Crossing CDD -- See Traffic Study for backup	100%	\$146,531.00
Item #4: Engineering and Design of Thompson Nursery Road		
Civil Engineering		\$411,900.00
Geotechnical Engineering		\$7,750.00
Total		\$419,650.00
50% Lake Wales Property Holdings, LLC / Peace Crossing CDD	50%	\$209,825.00
50% Polk Co	50%	\$209,825.00
Final Summary		
Total Cost for Polk County =		\$4,729,067.16
Total Cost for Lake Wales Property Holdings, LLC / Peace Crossing CDD =		\$1,187,326.75
Total		\$5,916,393.91
Change order cost allocation schedule:		
Signal related 50% Polk Co; 50% Lake Wales Property Holdings, LLC/Peace Crossing CDD		
Roadway related: 91% Polk Co; 9% Lake Wales Property Holdings, LLC/Peace Crossing CDD		

TNR Cost Share Exhibit



Lake Wales Mixed-Use Development Proportionate Share

Intersection	Improvement	Project Phase Requiring Improvement	Project Phase Trips	Total Traffic	Proportionate Fair Share Percentage	Total Improvement Cost (2022 Dollars)	FDOT Inflation Factor (2022 to 2024)	Inflation Adjusted Cost (2024 Dollars)	Project Proportionate Share
US 27 at SR 544	Add 2nd WBT ¹	3	133	6,935	1.9%	\$ 1,455,744	1.056	\$ 1,537,266	\$ 29,208
US 27 at Thompson Nursery Road	Add 2nd NBL ²	3	553	6,904	8.0%	\$ 457,188	1.056	\$ 482,791	\$ 38,623
US 27 at Thompson Nursery Road	Add 2nd EBL ³	2	476	6,050	7.9%	\$ 457,188	1.056	\$ 482,791	\$ 38,140
Chalet Suzanne Road at Serenity Boulevard	Signalize ⁴	3	92	1,795	5.1%	\$ 753,124	1.056	\$ 795,299	\$ 40,560
Total:									\$ 146,531

Notes:

¹Cost for 2nd through lane based on District 7 total cost estimate for one mile of additional outside lane multiplied by 0.25 to for required 1/4-mile east of intersection (west side already in place as Phase 2 background improvement) and adjusted for inflation.

²Cost for 2nd left-turn lane based on District 7 total cost estimate for 300-foot exclusive left-turn lane (rural section) of \$196,218 multiplied by 2.33 to match existing 700-foot turn lane and adjusted for inflation.

³Cost for 2nd left-turn lane based on District 7 total cost estimate for 300-foot exclusive left-turn lane (rural section) of \$196,218 multiplied by 2.33 to provide for 700-foot turn lane and adjusted for inflation.

⁴Cost for Signalization based on 2022 District 7 total cost estimate adjusted for inflation for signal at 4-lane x 4-lane intersection.

Exhibit H- County Reimbursement Requirements

COUNTY REIMBURSEMENT REQUIREMENTS

1. The Owner will be required to register with the County as a Vendor to allow for payment. Registration can take place at the following website:
www.polk-county.net/business/procurement/vendor-information/
2. The Owner must submit pay requests that matches the fee schedule or exhibit that corresponds with agreement.
3. Back-up documentation must include copies of invoices or pay apps from contractor and or subcontractors.
4. The Owner must submit cleared payments. The County will only accept copy of cleared checks or bank statements as proof of payment. Any identifying bank information such as bank account numbers shall be blacked out prior to submission. If more than one invoice is paid out of one check or ACH transaction, the Owner shall provide an explanation that links the individual payments to the invoices being submitted i.e. via internal document or spreadsheet, so the payment is easily identifiable to the auditor.
5. The County has 45 days from receipt of pay request to make payment. If the pay request is returned due to errors or incomplete documentation, the 45 day clock will start over again from the date of resubmission.
6. Impact Fee Credits: If impact fee credits are included in the agreement, Roads and Drainage will initially review the pay application. Once review is complete, the pay application will be forwarded to the Office of Planning and Development Fiscal Manager for issuance of impact fee credits. For further information, the Office of Planning and Development Fiscal Manager can be reached at 863-534-6460.

Any questions can be directed to the Roads and Drainage Fiscal Section by calling 863-535-2200 and ask for the Owner Agreement Reimbursement Coordinator.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS VI

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Jeremy Taylor

ADDRESS: 3216 Winter Lake Rd, Bays 5-10, Lakeland, FL 33803

TELEPHONE NUMBER: 863-445-4587

2. Manufacturer or brand, model or specification number of the item. **See attached**
3. Quality needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.
See attached
5. The sales tax associated with the price quote. **\$0**
6. Shipping and handling insurance cost. **See attached**
7. Delivery dates as established by CONTRACTOR. **See attached**

OWNER: **Peace Crossing Community Development District**

 **Vice
Chair**
Authorized Signature (Title)


Date

CONTRACTOR: Phillips and Jordan, Inc.


Authorized Signature (Title)

01/01/25
Date

Attachment: Purchase Order and Schedule of Items

PURCHASE ORDER
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Peace Crossing Community Development District	Seller:	Core & Main
Address:	P.O. Box 810036 Boca Raton, Florida 33481	Address:	3216 Winter Lake Rd. Bays 5-10 Lakeland, FL 33803
Phone:	(561) 571-0010	Phone:	(863) 868-8279

"Project"			
Project Name:	Lake Wales Spine Road, Civil Site Work	Contract Date:	November 20, 2024
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.
Schedule – The Goods shall be delivered within _____ days from the date of this Order.
Price – \$ 1,904,507.87
Certificate of Exemption # 85-8019281453C-0

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

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Owner _____
By: Kevin Mays
Name: KEVIN MAYS
Title: Vice Chair
Date Executed: 12/20/24

CORE & MAIN

Seller _____
By: Rob Hargan
Name: Rob Hargan
Title: Director - Southeast
Date Executed: 01/07/25

District Engineer _____

Fledderman, Travis

Digitally signed by Fledderman, Travis
DN: cn="Fledderman, Travis",
ou=Internal, ou=users,
ou=staff, dc=corp, dc=ads
Date: 2025.01.08 13:32:25-0500

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A



Bid Proposal for Lake Wales Spine Road Final Plans

CUSTOMER	PHILLIPS & JORDAN INC-ZEPHRYHI 8940 GALL BLVD ZEPHYRHILLS, FL 33541	Job Lake Wales Spine Road Final Plans Lake Wales, FL Bid Date: 11/20/2024 Bid #: 3873293
	Sales Representative Jeremy Taylor (M) 863-445-4587 (T) 863-445-4587 (F) 863-606-0002 Jeremy.Taylor@coreandmain.com	Core & Main 3216 Winter Lake Rd Bays 5-10 Lakeland, FL 33803 (T) 8638688279
CONTACT		
NOTES		



Bid Proposal for Lake Wales Spine Road Final Plans

PHILLIPS & JORDAN INC-ZEPHRYHI

Job Location: Lake Wales, FL

Bid Date: 11/20/2024

Core & Main Bid #: 3873293

Core & Main

3216 Winter Lake Rd

Bays 5-10

Lakeland, FL 33803

Phone: 8638688279

Fax: 8636060002

Seq#	Qty	Description	Units	Price	Ext Price
10		ADS ALT TO RCP			
20		HP STORM			
30	1500	18 HP DW STORM WTIB SOLID 20' DUAL WALL 18650020IBPL	FT	22.99	34,485.00
40	780	24 HP DW STORM WTIB SOLID 20' DUAL WALL 24650020IBPL	FT	38.07	29,694.60
50	1300	30 HP DW STORM WTIB SOLID 20' DUAL WALL 30650020IBPL	FT	59.75	77,675.00
60	2080	36 HP DW STORM WTIB SOLID 20' DUAL WALL 36650020IBPL	FT	66.11	137,508.80
70	1000	42 HP DW STORM WTIB SOLID 20' DUAL WALL 42650020IBPL	FT	84.91	84,910.00
80	580	48 HP DW STORM WTIB SOLID 20' DUAL WALL 48650020IBPL	FT	119.56	69,344.80
90	300	60 HP DW STORM WTIB SOLID 20' DUAL WALL 60650020IBPL	FT	175.42	52,626.00
100		60" IN LIEU OF 54"			
110	80	60 HP DW STORM WTIB SOLID 20' DUAL WALL 60650020IBPL	FT	175.42	14,033.60
				SUBTOTAL	500,277.80
130		SANITARY SEWER			
140		PIPE			
150	504	8 PVC SDR26 HW SWR PIPE (G) 14'	FT	12.62	6,360.48
160	1	3X1000' DET TAPE SEWER GREEN	EA	32.73	32.73
				SUBTOTAL	6,393.21
				SUBTOTAL	6,393.21
180		FORCEMAIN			
190		PIPE			
200	4980	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	19.27	95,964.60
210	280	6 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	11.27	3,155.60
220	11	COPPERHEAD TW 1030G-HS-500 10GA GREEN 500' HS-CCS PE30	RL	207.79	2,285.69
		COPPER CLAD TRACER WIRE PER ROLL			
230	6	3X1000' DETECTO TAPE GREEN FM	EA	43.34	260.04
				SUBTOTAL	101,665.93
250		BELL RESTRAINTS			
260	52	8 BELL RESTRAINER F/C900 1508	EA	103.75	5,395.00
270	11	6 BELL RESTRAINER F/C900 1506	EA	63.97	703.67
290		8" GATE VALVE			
300	7	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	9,457.98
310	7	461-S VALVE BOX M/SEWER DOM	EA	134.40	940.80
320	7	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	142.10
330	7	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	240.24
340	14	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,289.40
		USA			
				SUBTOTAL	12,070.52
360		6" GATE VALVE			
370	2	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	878.24	1,756.48



Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

Seq#	Qty	Description	Units	Price	Ext Price
380	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
390	2	BRZ DISC F/6" VLV (VLV MARKER)	EA	20.30	40.60
400	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
410	4	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	275.08
		USA			
				SUBTOTAL	2,409.60
430		FITTINGS			
440	1	8X6 MJ TEE C153 P401 USA	EA	782.66	782.66
450	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
460	1	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	68.77
		USA			
				SUBTOTAL	1,035.63
470	1	8X6 MJ WYE C153 P401 USA	EA	1,193.25	1,193.25
480	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
490	1	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	68.77
		USA			
				SUBTOTAL	1,446.22
500	24	8 MJ 45 C153 P401 USA	EA	593.75	14,250.00
510	48	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	4,420.80
		USA			
				SUBTOTAL	18,670.80
520	1	8 MJ 90 C153 P401 USA	EA	697.07	697.07
530	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				SUBTOTAL	881.27
540	8	6 MJ 45 C153 P401 USA	EA	422.28	3,378.24
550	16	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	1,100.32
		USA			
				SUBTOTAL	4,478.56
560	1	6 MJ 22-1/2 C153 P401 USA	EA	418.19	418.19
570	2	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	137.54
		USA			
				SUBTOTAL	555.73
				SUBTOTAL	149,312.93
590		WATERLINE			
600		PIPE			
610	7740	12 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	41.16	318,578.40
620	620	8 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	19.47	12,071.40
630	160	10 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	30.19	4,830.40
640	17	COPPERHEAD TW 1030B-HS-500 10GA BLUE 500' HS-CCS PE30	RL	207.79	3,532.43
		COPPER CLAD TRACER WIRE PER ROLL			
650	9	3X1000' DET TAPE WATER BLUE	RL	68.47	616.23
				SUBTOTAL	339,628.86
660		BELL RESTRAINTS			
670					
680	101	12 BELL RESTRAINT F/C900 1512	EA	197.90	19,987.90
690	6	10 BELL RESTRAINER F/C900 1510	EA	187.49	1,124.94



Bid Proposal for Lake Wales Spine Road Final Plans

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Seq#	Qty	Description	Units	Price	Ext Price
700	7	8 BELL RESTRAINER F/C900 1508	EA	103.75	726.25
720		12" GATE VALVES			
730	34	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	90,643.66
740	34	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	4,569.60
750	34	BRZ DISC F/12 VLV (VLV MARKER)	EA	15.62	531.08
760	34	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	1,166.88
770	68	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	11,196.20
		USA			
				SUBTOTAL	108,107.42
790		10" GATE VALVES			
800	1	10 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,106.89	2,106.89
810	1	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	134.40
820	1	BRZ DISC F/10" VLV (VLV MARKER)	EA	15.62	15.62
830	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
840	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	312.88
		USA			
				SUBTOTAL	2,604.11
860		8" GATE VALVES			
870	6	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	8,106.84
880	6	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	806.40
890	6	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	121.80
900	6	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	205.92
910	12	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,105.20
		USA			
				SUBTOTAL (Avg. Based On 6EA)	10,346.16
				Average price per EA	1,724.36
930		FITTINGS			
940	3	12 MJ TEE C153 USA	EA	845.45	2,536.35
950	9	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	1,481.85
		USA			
				SUBTOTAL	4,018.20
960	3	12X8 MJ TEE C153 USA	EA	583.78	1,751.34
970	6	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	987.90
		USA			
980	3	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	276.30
		USA			
				SUBTOTAL	3,015.54
990	69	12 MJ 45 C153 USA	EA	475.28	32,794.32
1000	138	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	22,721.70
		USA			
				SUBTOTAL	55,516.02
1010	13	8 MJ 45 C153 USA	EA	209.05	2,717.65
1020	26	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	2,394.60
		USA			
				SUBTOTAL	5,112.25
1030	1	12X10 MJ TEE C153 USA	EA	807.53	807.53
1040	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30



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Seq#	Qty	Description	Units	Price	Ext Price
		USA			
1050	1	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	156.44
		USA			
SUBTOTAL					1,293.27
1060	2	12X8 MJ RED C153 USA	EA	371.85	743.70
1070	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
1080	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
SUBTOTAL					1,257.20
1100		FHAS			
1110		ONE NEEDS SMART			
1120	10	12X6 MJ ANCH TEE C153 USA	EA	614.91	6,149.10
1130	120	6 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	11.72	1,406.40
1140	20	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	3,293.00
		USA			
1150	10	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	878.24	8,782.40
1160	30	6" MJ REG L/GLAND DOMESTIC ACC TYLERUNION # 670610391852	EA	24.00	720.00
1170	10	6X13 MJ ANCH CPLG C153 USA	EA	190.11	1,901.10
1180	10	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	1,344.00
1190	10	BRZ DISC F/6" VLV (VLV MARKER)	EA	18.46	184.60
1200	10	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	343.20
1210	10	5-1/4VO K81D HYD 4'0"B 6MJ 3W 6 MJ SHOE,NST,OPEN LEFT,YELLOW	EA	2,943.19	29,431.90
		LESS ACC., HYDRANTS MUST HAVE SS BOLTS BELOW GROUND LEVEL			
		OPEN WEEP HOLES			
1230	10	BLUE DOT HYD. MARKERS	EA	4.14	41.40
SUBTOTAL					53,597.10
1250		BLOWOFFS			
1260	1	12X2 MJ TAPT CAP C153 USA	EA	252.53	252.53
1270	1	10X2 MJ TAPT CAP C153 USA	EA	208.13	208.13
1280	3	8X2 MJ TAPT CAP C153 USA	EA	185.93	557.79
1290	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
1300	1	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	156.44
		USA			
1310	3	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	276.30
		USA			
1320	5	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	413.85
1330	5	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	1,377.35
1340	10	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	24.30
1350	100	2X100 CTS DR9 PE TUBE BLUE 250 PSI NSF	FT	2.06	206.00
SUBTOTAL					3,637.34
SUBTOTAL					609,972.56
1370		RECLAIMED			
1380		PIPE			
1390	7480	12 PVC C900 DR18 PIPE 20' PURP PURPLE GSKT PC235	FT	41.16	307,876.80
1400	940	8 PVC C900 DR18 PIPE 20' PURP PURPLE GSKT PC235	FT	20.10	18,894.00
1410	17	COPPERHEAD 1030P-HS-500 #10GA WIRE 500' PURPLE	RL	207.79	3,532.43



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Seq#	Qty	Description	Units	Price	Ext Price
1420	9	3X1000' DET TAPE RECL-WATER PURPLE	EA	33.73	303.57
				SUBTOTAL	330,606.80
1440		BELL RESTRAINTS			
1450	52	12 EBAA 1612 BELL REST F/C900	EA	197.90	10,290.80
1460	8	8 EBAA BELL REST 1608 F/C900	EA	103.75	830.00
1480		12" GATE VALVE			
1490	14	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	37,323.86
1500	14	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	1,881.60
1510	14	3" BRZ DISC F/12" G.V. REC WATER 37 T.O.L.	EA	20.00	280.00
1520	14	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	480.48
1530	28	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	4,610.20
		USA			
				SUBTOTAL	44,576.14
1550		8" GATE VALVE			
1560	6	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	8,106.84
1570	6	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	806.40
1580	6	3" BRZ DISC F/8" G.V. REC. WATER 25.5 T.O.L.(VALVE MARKER)	EA	20.00	120.00
1590	6	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	205.92
1600	12	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,105.20
		USA			
				SUBTOTAL (Avg. Based On 5EA)	10,344.36
				Average price per EA	2,068.88
1620		FITTINGS			
1630	36	12 MJ 45 C153 USA	EA	475.28	17,110.08
1640	72	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	11,854.80
		USA			
				SUBTOTAL	28,964.88
1650	1	12X8 MJ CROSS C153 USA	EA	710.41	710.41
1660	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
1670	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				SUBTOTAL	1,223.91
1680	4	12X8 MJ TEE C153 USA	EA	583.78	2,335.12
1690	8	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	1,317.20
		USA			
1700	4	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	368.40
		USA			
				SUBTOTAL	4,020.72
1710	12	8 MJ 45 C153 USA	EA	209.05	2,508.60
1720	24	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	2,210.40
		USA			
				SUBTOTAL	4,719.00
1740		BLOWOFF			
1750	1	FC202-1320-IP7-I 12X2IP DI SAD DBL SS BAND EPXY COATED BODY	EA	172.14	172.14
		12.75-13.20 OD IMP			



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Seq#	Qty	Description	Units	Price	Ext Price
1760	1	2X6 BRASS NIPPLE USA NO LEAD	EA	27.31	27.31
1770	1	2 A2362-8 THRD RW GV OL ON 020A236208LN	EA	462.42	462.42
1780	1	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	134.40
1790	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
1800	1	2X12 BRASS NIPPLE USA NO LEAD	EA	50.45	50.45
1810	1	2 BRASS 90 NO LEAD USA	EA	61.44	61.44
1820	1	2X24 BRASS NIPPLE USA NO LEAD	EA	105.95	105.95
1830	1	2 BRASS COUPLING NO LEAD USA	EA	62.94	62.94
1840	1	2X12 BRASS NIPPLE USA NO LEAD	EA	50.45	50.45
1850	1	2 BRASS CAP NO LEAD USA	EA	52.68	52.68
1860	1	CARSON 10151033 WTR METER BOX BLACK W/FLUSH COVER CI READER	EA	88.12	88.12
		2 MSHL UNIT 1015-12			
				SUBTOTAL	1,302.62
				SUBTOTAL	436,879.23
1890		THOMPSON NURSERY ROAD INTERSECTION			
1920		FORCEMAIN			
1930		PIPE			
1940	1020	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	19.27	19,655.40
1950	4	8 BELL RESTRAINER F/C900 1508	EA	103.75	415.00
1960	2	COPPERHEAD 1030G-HS-500 10GA 500' ROLL GREEN WIRE	RL	207.79	415.58
1970	1	3X1000' DET TAPE SEWER GREEN	EA	32.73	32.73
1980	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
				SUBTOTAL	20,553.03
1990					
2000	9	8 MJ 45 C153 P401 USA	EA	593.75	5,343.75
2010	1	8 MJ 90 C153 USA	EA	261.78	261.78
2020	20	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,842.00
		USA			
				SUBTOTAL	7,447.53
2040		8X8 TAP SLV & VLV			
2050	2	439-0905 8X8 316 6439 MDWSA F-DIP 8.98-9.37 OD	EA	1,762.91	3,525.82
2060	2	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	2,702.28
2070	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
2080	2	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	40.60
2090	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
2100	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
2110	2	8 MJ REG ACC SET L/GLAND USA	EA	41.63	83.26
				END PACKAGE	6,873.60
				TOTAL FORCEMAIN	34,874.16
2140		WATERLINE			
2150		TEMP JUMPERS			
2160	4	FC202-1320-IP7 12X2IP DI SAD DBL SS BAND EPXY COATED BODY	EA	172.14	688.56
		12.75-13.20 OD			



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Seq#	Qty	Description	Units	Price	Ext Price
2170	4	FB1700-7NL 2 BALLCORP MIPXFIP NO LEAD	EA	260.64	1,042.56
2180	4	2 BRASS CORED PLUG NO LEAD USA	EA	41.00	164.00
				SUBTOTAL	1,895.12
2200		PIPE			
2210	1800	12 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	41.16	74,088.00
2220	12	12 EBAA 1612 BELL REST F/C900	EA	197.90	2,374.80
2230	4	COPPERHEAD 1030B-HS-500 #10GA WIRE 500' BLUE PER ROLL	RL	207.79	831.16
2240	2	3X1000' DET TAPE WATER BLUE	RL	68.47	136.94
				SUBTOTAL	77,430.90
2250					
2260		12X12 TSV (2)			
2270	2	12X12 JCM 316 6439 MDWSA DIP 13.10-13.50 OD	EA	2,836.31	5,672.62
2280	2	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	5,331.98
2290	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
2300	2	BRZ DISC F/12 VLV (VLV MARKER)	EA	20.31	40.62
2310	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
2320	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
2330	2	12 MJ REG ACC SET L/GLAND USA	EA	40.00	80.00
				END PACKAGE	11,791.96
2350		3 - 12" GATE VALVE			
2360	3	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	7,997.97
2370	3	461-S VALVE BOX M/SEWER DOM	EA	134.40	403.20
2380	3	BRZ DISC F/12 VLV (VLV MARKER)	EA	20.31	60.93
2390	3	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	102.96
2400	6	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	987.90
		USA			
				SUBTOTAL	9,552.96
2420		FITTINGS			
2430	1	12 MJ TEE C153 USA	EA	768.84	768.84
2440	3	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	493.95
		USA			
				SUBTOTAL	1,262.79
2460	22	12 MJ 45 C153 USA	EA	475.28	10,456.16
2470	44	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	7,244.60
		USA			
				SUBTOTAL	17,700.76
2490	1	12 MJ PLUG C153 USA	EA	341.39	341.39
2500	1	12 MJ L/P SLV C153 USA	EA	413.48	413.48
2510	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
2520	1	12 MJ REG ACC SET L/GLAND USA	EA	40.00	40.00
				SUBTOTAL	959.52
2530		BLOWOFFST			
2540	1	12X2 MJ TAPT CAP C153 USA	EA	252.53	252.53
2550	2	10X2 MJ TAPT CAP C153 USA	EA	208.13	416.26



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Seq#	Qty	Description	Units	Price	Ext Price
2560	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	164.65	164.65
2570	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	156.44	312.88
2580	3	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	248.31
2590	3	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	826.41
2600	6	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	14.58
2610	200	2X100 CTS DR9 PE TUBE BLUE 250 PSI NSF	FT	2.06	412.00
				SUBTOTAL	2,647.62
				TOTAL WATERLINE	123,241.63
2650		REUSE			
				SUBTOTAL	0.00
2670		FORCEMAIN			
2680		10 DIPS DR11 GREEN			
2690	920	10 DIPS DR11 HDPE PIPE GRN GREEN STRIPE	FT	17.18	15,805.60
2700	20	10 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	30.19	603.80
2710	1000	COPPERHEAD TW 1045G-EHS-1000 10GA GREEN 1000' SOLOSHOT EHS-CCS PE45 COPPER CLAD TRACER WIRE	FT	0.47	470.00
				SUBTOTAL	16,879.40
2730		10" WYE P401			
2740	1	10 MJ WYE C153 P401 USA	EA	1,930.48	1,930.48
2750	3	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	829.44
				SUBTOTAL	2,759.92
2770	10	10 MJ 45 C153 P401 USA	EA	836.20	8,362.00
2780	20	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	5,529.60
				SUBTOTAL	13,891.60
2800		10X8 MJ RED			
2810	2	10X8 MJ RED C153 P401 USA	EA	772.38	1,544.76
2820	2	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	552.96
2830	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	184.20
				SUBTOTAL	2,281.92
2850		8" CAP W/ BO			
2860	10	8X2 MJ TAPT CAP C153 USA	EA	185.93	1,859.30
2870	10	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	921.00
2880	10	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	827.70
2890	10	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	2,754.70
2900	20	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	48.60
2910	200	2X100 CTS DR9 PE TUBE GRN 250 PSI	FT	2.40	480.00
				SUBTOTAL	6,891.30
2930	1	8 MJ L/P SLV C153 P401 USA	EA	668.01	668.01



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Seq#	Qty	Description	Units	Price	Ext Price
2940	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	184.20
				SUBTOTAL	852.21
				SUBTOTAL	43,556.35
				Sub Total	1,904,507.87
				Tax	0.00
				Total	1,904,507.87

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2018). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, _____, and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Peace Crossing Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8019281453C-0, affirms that the tangible personal property purchased pursuant to a Purchase Order from Core & Main (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain Contractor Agreement, dated August 16, 2024 with Phillips & Jordan, Inc. (Contractor) for the construction of **public infrastructure associated with Peace Crossing Community Development District**.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A- 1.094, F.A.C.:

You must initial each of the following requirements.

CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CW 2. The vendor's invoice will be issued directly to Governmental Entity.

CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.



Signature of Authorized Representative

As District Treasurer

Title

Peace Crossing Community Development District

Purchaser's Name (Print or Type)

11/25/2024

Date

Federal Employer Identification Number: 93-4292616

Telephone Number: (561) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Peace Crossing Community Development District	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► Special Purpose Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 810036	Requester's name and address (optional)
	6 City, state, and ZIP code Boca Raton, FL 33481	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	3		-	4	2	9	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>APRINI</i>	Date ► 01/26/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8019281453C-0	11/10/2023	11/30/2028	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PEACE CROSSING COMMUNITY DEVELOPMENT
DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

ADDENDUM TO PURCHASE ORDER

This Addendum to Purchase Order is entered into by and between Peace Crossing Community Development District, (hereinafter “Owner”) and Core & Main LP (hereinafter “Seller”) for the purpose of amending and modifying that certain Purchase Order dated November 20, 2024, (the “Agreement”). It is the express intention of the parties that, to the extent of the terms of this Addendum only, this Addendum shall supersede and control over the terms of the Agreement and any prior addenda thereto. Acceptance of the Agreement by Seller is made expressly conditioned on assent by Buyer to the additional or different terms.

The Agreement is hereby modified as follows:

Face of the Purchase Order

1. Seller’s legal name is hereby amended as follows: Core & Main LP.

Exhibit B Terms and Conditions of Purchase Order

2. Paragraph 2, Schedule, at the end of the paragraph insert the following: “Time is of the essence to this Purchase Order: Owner reserves the right to cancel without cancellation charges all or any part of this Agreement if not filled within the agreed upon time by the parties herein. Exercise of such right of cancellation shall not be deemed a waiver of any other right reserved to the Owner herein, or by law, for delay or failure to deliver directly caused by Seller. Notwithstanding anything contained herein to the contrary, Seller shall not be liable for damages or delay arising out of force majeure or circumstances beyond Seller’s control, including but not limited to ongoing supply chain disruptions, or delays in the freight industry. The Seller shall receive payment for materials delivered and labor performed through the date of termination, plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees.”
3. Paragraph 3, Delivery and Inspections, delete paragraphs A and B and replace with the following: “Title to all items to be delivered hereunder shall remain in Seller until such items are delivered to Owner at the FOB point specified on the face of this Purchase Order. All risk of loss or damage to items to be delivered by Seller hereunder shall be upon Seller until title to such items passes to Buyer, but Seller shall bear all risk of loss or damage to items rejected by Buyer after notice of rejection until such items are redelivered to Buyer, except for the loss, destruction of, or damage to such rejected items resulting from the negligence of Owner’s officers, agents or employees.”
4. Paragraph 4, terms of Payment, delete the last sentence in its entirety.
5. Paragraph 5, delete this section in its entirety and replace it with “Notwithstanding anything contained herein to the contrary, the manufacturer’s warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only, and therefore offers no additional warranties. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.”.

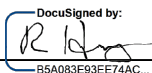
6. Paragraph 7, Indemnity, line 1, delete “or otherwise”, line 4, after all, insert “actual and direct”, line 5 delete “including but not limited to.....fees” and delete “in whole or in part”, line 5, before “negligence” insert “sole”, line 6 delete “recklessness...misconduct”, line 7 delete “or indirectly”.
7. Paragraph 9, Default, line 2, delete “without penalty.....to Seller” and replace with “upon ten (10) business days written notice and Seller shall receive payment for materials delivered through the date of termination, plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees within thirty (30) days .”
8. Paragraph 14, Mechanic’s Liens, line 4, after “waivers” insert “in a form acceptable to both party’s”, line 4, after “if any Liens are filed,” insert “and Owner provides Seller with evidence of same connecting Seller to said Lien” and line 7 delete “with interest...permitted by law”.
9. Paragraph 22, delete the second sentence in its entirety and replace with “ Upon Owner’s termination, The Seller shall receive payment for materials delivered and labor performed through the date of termination, plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees within thirty (30) days.”

Except as specifically amended in this Addendum, the Agreement and all prior addenda thereto shall remain in full force and effect.

PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT

CORE & MAIN LP

By: _____

By:  _____
BSA083E93EE74AC...

Name: _____

Name: Rob Hargan

Title: _____

Title: Regional Director

Date: _____

Date: January 7, 2025

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS VIIa



POLK COUNTY PROPERTY APPRAISER

Revised 01/2025
ADA Compliant

2025 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Peace Crossing CDD hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee
Print: Neil Combee
Title: Polk County Property Appraiser
Date: January 7, 2025

Agency: Peace Crossing CDD
Signature: [Signature]
Print: Craig Wrathell
Title: District Manager
Date: 1/13/2025

Please email the signed agreement to pataxroll@polk-county.net.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS VIIb

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Peace Crossing Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Peace Crossing Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Title

Neil Combee

Polk County Property Appraiser

By:

Neil Combee, Property Appraiser

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS VIIIa

CHANGE ORDER FORM
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Peace Crossing CDD Lake Wales Spine Road Civil Site Work

CHANGE ORDER NO. 001

DATE: December 13, 2024

CONTRACTOR: Phillips & Jordan, Inc.

OWNER: Peace Crossing CDD

AGREEMENT DATE: August 16, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 18,298,907.26

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 18,298,907.26

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ <\$2,657,807.55>

The new CONTRACT PRICE including this ORDER will be \$ 15,641,099.71

Contract time for this project is specified by Spine Road and Thompson Nursery Road improvements.

Contract time changes for Spine Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 342 days

The date for SUBSTANTIAL COMPLETION of all work
will be 11/9/25

Contract time changes for Thompson Nursery Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 492 days

The date for SUBSTANTIAL COMPLETION of all work
will be 4/8/26

CHANGES ORDERED:

I. GENERAL

There are two (2) Change Order Requests included in this Change Order.

COR #1: Spine Rd Design Changes: This Change Order is necessary to cover changes in the work to be performed under this Contract. The deduct for this COR is <\$581,338.03>.

COR #2: Owner Direct Purchase Deductive Change Order: This Change Order is necessary to receive tax savings. The total deduct for this COR is <\$2,076,469.52> which includes tax and material.

The total dollar amount change for all COR's is <\$2,657,807.55>.

For all COR's: The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Peace Crossing CDD Lake Wales Spine Road Civil Site Work

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

The plans were revised to eliminate a roundabout due to surrounding development coordination. The Owner also accepted a credit for a change from the specified RCP to ADS HP storm pipe.

2. Justification

The change is necessary to coordinate with future development as well as to save the District on costs.

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Peace Crossing CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

By _____ Signature _____
Title _____
Date _____

By _____ Signature _____
Title _____ Senior V.P.
Date _____ 1/15/25

By: _____ Signature: _____
Title: _____
Date: _____

By _____ Signature _____

Title: _____

Date _____

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November 20th, 2024

Ms. Smith,
Mel-Haven Engineering, LLC
5342 Clark Rd #1182
Sarasota, FL 34233

RE:Lake Wales Spine Road – Change Order Request #001

Please see the attached change order request for design changes from the bid documents dated December 19th, 2023, to the approved plan dated September 9th, 2024. Per our conversation, we have altered our breakout to reflect our proposed scope with all quantities and prices instead of an add/deduct format. Please view the following SOV. If this SOV is acceptable with the alternatives elected (HP in Lieu of RCP (Onsite Only) & 1.25" SP 9.5 on shoulders in lieu of 1" SP 9.5), please issue a deductive change order of (\$581,338.03). No additional contract time will be required to accommodate these changes.

Should you have any questions, please feel free to contact us at your convenience.

Phillips and Jordan, Inc.
Jesse Ertle, E.I.
Sr. Project Engineer

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
General				
Mobilization	1.00	LS	\$89,389.80	\$89,389.80
2" Conduit (Material & Install)	1,000.00	LF	\$10.18	\$10,180.00
4" Conduit (Material & Install)	1,000.00	LF	\$15.25	\$15,250.00
6" Conduit (Material & Install)	1,000.00	LF	\$21.39	\$21,390.00
Performance/Payment Bond	1.00	LS	\$85,631.11	\$85,631.11
Temporary Shell Turnaround	1.00	LS	\$7,647.08	\$7,647.08
Survey/Record Data/Stakeout	1.00	LS	\$258,374.57	\$258,374.57
			SUBTOTAL	\$487,862.56
Earthwork				
Finish Grading	1.00	LS	\$219,180.74	\$219,180.74
Clearing and Grubbing	10.00	AC	\$26,556.66	\$265,566.60
Excavation (Insitu Measure - Bank Cubic Yards)	210,976.00	CY	\$4.50	\$949,392.00
Place and compact (Compacted measure - Compacted Cubic Yards)	118,592.00	CY	\$0.01	\$1,185.92
Import Material	1.00	CY	\$0.00	\$0.00
Sod	52,017.00	SY	\$3.71	\$192,983.07
Hydroseed	123,540.00	SY	\$0.65	\$80,301.00
Inlet Protection	57.00	EA	\$486.06	\$27,705.42
Silt Fence	27,922.00	LF	\$2.58	\$72,038.76
			SUBTOTAL	\$1,808,353.51
Roadways & Pavement				
1.50" Type SP-12.5 Asphaltic Concrete Asphaltic Concrete (First Lift)	47,548.00	SY	\$16.99	\$807,840.52
1.50" Type SP 12.5 Asphaltic Concrete (Second Lift)	47,548.00	SY	\$16.54	\$786,443.92
8" FDOT Limerock Base LBR 100	47,640.00	SY	\$23.72	\$1,130,020.80
12" Stabilized Subgrade (Min. LBR 40)	55,525.00	SY	\$8.53	\$473,628.25
Type "F" Curb	15,392.00	LF	\$21.29	\$327,695.68
Type "F" Mod Curb	14,811.00	LF	\$19.98	\$295,923.78
Type "D" Curb	826.00	LF	\$26.20	\$21,641.20
Type "RA" Curb	1,019.00	LF	\$37.01	\$37,713.19
Handicap Ramps (w/ Detectable Warnings)	50.00	EA	\$1,637.59	\$81,879.50
Concrete Sidewalk	11,334.00	SY	\$58.36	\$661,452.24
Signage, Striping and Pavement Markings	1.00	LS	\$299,121.57	\$299,121.57
			SUBTOTAL	\$4,923,360.65
Drainage				
18" RCP	1,486.00	LF	\$107.20	\$159,299.20
24" RCP	759.00	LF	\$136.59	\$103,671.81
30" RCP	1,276.00	LF	\$183.67	\$234,362.92
36" RCP	2,066.00	LF	\$232.19	\$479,704.54
42" RCP	1,029.00	LF	\$296.08	\$304,666.32
48" RCP	571.00	LF	\$355.19	\$202,813.49
54" RCP	80.00	LF	\$445.72	\$35,657.60
60" RCP	297.00	LF	\$546.75	\$162,384.75
24" Endwall	1.00	EA	\$3,685.97	\$3,685.97
30" Endwall	1.00	EA	\$4,294.11	\$4,294.11
36" Endwall	6.00	EA	\$5,142.91	\$30,857.46
42" Endwall	1.00	EA	\$7,090.62	\$7,090.62
48" Endwall	3.00	EA	\$7,951.27	\$23,853.81
60" Endwall	1.00	EA	\$10,580.46	\$10,580.46
Bubbler Box	6.00	EA	\$7,777.88	\$46,667.28
Mitered End	2.00	EA	\$22,786.24	\$45,572.48
FDOT Type 6 Inlet	30.00	EA	\$12,053.10	\$361,593.00
FDOT Type D DBI	2.00	EA	\$9,213.05	\$18,426.10
Junction Box	11.00	EA	\$10,731.23	\$118,043.53
Single Grate Control Structure (Includes Single Grate Bubbler Boxes)	4.00	EA	\$11,433.32	\$45,733.28

*Storm Sewer Testing - Per FDOT Requirements	1.00 LS	\$101,468.96	\$101,468.96
FDOT Type 5 Inlet	4.00 EA	\$9,809.32	\$39,237.28
		SUBTOTAL	\$2,539,664.97
Potable Water			
12" PVC (DR-18) Water Main	7,739.00 LF	\$90.27	\$698,599.53
10" PVC (DR-18) Water Main	148.00 LF	\$73.27	\$10,843.96
8" PVC (DR-18) Water Main	607.00 LF	\$50.38	\$30,580.66
12" Gate Valve	33.00 EA	\$5,016.76	\$165,553.08
10" Gate Valve	1.00 EA	\$4,001.45	\$4,001.45
8" Gate Valve	6.00 EA	\$2,733.02	\$16,398.12
Potable Water Main Fittings	1.00 LS	\$171,953.57	\$171,953.57
Temporary Blow Off	8.00 EA	\$2,886.49	\$23,091.92
Fire Hydrant	10.00 EA	\$9,286.20	\$92,862.00
Water Main Testing per City of Lake Wales Standards	1.00 LS	\$39,431.83	\$39,431.83
		SUBTOTAL	\$1,253,316.12
Reclaim			
8" PVC Reclaim Main	942.00 LF	\$47.45	\$44,697.90
12" PVC Reclaim Main	7,480.00 LF	\$83.08	\$621,438.40
8" Gate Valve	6.00 EA	\$2,677.90	\$16,067.40
12" Gate Valve	14.00 EA	\$4,968.21	\$69,554.94
Reclaim Fittings	1.00 LS	\$86,270.75	\$86,270.75
Temporary Blow Off	8.00 EA	\$2,843.64	\$22,749.12
Reclaim Main Testing per City of Lake Wales Standards	1.00 LS	\$33,848.40	\$33,848.40
		SUBTOTAL	\$894,626.91
Sanitary			
6" Forcemain	273.00 LF	\$35.86	\$9,789.78
8" Forcemain	4,959.00 LF	\$49.38	\$244,875.42
8" PVC Sanitary Sewer SDR-26	499.00 LF	\$258.23	\$128,856.77
SS Manhole	3.00 EA	\$22,509.51	\$67,528.53
4" Gate Valve	1.00 EA	\$0.00	\$0.00
6" Gate Valve	2.00 EA	\$1,820.61	\$3,641.22
8" Gate Valve	7.00 EA	\$2,733.02	\$19,131.14
Force Main Fittings	1.00 LS	\$65,152.00	\$65,152.00
Gravity Sewer Testing Per City of Lake Wales Standards	1.00 LS	\$5,180.92	\$5,180.92
		SUBTOTAL	\$544,155.78
		SPINE ROAD TOTAL	\$12,451,340.50
Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans			
Roadways & Pavement			
1.25" SP-9.5	20,561.00 SY	\$16.83	\$346,041.63
2.75" SP-12.5	20,561.00 SY	\$36.18	\$743,896.98
12" FDOT Limerock Base	20,561.00 SY	\$39.44	\$810,925.84
12" Type B Stabilization LBR 40	21,712.00 SY	\$13.17	\$285,947.04
1" SP-9.5 (Paved Shoulder)	2,236.00 SY	\$25.32	\$56,615.52
4" FDOT Limerock Base (Paved Shoulder)	2,236.00 SY	\$20.45	\$45,726.20
23" Type B Stabilization LBR 40 (Paved Shoulder)	2,236.00 SY	\$26.33	\$58,873.88
28" Type B Stabilization LBR 40 (Unpaved Shoulder)	2,197.00 SY	\$38.78	\$85,199.66
Signage, Striping and Pavement Markings	1.00 LS	\$102,222.32	\$102,222.32
Maintenance of Traffic	1.00 LS	\$738,060.38	\$738,060.38
Demolition	1.00 LS	\$280,009.10	\$280,009.10
Traffic Signal Complete Installation	1.00 LS	\$753,427.19	\$753,427.19
Pole Cable Distribution System, Furnish and Install,			
Conventional	8.00 EA	\$12,361.72	\$98,893.76
4' Traffic Separator	619.00 LF	\$89.39	\$55,332.41
Type "F" Curb	2,799.00 LF	\$21.52	\$60,234.48
Type "E" Curb	1,342.00 LF	\$36.42	\$48,875.64
Type "AB" Curb	43.00 LF	\$38.07	\$1,637.01

Concrete Sidewalk***	1,907.00 SY	\$59.00	\$112,513.00
Handicap Ramps (w/ Detectable Warnings)***	8.00 EA	\$1,655.32	\$13,242.56
		SUBTOTAL	\$4,697,674.60

Drainage

FDOT Type 6 Inlet	8.00 EA	\$13,004.39	\$104,035.12
Under Drain (None Seen on plans)	1.00 EA	\$0.00	\$0.00
Storm Manhole	1.00 EA	\$11,119.51	\$11,119.51
18" RCP	1,161.00 LF	\$165.07	\$191,646.27
24" RCP*	183.00 LF	\$225.15	\$41,202.45
36" RCP*	32.00 LF	\$376.61	\$12,051.52
Mitered End	2.00 EA	\$2,746.35	\$5,492.70
36" Headwall	2.00 EA	\$7,747.43	\$15,494.86
Connect to 36" RCP	2.00 EA	\$3,907.00	\$7,814.00
		SUBTOTAL	\$388,856.43

Utilities

12" Watermain	1,796.00 LF	\$105.06	\$188,687.76
12" Potable Gate Valve	3.00 EA	\$5,600.87	\$16,802.61
Potable Water Main Fittings	1.00 LS	\$89,706.20	\$89,706.20
Water Main Testing per City of Lake Wales Standards	1.00 LS	\$9,624.28	\$9,624.28
8" Forcemain	1,009.00 LF	\$63.00	\$63,567.00
10" HDPE Forcemain	909.00 LF	\$66.56	\$60,503.04
8" Sanitary Gate Valve	1.00 EA	\$3,045.17	\$3,045.17
Force Main Fittings	1.00 LS	\$86,869.51	\$86,869.51
Gravity Sewer Testing Per City of Lake Wales Standards	1.00 LS	\$7,963.89	\$7,963.89
*Storm Sewer Testing - Per FDOT Requirements	1.00 LS	\$16,428.24	\$16,428.24
		SUBTOTAL	\$543,197.70

TNR TOTAL \$5,629,728.73

COMBINED TOTAL \$18,081,069.23

ELECTED ALTERNATES

HP in Lieu of RCP (Onsite Only)	1.00 LS		-\$350,000.00
1.25" SP 9.5 on shoulders in lieu of 1" SP 9.5	1.00 LS		-\$13,500.00

TOTAL W/ALTS \$17,717,569.23

UNIT RATES FOR HP PIPE INSTALLATION*

18" HP STORM	1 LF	\$75.86
24" HP STORM	1 LF	\$94.85
30" HP STORM	1 LF	\$125.71
36" HP STORM	1 LF	\$134.99
42" HP STORM	1 LF	\$162.71
48" HP STORM	1 LF	\$211.76
60" HP STORM	1 LF	\$293.79

*All HP Storm installation costs based on an 8ft average bury depth of pipe.

FITTING ADDS/DEDUCTS

WATER FITTINGS

12" X 12" TEE	1
12" X 10" TEE	1
12" X 8" TEE	1
12" X 8" REDUCER	2
12" 45 DEG BEND	1
12" 11 1/4 DEG BEND	10
12" MJ SLEEVE	1
10" 45 DEG BEND	4

QTY CHANGE

Original contract amount: \$18,298,907.26
New contract amount: \$17,717,569.23
Deduct \$581,338.03

8" 45 DEG BEND	7
RECLAIM FITTINGS	QTY CHANGE
12" X 8" TEE	1
12" 45 DEG BEND	14
12" 11 1/4 DEG BEND	10
8" 45 DEG BEND	12
8" 22 1/2 DEG BEND	1
12" CAP	-1
FORCE FITTINGS	QTY CHANGE
8" X 6" TEE	-1
8" X 6" WYE	1
8" 90 DEG BEND	1
8" 45 DEG BEND	4
8" X 2" CAP WBO	2
6" X 4" TEE	-1
6" 45 DEG BEND	5
6" 22 1/2 DEG BEND	1
6" X 2" CAP WBO	-2
8" MJ SLEEVE	1
4" 45 DEG BEND	-4
8" X 8" TAPPING SLEEVE & VALVE	-1



November 25, 2024

Ms. Melanie Smith
Mel-Haven Engineering
5342 Clark Rd #1182
Sarasota, FL 34233

Re: Lake Wales Spine Rd – Change Order Request 002

Please see the attached change order request pricing for owner direct purchase materials. Please review and issue a deductive change order to our contract in the amount of (\$2,076,469.52).

Should you have any questions, please feel free to contact me at your convenience.

Phillips and Jordan, Inc.
Kayla Smith

Lake Wales Spine Rd - COR 002				
Item	Unit Measure	Quantity	Item Unit Cost	Total Cost
<i>Direct Purchase Materials</i>				
Core & Main - Utility Materials	LS	(1)	\$ 1,904,507.87	\$ (1,904,507.87)
Tax Savings	LS	(1)	\$ 114,320.47	\$ (114,320.47)
Rinker - RCP Material	LS	(1)	\$ 54,331.30	\$ (54,331.30)
Tax Savings	LS	(1)	\$ 3,309.88	\$ (3,309.88)
Total Change Order Request 002				\$ (2,076,469.52)



Bid Proposal for Lake Wales Spine Road Final Plans

CUSTOMER	PHILLIPS & JORDAN INC-ZEPHRYHI 8940 GALL BLVD ZEPHYRHILLS, FL 33541	Job Lake Wales Spine Road Final Plans Lake Wales, FL Bid Date: 11/20/2024 Bid #: 3873293
	Sales Representative Jeremy Taylor (M) 863-445-4587 (T) 863-445-4587 (F) 863-606-0002 Jeremy.Taylor@coreandmain.com	Core & Main 3216 Winter Lake Rd Bays 5-10 Lakeland, FL 33803 (T) 8638688279
CONTACT		
NOTES		



Bid Proposal for Lake Wales Spine Road Final Plans

PHILLIPS & JORDAN INC-ZEPHRYHI

Job Location: Lake Wales, FL

Bid Date: 11/20/2024

Core & Main Bid #: 3873293

Core & Main

3216 Winter Lake Rd

Bays 5-10

Lakeland, FL 33803

Phone: 8638688279

Fax: 8636060002

Seq#	Qty	Description	Units	Price	Ext Price
10		ADS ALT TO RCP			
20		HP STORM			
30	1500	18 HP DW STORM WTIB SOLID 20' DUAL WALL 18650020IBPL	FT	22.99	34,485.00
40	780	24 HP DW STORM WTIB SOLID 20' DUAL WALL 24650020IBPL	FT	38.07	29,694.60
50	1300	30 HP DW STORM WTIB SOLID 20' DUAL WALL 30650020IBPL	FT	59.75	77,675.00
60	2080	36 HP DW STORM WTIB SOLID 20' DUAL WALL 36650020IBPL	FT	66.11	137,508.80
70	1000	42 HP DW STORM WTIB SOLID 20' DUAL WALL 42650020IBPL	FT	84.91	84,910.00
80	580	48 HP DW STORM WTIB SOLID 20' DUAL WALL 48650020IBPL	FT	119.56	69,344.80
90	300	60 HP DW STORM WTIB SOLID 20' DUAL WALL 60650020IBPL	FT	175.42	52,626.00
100		60" IN LIEU OF 54"			
110	80	60 HP DW STORM WTIB SOLID 20' DUAL WALL 60650020IBPL	FT	175.42	14,033.60
				SUBTOTAL	500,277.80
130		SANITARY SEWER			
140		PIPE			
150	504	8 PVC SDR26 HW SWR PIPE (G) 14'	FT	12.62	6,360.48
160	1	3X1000' DET TAPE SEWER GREEN	EA	32.73	32.73
				SUBTOTAL	6,393.21
				SUBTOTAL	6,393.21
180		FORCEMAIN			
190		PIPE			
200	4980	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	19.27	95,964.60
210	280	6 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	11.27	3,155.60
220	11	COPPERHEAD TW 1030G-HS-500 10GA GREEN 500' HS-CCS PE30	RL	207.79	2,285.69
		COPPER CLAD TRACER WIRE PER ROLL			
230	6	3X1000' DETECTO TAPE GREEN FM	EA	43.34	260.04
				SUBTOTAL	101,665.93
250		BELL RESTRAINTS			
260	52	8 BELL RESTRAINER F/C900 1508	EA	103.75	5,395.00
270	11	6 BELL RESTRAINER F/C900 1506	EA	63.97	703.67
290		8" GATE VALVE			
300	7	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	9,457.98
310	7	461-S VALVE BOX M/SEWER DOM	EA	134.40	940.80
320	7	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	142.10
330	7	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	240.24
340	14	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,289.40
		USA			
				SUBTOTAL	12,070.52
360		6" GATE VALVE			
370	2	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	878.24	1,756.48



Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

Seq#	Qty	Description	Units	Price	Ext Price
380	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
390	2	BRZ DISC F/6" VLV (VLV MARKER)	EA	20.30	40.60
400	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
410	4	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	275.08
		USA			
				SUBTOTAL	2,409.60
430		FITTINGS			
440	1	8X6 MJ TEE C153 P401 USA	EA	782.66	782.66
450	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
460	1	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	68.77
		USA			
				SUBTOTAL	1,035.63
470	1	8X6 MJ WYE C153 P401 USA	EA	1,193.25	1,193.25
480	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
490	1	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	68.77
		USA			
				SUBTOTAL	1,446.22
500	24	8 MJ 45 C153 P401 USA	EA	593.75	14,250.00
510	48	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	4,420.80
		USA			
				SUBTOTAL	18,670.80
520	1	8 MJ 90 C153 P401 USA	EA	697.07	697.07
530	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				SUBTOTAL	881.27
540	8	6 MJ 45 C153 P401 USA	EA	422.28	3,378.24
550	16	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	1,100.32
		USA			
				SUBTOTAL	4,478.56
560	1	6 MJ 22-1/2 C153 P401 USA	EA	418.19	418.19
570	2	6 EBAA 2006PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	68.77	137.54
		USA			
				SUBTOTAL	555.73
				SUBTOTAL	149,312.93
590		WATERLINE			
600		PIPE			
610	7740	12 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	41.16	318,578.40
620	620	8 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	19.47	12,071.40
630	160	10 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	30.19	4,830.40
640	17	COPPERHEAD TW 1030B-HS-500 10GA BLUE 500' HS-CCS PE30	RL	207.79	3,532.43
		COPPER CLAD TRACER WIRE PER ROLL			
650	9	3X1000' DET TAPE WATER BLUE	RL	68.47	616.23
				SUBTOTAL	339,628.86
660		BELL RESTRAINTS			
670					
680	101	12 BELL RESTRAINT F/C900 1512	EA	197.90	19,987.90
690	6	10 BELL RESTRAINER F/C900 1510	EA	187.49	1,124.94



Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

Seq#	Qty	Description	Units	Price	Ext Price
700	7	8 BELL RESTRAINER F/C900 1508	EA	103.75	726.25
720		12" GATE VALVES			
730	34	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	90,643.66
740	34	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	4,569.60
750	34	BRZ DISC F/12 VLV (VLV MARKER)	EA	15.62	531.08
760	34	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	1,166.88
770	68	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	11,196.20
		USA			
				SUBTOTAL	108,107.42
790		10" GATE VALVES			
800	1	10 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,106.89	2,106.89
810	1	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	134.40
820	1	BRZ DISC F/10" VLV (VLV MARKER)	EA	15.62	15.62
830	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
840	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	312.88
		USA			
				SUBTOTAL	2,604.11
860		8" GATE VALVES			
870	6	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	8,106.84
880	6	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	806.40
890	6	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	121.80
900	6	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	205.92
910	12	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,105.20
		USA			
				SUBTOTAL (Avg. Based On 6EA)	10,346.16
				Average price per EA	1,724.36
930		FITTINGS			
940	3	12 MJ TEE C153 USA	EA	845.45	2,536.35
950	9	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	1,481.85
		USA			
				SUBTOTAL	4,018.20
960	3	12X8 MJ TEE C153 USA	EA	583.78	1,751.34
970	6	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	987.90
		USA			
980	3	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	276.30
		USA			
				SUBTOTAL	3,015.54
990	69	12 MJ 45 C153 USA	EA	475.28	32,794.32
1000	138	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	22,721.70
		USA			
				SUBTOTAL	55,516.02
1010	13	8 MJ 45 C153 USA	EA	209.05	2,717.65
1020	26	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	2,394.60
		USA			
				SUBTOTAL	5,112.25
1030	1	12X10 MJ TEE C153 USA	EA	807.53	807.53
1040	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30



Bid Proposal for Lake Wales Spine Road Final Plans

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Seq#	Qty	Description	Units	Price	Ext Price
		USA			
1050	1	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	156.44
		USA			
				SUBTOTAL	1,293.27
1060	2	12X8 MJ RED C153 USA	EA	371.85	743.70
1070	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
1080	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				SUBTOTAL	1,257.20
1100		FHAS			
1110		ONE NEEDS SMART			
1120	10	12X6 MJ ANCH TEE C153 USA	EA	614.91	6,149.10
1130	120	6 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	11.72	1,406.40
1140	20	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	3,293.00
		USA			
1150	10	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	878.24	8,782.40
1160	30	6" MJ REG L/GLAND DOMESTIC ACC TYLERUNION # 670610391852	EA	24.00	720.00
1170	10	6X13 MJ ANCH CPLG C153 USA	EA	190.11	1,901.10
1180	10	461-S VLV BOX W/LID DOM 10T, 15B, WATER DROP IN LID	EA	134.40	1,344.00
1190	10	BRZ DISC F/6" VLV (VLV MARKER)	EA	18.46	184.60
1200	10	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	343.20
1210	10	5-1/4VO K81D HYD 4'0"B 6MJ 3W 6 MJ SHOE,NST,OPEN LEFT,YELLOW	EA	2,943.19	29,431.90
		LESS ACC., HYDRANTS MUST HAVE SS BOLTS BELOW GROUND LEVEL			
		OPEN WEEP HOLES			
1230	10	BLUE DOT HYD. MARKERS	EA	4.14	41.40
				SUBTOTAL	53,597.10
1250		BLOWOFFS			
1260	1	12X2 MJ TAPT CAP C153 USA	EA	252.53	252.53
1270	1	10X2 MJ TAPT CAP C153 USA	EA	208.13	208.13
1280	3	8X2 MJ TAPT CAP C153 USA	EA	185.93	557.79
1290	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
1300	1	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	156.44
		USA			
1310	3	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	276.30
		USA			
1320	5	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	413.85
1330	5	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	1,377.35
1340	10	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	24.30
1350	100	2X100 CTS DR9 PE TUBE BLUE 250 PSI NSF	FT	2.06	206.00
				SUBTOTAL	3,637.34
				SUBTOTAL	609,972.56
1370		RECLAIMED			
1380		PIPE			
1390	7480	12 PVC C900 DR18 PIPE 20' PURP PURPLE GSKT PC235	FT	41.16	307,876.80
1400	940	8 PVC C900 DR18 PIPE 20' PURP PURPLE GSKT PC235	FT	20.10	18,894.00
1410	17	COPPERHEAD 1030P-HS-500 #10GA WIRE 500' PURPLE	RL	207.79	3,532.43



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Seq#	Qty	Description	Units	Price	Ext Price
1420	9	3X1000' DET TAPE RECL-WATER PURPLE	EA	33.73	303.57
				SUBTOTAL	330,606.80
1440		BELL RESTRAINTS			
1450	52	12 EBAA 1612 BELL REST F/C900	EA	197.90	10,290.80
1460	8	8 EBAA BELL REST 1608 F/C900	EA	103.75	830.00
1480		12" GATE VALVE			
1490	14	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	37,323.86
1500	14	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	1,881.60
1510	14	3" BRZ DISC F/12" G.V. REC WATER 37 T.O.L.	EA	20.00	280.00
1520	14	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	480.48
1530	28	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	4,610.20
		USA			
				SUBTOTAL	44,576.14
1550		8" GATE VALVE			
1560	6	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	8,106.84
1570	6	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	806.40
1580	6	3" BRZ DISC F/8" G.V. REC. WATER 25.5 T.O.L.(VALVE MARKER)	EA	20.00	120.00
1590	6	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	205.92
1600	12	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,105.20
		USA			
				SUBTOTAL (Avg. Based On 5EA)	10,344.36
				Average price per EA	2,068.88
1620		FITTINGS			
1630	36	12 MJ 45 C153 USA	EA	475.28	17,110.08
1640	72	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	11,854.80
		USA			
				SUBTOTAL	28,964.88
1650	1	12X8 MJ CROSS C153 USA	EA	710.41	710.41
1660	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
1670	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				SUBTOTAL	1,223.91
1680	4	12X8 MJ TEE C153 USA	EA	583.78	2,335.12
1690	8	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	1,317.20
		USA			
1700	4	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	368.40
		USA			
				SUBTOTAL	4,020.72
1710	12	8 MJ 45 C153 USA	EA	209.05	2,508.60
1720	24	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	2,210.40
		USA			
				SUBTOTAL	4,719.00
1740		BLOWOFF			
1750	1	FC202-1320-IP7-I 12X2IP DI SAD DBL SS BAND EPOXY COATED BODY	EA	172.14	172.14
		12.75-13.20 OD IMP			



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Seq#	Qty	Description	Units	Price	Ext Price
1760	1	2X6 BRASS NIPPLE USA NO LEAD	EA	27.31	27.31
1770	1	2 A2362-8 THRD RW GV OL ON 020A236208LN	EA	462.42	462.42
1780	1	461S DOM VLV BOX W/RECLAIM LID	EA	134.40	134.40
1790	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
1800	1	2X12 BRASS NIPPLE USA NO LEAD	EA	50.45	50.45
1810	1	2 BRASS 90 NO LEAD USA	EA	61.44	61.44
1820	1	2X24 BRASS NIPPLE USA NO LEAD	EA	105.95	105.95
1830	1	2 BRASS COUPLING NO LEAD USA	EA	62.94	62.94
1840	1	2X12 BRASS NIPPLE USA NO LEAD	EA	50.45	50.45
1850	1	2 BRASS CAP NO LEAD USA	EA	52.68	52.68
1860	1	CARSON 10151033 WTR METER BOX BLACK W/FLUSH COVER CI READER	EA	88.12	88.12
		2 MSHL UNIT 1015-12			
				SUBTOTAL	1,302.62
				SUBTOTAL	436,879.23
1890		THOMPSON NURSERY ROAD INTERSECTION			
1920		FORCEMAIN			
1930		PIPE			
1940	1020	8 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	19.27	19,655.40
1950	4	8 BELL RESTRAINER F/C900 1508	EA	103.75	415.00
1960	2	COPPERHEAD 1030G-HS-500 10GA 500' ROLL GREEN WIRE	RL	207.79	415.58
1970	1	3X1000' DET TAPE SEWER GREEN	EA	32.73	32.73
1980	1	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	34.32
				SUBTOTAL	20,553.03
1990					
2000	9	8 MJ 45 C153 P401 USA	EA	593.75	5,343.75
2010	1	8 MJ 90 C153 USA	EA	261.78	261.78
2020	20	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	1,842.00
		USA			
				SUBTOTAL	7,447.53
2040		8X8 TAP SLV & VLV			
2050	2	439-0905 8X8 316 6439 MDWSA F-DIP 8.98-9.37 OD	EA	1,762.91	3,525.82
2060	2	8 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	1,351.14	2,702.28
2070	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
2080	2	BRZ DISC F/8" VLV (VLV MARKER)	EA	20.30	40.60
2090	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
2100	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
2110	2	8 MJ REG ACC SET L/GLAND USA	EA	41.63	83.26
				END PACKAGE	6,873.60
				TOTAL FORCEMAIN	34,874.16
2140		WATERLINE			
2150		TEMP JUMPERS			
2160	4	FC202-1320-IP7 12X2IP DI SAD DBL SS BAND EPXY COATED BODY	EA	172.14	688.56
		12.75-13.20 OD			



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Seq#	Qty	Description	Units	Price	Ext Price
2170	4	FB1700-7NL 2 BALLCORP MIPXFIP NO LEAD	EA	260.64	1,042.56
2180	4	2 BRASS CORED PLUG NO LEAD USA	EA	41.00	164.00
				SUBTOTAL	1,895.12
2200		PIPE			
2210	1800	12 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	41.16	74,088.00
2220	12	12 EBAA 1612 BELL REST F/C900	EA	197.90	2,374.80
2230	4	COPPERHEAD 1030B-HS-500 #10GA WIRE 500' BLUE PER ROLL	RL	207.79	831.16
2240	2	3X1000' DET TAPE WATER BLUE	RL	68.47	136.94
				SUBTOTAL	77,430.90
2250					
2260		12X12 TSV (2)			
2270	2	12X12 JCM 316 6439 MDWSA DIP 13.10-13.50 OD	EA	2,836.31	5,672.62
2280	2	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	5,331.98
2290	2	461-S VALVE BOX M/SEWER DOM	EA	134.40	268.80
2300	2	BRZ DISC F/12 VLV (VLV MARKER)	EA	20.31	40.62
2310	2	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	68.64
2320	2	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	329.30
		USA			
2330	2	12 MJ REG ACC SET L/GLAND USA	EA	40.00	80.00
				END PACKAGE	11,791.96
2350		3 - 12" GATE VALVE			
2360	3	12 7571 MJ RW GV DI OL L/ACC GATE VALVE,DI COMPACT BODY	EA	2,665.99	7,997.97
2370	3	461-S VALVE BOX M/SEWER DOM	EA	134.40	403.20
2380	3	BRZ DISC F/12 VLV (VLV MARKER)	EA	20.31	60.93
2390	3	B&T P2B200NFGCPT2TTB TEST STATION	EA	34.32	102.96
2400	6	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	987.90
		USA			
				SUBTOTAL	9,552.96
2420		FITTINGS			
2430	1	12 MJ TEE C153 USA	EA	768.84	768.84
2440	3	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	493.95
		USA			
				SUBTOTAL	1,262.79
2460	22	12 MJ 45 C153 USA	EA	475.28	10,456.16
2470	44	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	7,244.60
		USA			
				SUBTOTAL	17,700.76
2490	1	12 MJ PLUG C153 USA	EA	341.39	341.39
2500	1	12 MJ L/P SLV C153 USA	EA	413.48	413.48
2510	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
2520	1	12 MJ REG ACC SET L/GLAND USA	EA	40.00	40.00
				SUBTOTAL	959.52
2530		BLOWOFFST			
2540	1	12X2 MJ TAPT CAP C153 USA	EA	252.53	252.53
2550	2	10X2 MJ TAPT CAP C153 USA	EA	208.13	416.26



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Seq#	Qty	Description	Units	Price	Ext Price
2560	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	164.65	164.65
2570	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	156.44	312.88
2580	3	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	248.31
2590	3	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	826.41
2600	6	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	14.58
2610	200	2X100 CTS DR9 PE TUBE BLUE 250 PSI NSF	FT	2.06	412.00
				SUBTOTAL	2,647.62
				TOTAL WATERLINE	123,241.63
2650		REUSE			
				SUBTOTAL	0.00
2670		FORCEMAIN			
2680		10 DIPS DR11 GREEN			
2690	920	10 DIPS DR11 HDPE PIPE GRN GREEN STRIPE	FT	17.18	15,805.60
2700	20	10 PVC C900 DR18 PIPE 20' GRN GREEN GSKT PC235	FT	30.19	603.80
2710	1000	COPPERHEAD TW 1045G-EHS-1000 10GA GREEN 1000' SOLOSHOT EHS-CCS PE45 COPPER CLAD TRACER WIRE	FT	0.47	470.00
				SUBTOTAL	16,879.40
2730		10" WYE P401			
2740	1	10 MJ WYE C153 P401 USA	EA	1,930.48	1,930.48
2750	3	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	829.44
				SUBTOTAL	2,759.92
2770	10	10 MJ 45 C153 P401 USA	EA	836.20	8,362.00
2780	20	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	5,529.60
				SUBTOTAL	13,891.60
2800		10X8 MJ RED			
2810	2	10X8 MJ RED C153 P401 USA	EA	772.38	1,544.76
2820	2	10 SDR11 DIPS MJ ADAPTER W/KIT	EA	276.48	552.96
2830	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	184.20
				SUBTOTAL	2,281.92
2850		8" CAP W/ BO			
2860	10	8X2 MJ TAPT CAP C153 USA	EA	185.93	1,859.30
2870	10	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	921.00
2880	10	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	82.77	827.70
2890	10	FB1100-7NL 2 BALLCORP MIPXPJ NO LEAD STOP	EA	275.47	2,754.70
2900	20	INSERT-55 SS INSERT 2 CTS PE 1.653 ID	EA	2.43	48.60
2910	200	2X100 CTS DR9 PE TUBE GRN 250 PSI	FT	2.40	480.00
				SUBTOTAL	6,891.30
2930	1	8 MJ L/P SLV C153 P401 USA	EA	668.01	668.01



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Seq#	Qty	Description	Units	Price	Ext Price
2940	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC USA	EA	92.10	184.20
				SUBTOTAL	852.21
				SUBTOTAL	43,556.35
				Sub Total	1,904,507.87
				Tax	0.00
				Total	1,904,507.87

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Quote # QUO-730746-P4Z1V2

Date	11/25/2024	Account Name	Phillips & Jordan Inc	Reply-To	
Quote #	QUO-730746-P4Z1V2	Contact Name	Paul Shannon	Account Manager	Paul Shannon
Revision #	0	Contact Phone	(321) 320-1033	Address	Apopka, FL
Project Name	Lake Wales Spine Rd	Contact Fax		Phone	(407) 293-5126
Project #	755556	Contact Email	paul.shannon@rinkerpipe.com	Fax	
Project Address	Lake Wales, FL 33859			Email	Paul.Shannon@Rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Item #	Description	Part #	Quantity	Unit	Extended Unit Price	Unit Total
10	18x8' CL3 PF RCP	1211946	1168.00	FT	\$34.00	\$39,712.00
15	24x8' CL3 PF RCP	1211959	184.00	FT	\$52.70	\$9,696.80
25	36x8' CL3 PF RCP	1211985	32.00	FT	\$110.50	\$3,536.00
30	18x8' CL3 PF MES 4:1 GB RCP	1211948	2.00	EA	\$616.25	\$1,232.50
35	#711 Lubricant 8LB	1181891	14.00	EA	\$11.00	\$154.00
					Total	\$54,331.30
					(Tax not included) Net Total	\$54,331.30

Standard Notes

1.Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power. A price escalator of 5% will be added on 07/01/2025 for all product not shipped and an additional 5% for every year thereafter. This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.

2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.

3.Valid for 30 days from the date of quotation.

PAYMENT TERMS ARE NET10™ PROX, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

Acceptance			
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com .		By	Paul Shannon
Company		(O)	(407) 293-5126
By		(F)	
Title		(Cell)	
Date		Title	Account Manager

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS VIIIb

CHANGE ORDER FORM
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Peace Crossing CDD Lake Wales Spine Road Civil Site Work

CHANGE ORDER NO. 002

DATE: January 9, 2025

CONTRACTOR: Phillips & Jordan, Inc.

OWNER: Peace Crossing CDD

AGREEMENT DATE: August 16, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE\$ 18,298,907.26

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER\$ 15,641,099.71

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by\$ 149,196.77

The new CONTRACT PRICE including this ORDER will be..... \$ 15,790,296.48

Contract time for this project is specified by Spine Road and Thompson Nursery Road improvements.

Contract time changes for Spine Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 342 days

The date for SUBSTANTIAL COMPLETION of all work
will be 11/9/25

Contract time changes for Thompson Nursery Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 492 days

The date for SUBSTANTIAL COMPLETION of all work
will be 4/8/26

CHANGES ORDERED:

I. GENERAL

COR #3: Owner Direct Purchase Deductive Change Order: This Change Order is necessary to receive tax savings. The total deduct for this COR is <\$378,940.88> which includes tax and material.

COR #4: Rev E Drawing Changes related to pavers requested as part of the hardscape design as well as an additional valve added during the permitting process.

COR #5: Materials Testing: This Change Order is necessary for quality control to meet requirements of the permit.

For all COR's: The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Peace Crossing CDD Lake Wales Spine Road Civil Site Work

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

There are no plan changes. The change is for owner direct purchase materials.

2. Justification

The change is necessary to save the District on costs.

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Peace Crossing CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

RECOMMENDED BY:

Construction Manager

By _____
Signature
Title _____
Date _____
Digitally signed by
Fledderman, Travis
DN:
CN="Fledderman,
Travis",
OU=internal,
OU=users,
DC=corp, DC=ads
Date: 2025.01.09
14:44:11-05'00'

APPROVED BY:
Peace Crossing CDD
(Owner)

By _____
Signature
Title: Vice Chair
Date: 1/9/25

ACCEPTED BY:

Contractor

By _____
Signature
Title: Senior V.P.
Date: 1/9/25

By _____
Signature
Title: Asst Sect
Date: 1/9/25

END OF SECTION



December 5, 2024

Ms. Melanie Smith
Mel-Haven Engineering
5342 Clark Rd #1182
Sarasota, FL 34233

Re: Lake Wales Spine Rd – Change Order Request 003

Please see the attached change order request pricing for owner direct purchase materials. Please review and issue a deductive change order to our contract in the amount of (\$378,940.88).

Should you have any questions, please feel free to contact me at your convenience.

Phillips and Jordan, Inc.
Kayla Smith

Lake Wales Spine Rd - COR 003

Item	Unit Measure	Quantity	Item Unit Cost	Total Cost
<i>Direct Purchase Materials</i>				
Rinker - Precast Structures	LS	(1)	\$ 357,444.23	\$ (357,444.23)
Tax Savings	LS	(1)	\$ 21,496.65	\$ (21,496.65)
Total Change Order Request 003				\$ (378,940.88)

Quotation

Quote # QUO-714233-L2Q1X4

Date	10/09/2024	Account Name	Phillips & Jordan Inc	Reply-To	
Quote #	QUO-714233-L2Q1X4	Contact Name	Phillips & Jordan Inc	Account Manager	Daniel Wirth
Revision #	0	Contact Phone	(813) 783-1132	Address	1285 LUCERNE LOOP RD NE, WINTER HAVEN, FL 33881
Project Name	Lake Wales Spine Road - Offsite	Contact Fax		Phone	352-246-1846
Project #	823522	Contact Email		Fax	
Project Address	Lake Wales, FL 33859			Email	Daniel.Wirth@rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Headwall

Description	Quantity	Unit	Extended Unit Price	Unit Total
FDOT 430-030 RCP36 SINGLE	2.00	EA	\$4,303.50	\$8,607.00
Headwall Total				8,607.00

Storm

Description	Quantity	Unit	Extended Unit Price	Unit Total
CURB INLET - 48" Diameter Type 6 (5" wall, 8" base) (00'-06' deep) With: USF 5160-6310 FRAME & GRATE IDs: STR #-1, STR #-2, STR #-5, STR #-6, STR #-7, STR #-10	6.00	EA	\$1,927.88	\$11,567.28
CURB INLET - 60" Diameter Type 6 (6" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5160-6310 FRAME & GRATE IDs: STR #-3, STR #-8	2.00	EA	\$2,803.88	\$5,607.76
STORM - 60" Diameter 48in Dia Storm Manhole (6" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 170-E RING & COVER IDs: STR #-12	1.00	EA	\$2,076.74	\$2,076.74
Storm Total				19,251.78

Miscellaneous

Description	Quantity	Unit	Extended Unit Price	Unit Total
P-TOP Type 6 Notes: Precast Top(s). Casting priced with structure. Please contact your sales rep for lead times. IDs: STR #-1, STR #-2, STR #-3, STR #-5, STR #-6, STR #-7, STR #-8, STR #-10	8.00	EA	\$2,393.00	\$19,144.00
Miscellaneous Total				19,144.00

			Total	\$47,002.78
(Tax not included)			Net Total	\$47,002.78

Quote # QUO-714233-L2Q1X4

Standard Notes

1.DELIVERY:

This quote is based on full truckload quantities. Less than full truckloads will be subject to additional delivery charges. Special products are not eligible to return. No refunds will be issued for specially product released to production.

2.PRICING:

Pricing remains valid for 180 days after order confirmation is sent. All orders not released to production or shipped after 180 days will be subject to a quarterly 2.5% escalation fee.

If, through no fault of Rinker Materials, product cannot be accepted or delivered within 30 days of production or a mutually agreed upon delivery schedule, a storage fee will be charged. Storage fees will be 10% of the total product value, charged monthly, and must be paid prior to shipment.

3.JOB SPECIFIC:

Rinker Materials has not evaluated the performance of any additives, liners, or coatings. It is included on our quotation as required by the project specifications. Rinker Materials does not accept any liability for the performance of these products. The method of installation, application or dosage rate will be as in accordance with the manufacturer's guidance.

Ramnek is available for storm & sanitary structures at \$210/box quantity as required.

Grade rings are available; please contact your local Account Manager for the price.

Sanitary manhole precast Inverts available for 48" Manholes @ \$300 each, 60" Manholes at \$400 each; with a maximum pipe size of 16".

Quote based on plans dated 5/31/2024

PAYMENT TERMS ARE NET 30, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

Acceptance

I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com.

By

Daniel Wirth

Company

(O)

352-246-1846

By

(F)

Title

(Cell)

Date

Title

Sales Manager

Quotation

Quote # QUO-714222-G7Q1M6

Date	10/09/2024	Account Name	Phillips & Jordan Inc	Reply-To	
Quote #	QUO-714222-G7Q1M6	Contact Name	Phillips & Jordan Inc	Account Manager	Daniel Wirth
Revision #	0	Contact Phone	(813) 783-1132	Address	1285 LUCERNE LOOP RD NE, WINTER HAVEN, FL 33881
Project Name	Lake Wales Spine Road	Contact Fax		Phone	352-246-1846
Project #	756058	Contact Email		Fax	
Project Address	Lake Wales, FL 33859			Email	Daniel.Wirth@rinkerpipe.com

Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Sanitary

Description	Quantity	Unit	Extended Unit Price	Unit Total
SANITARY MANHOLE - 72" Diameter Sanitary Manhole (8" wall, 10" base, 8" top slab) (14'-16' deep) With: BOOTS, EW1 COATING BLACK (EXTERIOR), EW1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, USF 663-AB-M SANITARY Notes: Inflow Protector by Others. IDs: MH-3-SR	1.00	EA	\$9,548.39	\$9,548.39
SANITARY MANHOLE - 72" Diameter Sanitary Manhole (8" wall, 10" base, 8" top slab) (16'-18' deep) With: BOOTS, EW1 COATING BLACK (EXTERIOR), EW1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, USF 663-AB-M SANITARY Notes: Inflow Protector by Others. IDs: MH-1-SR	1.00	EA	\$10,980.54	\$10,980.54
SANITARY MANHOLE - 72" Diameter Sanitary Manhole (8" wall, 10" base, 8" top slab) (18'-20' deep) With: BOOTS, EW1 COATING BLACK (EXTERIOR), EW1 COATING BLACK (INTERIOR), JOINT SEAL, JOINT WRAP, USF 663-AB-M SANITARY Notes: Inflow Protector by Others. IDs: MH-2-SR	1.00	EA	\$11,671.30	\$11,671.30
Sanitary Total				32,200.23

Storm

Description	Quantity	Unit	Extended Unit Price	Unit Total
BUBBLE UP - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: STR #9D-1, STR #10B-1	2.00	EA	\$1,772.60	\$3,545.20
CATCH BASIN - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: BB-DRY8-DS, STR #6-6, STR #9B-1, STR #10A-1, STR #W2-1	5.00	EA	\$2,902.10	\$14,510.50
CATCH BASIN - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: STR #W2-2	1.00	EA	\$2,505.73	\$2,505.73
CONTROL STRUCTURE - 3' x 6.58' Type H (8" wall, 8" base) (10'-12' deep) With: , EYEBOLTS & CHAINS, USF 6305 CAST IRON GRATE IDs: CS #LK4-DS	1.00	EA	\$6,670.89	\$6,670.89
CONTROL STRUCTURE - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (00'-06' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: CS #DRY8-US	1.00	EA	\$2,340.73	\$2,340.73
CONTROL STRUCTURE - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (06'-08' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: CS #17-1	1.00	EA	\$4,211.03	\$4,211.03

Quotation

Quote # QUO-714222-G7Q1M6				
CONTROL STRUCTURE - 3.08' x 4.08' D-Inlet (6" wall, 6" base) (12'-14' deep) With: EYEBOLTS & CHAINS, USF 6626 STEEL GRATE - PAINTED IDs: CS #LK2-DS	1.00	EA	\$3,791.98	\$3,791.98
CURB INLET - 4' x 5' Type 6 (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #2-7, STR #11B-2	2.00	EA	\$3,198.63	\$6,397.26
CURB INLET - 4' x 5' Type 6 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #3B-2	1.00	EA	\$3,622.38	\$3,622.38
CURB INLET - 4' x 6' Type 6 (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #2-10	1.00	EA	\$3,464.88	\$3,464.88
CURB INLET - 48" Diameter Type 5 (5" wall, 8" base) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #10B-4	1.00	EA	\$1,913.59	\$1,913.59
CURB INLET - 48" Diameter Type 6 (5" wall, 8" base) (00'-06' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #2-6, STR #2-11, STR #10B-6, STR #-82, STR #-83, STR #-86	6.00	EA	\$1,484.88	\$8,909.28
CURB INLET - 48" Diameter Type 6 (5" wall, 8" base) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #5C-2, STR #5C-3, STR #6-1, STR #6-2, STR #6-4, STR #9D-3, STR #11B-3, STR #11B-6	8.00	EA	\$1,908.16	\$15,265.28
CURB INLET - 48" Diameter Type 6 (5" wall, 8" base) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #3A-3, STR #3B-3, STR #9D-2, STR #87	4.00	EA	\$2,230.19	\$8,920.76
CURB INLET - 5' x 5' Type 6 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #5B-4	1.00	EA	\$3,847.38	\$3,847.38
CURB INLET - 6' x 6' Type 6 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #3A-2	1.00	EA	\$5,006.13	\$5,006.13
CURB INLET - 60" Diameter Type 5 (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #10B-3	1.00	EA	\$1,953.63	\$1,953.63
CURB INLET - 60" Diameter Type 6 (6" wall, 8" base, 8" top slab) (00'-06' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #10B-5	1.00	EA	\$2,463.63	\$2,463.63
CURB INLET - 60" Diameter Type 6 (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #9D-4, STR #11B-5	2.00	EA	\$2,844.26	\$5,688.52
CURB INLET - 60" Diameter Type 6 (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #5B-5, STR #6-5	2.00	EA	\$3,191.13	\$6,382.26
CURB INLET - 72" Diameter Type 6 (7" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 5160 STLPTD FRM, USF 6310GRT Notes: P-Top Quoted Separately. IDs: STR #84, STR #85	2.00	EA	\$4,837.38	\$9,674.76

Quotation

Quote # QUO-714222-G7Q1M6				
CURB INLET - 8' x 8' Type 6 (8" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #2-3	1.00	EA	\$8,189.88	\$8,189.88
CURB INLET - 8' x 8' Type 6 (8" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 5160 STLPTD FRM, USF 6310GRT IDs: STR #2-2	1.00	EA	\$8,347.38	\$8,347.38
STORM MANHOLE - 4' x 6' Storm Manhole (6" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 580-E STORM IDs: STR #2-8	1.00	EA	\$4,351.81	\$4,351.81
STORM MANHOLE - 4' x 6' Storm Manhole (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 170-E RING & COVER IDs: STR #2-4, STR #2-9	2.00	EA	\$4,342.44	\$8,684.88
STORM MANHOLE - 48" Diameter Storm Manhole (5" wall, 8" base) (08'-10' deep) With: USF 170-E RING & COVER IDs: STR #6-3, STR #10B-2	2.00	EA	\$2,113.06	\$4,226.12
STORM MANHOLE - 6' x 7' Storm Manhole (8" wall, 8" base, 8" top slab) (12'-14' deep) With: USF 170-E RING & COVER IDs: STR #2-5	1.00	EA	\$9,444.31	\$9,444.31
STORM MANHOLE - 60" Diameter Storm Manhole (6" wall, 8" base) (08'-10' deep) With: USF 170-E RING & COVER IDs: STR #5B-3, STR #11B-4	2.00	EA	\$2,996.18	\$5,992.36
STORM MANHOLE - 60" Diameter Storm Manhole (6" wall, 8" base, 8" top slab) (08'-10' deep) With: USF 580-E STORM IDs: STR #3B-4	1.00	EA	\$3,729.31	\$3,729.31
STORM MANHOLE - 72" Diameter Storm Manhole (7" wall, 8" base, 8" top slab) (06'-08' deep) With: USF 170-E RING & COVER IDs: STR #4	1.00	EA	\$3,811.81	\$3,811.81
STORM MANHOLE - 72" Diameter Storm Manhole (7" wall, 8" base, 8" top slab) (10'-12' deep) With: USF 170-E RING & COVER IDs: STR #5B-2	1.00	EA	\$4,798.06	\$4,798.06
Storm Total				182,661.72

Miscellaneous

Description	Quantity	Unit	Extended Unit Price	Unit Total
P-TOP Type 6 Notes: Precast Top(s). Casting priced with structure. Please contact your sales rep for lead times. IDs: STR #2-2, STR #2-3, STR #2-6, STR #2-7, STR #2-10, STR #2-11, STR #3A-2, STR #3A-3, STR #3B-2, STR #3B-3, STR #5B-4, STR #5B-5, STR #5C-2, STR #5C-3, STR #6-1, STR #6-2, STR #6-4, STR #6-5, STR #9D-2, STR #9D-3, STR #9D-4, STR #10B-5, STR #10B-6, STR #11B-2, STR #11B-3, STR #11B-5, STR #11B-6, STR #82, STR #83, STR #84, STR #85, STR #86, STR #87	33.00	EA	\$2,393.00	\$78,969.00
P-TOP Type 5 Notes: Precast Top(s). Casting priced with structure. Please contact your sales rep for lead times. IDs: STR #10B-3, STR #10B-4	2.00	EA	\$1,562.00	\$3,124.00
Bid Item: Endwall/Pipe Cradle - 48"	1.00	EA	\$1,496.25	\$1,496.25
Bid Item: Endwall/Pipe Cradle - 60"	1.00	EA	\$2,400.00	\$2,400.00

Quotation

Quote # QUO-714222-G7Q1M6

Bid Item: Endwall/Pipe Cradle - 30"	2.00	EA	\$997.50	\$1,995.00
Bid Item: Endwall/Pipe Cradle - 36"	4.00	EA	\$1,154.25	\$4,617.00
Bid Item: Endwall/Pipe Cradle - 42"	1.00	EA	\$1,353.75	\$1,353.75
Bid Item: Endwall/Pipe Cradle - 18"	1.00	EA	\$712.50	\$712.50
Bid Item: Endwall/Pipe Cradle - 24"	1.00	EA	\$912.00	\$912.00
			Miscellaneous Total	95,579.50

	Total	\$310,441.45
(Tax not included)	Net Total	\$310,441.45

Standard Notes

1.DELIVERY:

This quote is based on full truckload quantities. Less than full truckloads will be subject to additional delivery charges. Special products are not eligible to return. No refunds will be issued for specialty product released to production.

2.PRICING:

Pricing remains valid for 180 days after order confirmation is sent. All orders not released to production or shipped after 180 days will be subject to a quarterly 2.5% escalation fee.

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3.JOB SPECIFIC:

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Grade rings are available; please contact your local Account Manager for the price.

Sanitary manhole precast Inverts available for 48" Manholes @ \$300 each, 60" Manholes at \$400 each; with a maximum pipe size of 16".

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Acceptance

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By

Daniel Wirth

Company

(O)

352-246-1846

By

(F)

Title

(Cell)

Date

Title

Sales Manager



December 20, 2024

Ms. Melanie Smith
Mel-Haven Engineering
5342 Clark Rd #1182
Sarasota, FL 34233

Re: Lake Wales Spine Rd – Change Order Request 004

Please see the attached change order request pricing, based on the Rev E drawings issued December 2, 2024. Please review and issue a change order to our contract in the amount of \$244,870.13 and add 3 additional days to the contract time for the Spine Rd, extending substantial completion to November 12, 2025.

Should you have any questions, please feel free to contact me at your convenience.

Phillips and Jordan, Inc.
Jesse Ertle, E.I.
Sr. Project Engineer

Lake Wales Spine Rd - COR 004

Item	Unit Measure	Quantity	Item Unit Cost	Total Cost	Days
<u>Rev E Drawings Issued 12/02/24</u>					
Finish Grading	LS	1	\$ 1,251.60	\$ 1,251.60	
Excavation	CY	917	\$ 4.50	\$ 4,126.50	
Vehicular Pavers	SY	909	\$ 231.92	\$ 210,815.28	
Pedestrian Pavers	SY	111	\$ 222.30	\$ 24,675.30	
10" Gate Valve - Water	EA	1	\$ 4,001.45	\$ 4,001.45	
Total Change Order Request 004				\$ 244,870.13	3



January 3, 2025

Ms. Melanie Smith
Mel-Haven Engineering
5342 Clark Rd #1182
Sarasota, FL 34233

Re: Lake Wales Spine Rd – Change Order Request 005

Please see the attached change order request pricing to add Construction Material testing to our scope of work. Please review and issue a change order to our contract in the amount of \$283,267.52.

Should you have any questions, please feel free to contact me at your convenience.

Phillips and Jordan, Inc.
Jesse Ertle, E.I.
Sr. Project Engineer

Lake Wales Spine Rd - COR 005

Item	Unit Measure	Quantity	Item Unit Cost	Total Cost	Days
<u>Construction Material Testing</u>					
Construction Material Testing - Lake Wales Spine Road	LS	1	\$ 233,961.47	\$ 233,961.47	
Construction Material Testing - TNR	LS	1	\$ 49,306.05	\$ 49,306.05	
Total Change Order Request 005				\$ 283,267.52	-

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Ramada by Wyndham Davenport Orlando South</i> <i>43824 Highway 27, Davenport, Florida 33837-6808</i> <i>¹Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024 CANCELED	Regular Meeting	11:00 AM
November 7, 2024	Regular Meeting	11:00 AM
December 5, 2024	Regular Meeting	11:00 AM
January 9, 2025 ¹ CANCELED	Regular Meeting	11:00 AM
February 6, 2025 ¹	Regular Meeting	11:00 AM
March 6, 2025	Regular Meeting	11:00 AM
April 3, 2025	Regular Meeting	11:00 AM
May 1, 2025	Regular Meeting	11:00 AM
June 5, 2025	Regular Meeting	11:00 AM
July 3, 2025	Regular Meeting	11:00 AM
August 7, 2025	Regular Meeting	11:00 AM
September 4, 2025	Regular Meeting	11:00 AM

Exception

**January meeting date is one (1) week later to accommodate New Year's Day.*