PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

April 3, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AND AUDIT COMMITTEE 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

March 27, 2025

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

Board of Supervisors
Peace Crossing Community Development District

NOTE: Meeting Time and Location

Dear Board Members:

The Board of Supervisors of the Peace Crossing Community Development District will hold a Regular Meeting and Audit Committee Meeting on April 3, 2025 at 11:30 a.m., at the City of Davenport Community Center, 207 North Blvd West, Davenport, Florida 33837. 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. Consideration of Resolution 2025-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date
5. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
6. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
   - A. Affidavit of Publication
   - B. RFP Package
   - C. Respondent(s)
     - I. Berger, Toombs, Elam, Gaines & Frank
     - II. Carr, Riggs & Ingram, L.L.C.
     - III. DiBartolomeo, McBee, Hartley & Barnes, P.A.
     - IV. Grau & Associates
   - D. Auditor Evaluation Matrix/Ranking

7. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting

8. Consider Recommendation of Audit Selection Committee
   - Award of Contract

9. Consideration of Updated Statewide Mutual Aid Agreement

10. Consent Agenda
    A. Acceptance of Unaudited Financial Statements as of February 28, 2025
    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. G-A-I Consultants, Inc. Agreement for Continuing Construction Engineering & Inspection
       IV. WSB, LLC Agreements
           a. Continuing Construction Engineering & Inspection Services
           b. Construction Engineering & Inspection Services for Lake Wales Spine Road Project
       V. Polk County Interlocal Infrastructure Agreement [Thompson Nursery Road]
       VI. Ashton Land Development LLC Temporary Construction Easement Agreement
       VII. Posner Group Holdings LLC Temporary Construction Easement Agreement
       VIII. Core & Main Purchase Requisition Request [Lake Wales Spine Road, Civil Site Work]
       IX. Polk County Property Appraiser Agreements
           a. 2025 Data Sharing and Usage Agreement
           b. Contract Agreement

X. 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]

XI. Gray-Robinson Engagement Letter for Legal Counsel Services

11. 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: May 1, 2025 at 11:30 AM
  - 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

12. Board Members' Comments/Requests

13. Public Comments

14. 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

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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: <u>underlined text</u>) 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~~ <u>$25,000</u> with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding ~~$25,000~~ <u>$50,000</u> with approval of the District Manager and Chairman or <u>Vice Chairman</u> 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 3rd day of April, 2025.

ATTEST:	**PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 1, 2024, pursuant to Resolution 2024-34, the Board of Supervisors ("Board") of the Peace Crossing Community Development District ("District"), adopted a Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2023/2024.

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

Section 1. The Fiscal Year 2023/2024 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

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

ATTEST:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024

	FY 2024 Actual	FY 2024 Original Budget	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2024 Amended Budget
REVENUES					
Landowner contribution	$ 85,786	$ 83,682	$ (2,104)	$ 2,104	$ 85,786
Total revenues	85,786	83,682	(2,104)	2,104	85,786
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	24,000	40,000	16,000	(16,000)	24,000
Legal	40,563	25,000	(15,563)	15,563	40,563
Engineering	4,800	2,000	(2,800)	2,800	4,800
Dissemination agent*	-	667	667	(667)	-
Telephone	200	200	-	-	200
Postage	233	500	267	(267)	233
Printing & binding	500	500	-	-	500
Legal advertising	15,686	6,500	(9,186)	9,186	15,686
Annual special district fee	-	175	175	(175)	-
Insurance	1,323	5,500	4,177	(4,177)	1,323
Contingencies/bank charges	1,205	750	(455)	455	1,205
Website hosting & maintenance	-	1,680	1,680	(1,680)	-
Website ADA compliance	210	210	-	-	210
Total expenditures	88,720	83,682	(5,038)	5,038	88,720
Excess/(deficiency) of revenues over/(under) expenditures	(2,934)	-	2,934	(2,934)	(2,934)
Fund balances - beginning	-	-	-	-	-
Fund balances - ending	$ (2,934)	$ -	$ 2,934	$ (2,934)	$ (2,934)

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6A

Serial Number
25-00383K

Business Observer

Published Weekly
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Request for Proposal

in the matter of Proposals for Annual Financial Auditing Services

in the Court, was published in said newspaper by print in the

issues of 3/7/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

7th day of March, 2025 A.D.

by Holly Botkin who is personally known to me.

Notary Public, State of Florida
(SEAL)

Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Peace Crossing Community Development District hereby requests proposals f annual financial auditing services. The proposal must provide for the auditing the District's financial records for the fiscal year ending September 30, 2024, wit an option for two additional optional annual renewals, subject to mutual agreemer by both parties. The District is a local unit of special-purpose government create under Chapter 190, Florida Statutes, for the purpose of financing, constructing, an maintaining public infrastructure. The District is located in the City of Lake Wale Florida, and has an annual operating budget of approximately $86,290. The fina contract will require that, among other things, the audit for the fiscal year endin September 30, 2024, be completed no later than June 30, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapte 473, Florida Statutes, and be qualified to conduct audits in accordance with "Gov ernment Auditing Standards," as adopted by the Florida Board of Accountancy. Au dits shall be conducted in accordance with Florida Law and particularly Sectior 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to propos ers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their pro posal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Peace Crossing Community Development District." Proposals must be received by 12:00 p.m. on March 14, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
March 7, 2025 25-00383K

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Peace Crossing Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for two additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Lake Wales, Florida, and has an annual operating budget of approximately $86,290. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Peace Crossing Community Development District." Proposals must be received by 12:00 p.m. on March 14, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Peace Crossing Community Development District

Request for Proposals

District Auditing Services for Fiscal Year 2024
City of Lake Wales, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 14, 2025** at **12:00 p.m.**, at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Peace Crossing Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank

CERTIFIED PUBLIC ACCOUNTANTS, PL

---

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

March 14, 2025

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

March 14, 2025

Peace Crossing Community Development District
Wrathell Hunt & Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Peace Crossing Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Peace Crossing Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Peace Crossing Community Development District
March 14, 2025

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Peace Crossing Community Development District.

Very truly yours,

Berger Toombs Elam
Gaines & Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	Total
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	5
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor–in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Peace Crossing Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., "rebate") to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer's auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all "Gross Proceeds" (as that term is defined in the Code) of the bond issue, including those requiring analysis due to "transferred proceeds" and/or "commingled funds" circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue's excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District
Darrin Mossing, Governmental Management Services LLC
(407) 841-5524

Clearwater Cay Community Development District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development District

Alta Lakes Community Development District

Amelia Concourse Community Development District

Amelia Walk Communnity Development District

Aqua One Community Development District

Arborwood Community Development District

Arlington Ridge Community Development District

Bartram Springs Community Development District

Baytree Community Development District

Beacon Lakes Community Development District

Beaumont Community Development District

Bella Collina Community Development District

Bonnet Creek Community Development District

Buckeye Park Community Development District

Candler Hills East Community Development District

Cedar Hammock Community Development District

Central Lake Community Development District

Channing Park Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District

Coconut Cay Community Development District

Colonial Country Club Community Development District

Connerton West Community Development District

Copperstone Community Development District

Creekside @ Twin Creeks Community Development District

Deer Run Community Development District

Dowden West Community Development District

DP1 Community Development District

Eagle Point Community Development District

East Nassau Stewardship District

Eastlake Oaks Community Development District

Easton Park Community Development District

Estancia @ Wiregrass Community Development District

Evergreen Community Development District

Forest Brooke Community Development District

Gateway Services Community Development District

Gramercy Farms Community Development District

Greenway Improvement District

Greyhawk Landing Community Development District

Griffin Lakes Community Development District

Habitat Community Development District

Harbor Bay Community Development District

Harbourage at Braden River Community Development District

Harmony Community Development District

Harmony West Community Development District

Harrison Ranch Community Development District

Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District

Heritage Isles Community Development District

Heritage Lake Park Community Development District

Heritage Landing Community Development District

Heritage Palms Community Development District

Heron Isles Community Development District

Heron Isles Community Development District

Highland Meadows II Community Development District

Julington Creek Community Development District

Laguna Lakes Community Development District

Lake Bernadette Community Development District

Lakeside Plantation Community Development District

Landings at Miami Community Development District

Legends Bay Community Development District

Lexington Oaks Community Development District

Live Oak No. 2 Community Development District

Madeira Community Development District

Marhsall Creek Community Development District

Meadow Pointe IV Community Development District

Meadow View at Twin Creek Community Development District

Mediterra North Community Development District

Midtown Miami Community Development District

Mira Lago West Community Development District

Montecito Community Development District

Narcoossee Community Development District

Naturewalk Community Development District

New Port Tampa Bay Community Development District

Overoaks Community Development District

Panther Trace II Community Development District

Paseo Community Development District

Pine Ridge Plantation Community Development District

Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District

Poinciana West Community Development District

Port of the Islands Community Development District

Portofino Isles Community Development District

Quarry Community Development District

Renaissance Commons Community Development District

Reserve Community Development District

Reserve #2 Community Development District

River Glen Community Development District

River Hall Community Development District

River Place on the St. Lucie Community Development District

Rivers Edge Community Development District

Riverwood Community Development District

Riverwood Estates Community Development District

Rolling Hills Community Development District

Rolling Oaks Community Development District

Sampson Creek Community Development District

San Simeon Community Development District

Six Mile Creek Community Development District

South Village Community Development District

Southern Hills Plantation I Community Development District

Southern Hills Plantation III Community Development District

South Fork Community Development District

St. John's Forest Community Development District

Stoneybrook South Community Development District

Stoneybrook South at ChampionsGate Community Development District

Stoneybrook West Community Development District

Tern Bay Community Development District

Terracina Community Development District

Tison's Landing Community Development District

TPOST Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District

TSR Community Development District

Turnbull Creek Community Development District

Twin Creeks North Community Development District

Urban Orlando Community Development District

Verano #2 Community Development District

Viera East Community Development District

VillaMar Community Development District

Vizcaya in Kendall Development District

Waterset North Community Development District

Westside Community Development District

WildBlue Community Development District

Willow Creek Community Development District

Willow Hammock Community Development District

Winston Trails Community Development District

Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake

Florida Inland Navigation District

Fort Pierce Farms Water Control District

Indian River Regional Crime Laboratory, District 19, Florida

Viera Stewardship District

Office of the Medical Examiner, District 19

Rupert J. Smith Law Library of St. Lucie County

St. Lucie Education Foundation

Seminole Improvement District

Troup Indiantown Water Control District

Current or Recent Single Audits,

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties
(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be $3,800 for the year ended September 30, 2024. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2024, the fee for our audit services will be $5,200. The fee is contingent upon the financial records and accounting systems of Peace Crossing Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Peace Crossing Community Development District as of September 30, 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP
Director – 45 years

Education
- Stetson University, B.B.A. – Accounting

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy
- Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Affiliate member Government Finance Officers Association
- Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience
- Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)
Director

Continuing Professional Education

- Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  Governmental Accounting Report and Audit Update
  Analytical Procedures, FICPA
  Annual Update for Accountants and Auditors
  Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP
Director – 31 years experience

Education
- University of Central Florida, B.A. – Accounting
- Barry University – Master of Professional Accountancy

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy
- Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Associate Member, Florida Government Finance Office Associates
- Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010**)**
- Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- St. Lucie District School Board Superintendent Search Committee (2013 – present)
- Board Member – Phrozen Pharoes (2019-2021)

Professional Experience
- Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19th Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)
Director

Continuing Professional Education

- Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

  Not-for-Profit Auditing Financial Results and Compliance Requirements
  Update: Government Accounting Reporting and Auditing
  Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA
Director – 14 years total experience

Education
- University of North Florida, B.B.A. – Accounting
- University of Alicante, Spain – International Business
- Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants

Professional Experience

- Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education
- Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA
Accounting and Audit Manager – 34 years

Education
- Stetson University, B.B.A. – Accounting

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience
- Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

  Counties:
  St. Lucie County

  Municipalities:
  City of Fort Pierce
  City of Stuart

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:
Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:
The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Personnel Qualifications and Experience

Paul Daly
Staff Accountant – 12 years

Education
- Florida Atlantic University, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA
Senior Staff Accountant – 11 years

Education
- Indian River State College, A.A. – Accounting
- Florida Atlantic University, B.B.A. – Accounting

Professional Experience
- Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder
Staff Accountant – 10 years

Education
- Florida Atlantic University, B.B.A. – Accounting

Professional Experience
- Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education
- Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA
Senior Accountant – 9 years

Education
- Indian River State College, B.S. – Accounting

Professional Experience
- Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education
- Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA
Senior Staff Accountant – 11 years

Education
- University of Central Florida, B.S. – Accounting
- Florida Atlantic University, MACC

Professional Experience
- Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Tifanee Terrell, CPA
Staff Accountant – 4 years

Education

- Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon
Staff Accountant – 3 years

Education

- Indian River State College, B.S. – Accounting

Professional Experience

- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Brennen Moore
Staff Accountant – 1 year

Education
- Indian River State College, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Katie Gifford
Staff Accountant – 1 year

Education
- Indian River State College, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Rayna Zicari
Staff Accountant – 1 year

Education
- Stetson University, B.B.A. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Personnel Qualifications and Experience

Deandre McFadden
Staff Accountant

Education

- Florida Atlantic University, B.S. – Accounting

Professional Experience

- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

BodinePerry
Certified Public Accountants & Advisors

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

DISTRICT AUDITING SERVICES FOR FISCAL YEAR 2024
Manatee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than March 14, 2025, at 12:00 p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Peace Crossing Community Development District #2 Community Development District” on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6CII

Professional Services Proposal for

Peace Crossing Community Development District

March 14, 2025

Proposer

Carr, Riggs & Ingram
189 Eglin Parkway NE, 2nd Floor
Fort Walton Beach, FL 32548
Phone: 850.244.8395
Fax: 850.424.7139

Submitted by

K. Alan Jowers
Partner, CRI Advisors, Inc.
Partner, Carr, Riggs & Ingram, L.L.C.
ajowers@CRIadv.com

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, and their respective subsidiaries and affiliates, as appropriate.

Dear Peace Crossing Community Development District:

We appreciate the opportunity to propose on auditing services to Peace Crossing Community Development District. We are eager to establish a long-term partnership that delivers immediate and ongoing value through our tailored solutions and competitive fee structure.

At CRI, our dedicated team of over 2,000 professionals aligns their expertise with your specific needs, ensuring seamless service from the start. CRI delivers big firm expertise with small firm service. Of approximately 46,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that's the best of both worlds for our clients.

Our partners bring over 7,500 years of collective business experience, focusing on delivering solutions that translate complex concepts into actionable insights. We strive to become trusted advisors by understanding your business and proactively contributing to your success. While accounting is the language of business, we're here to decipher the jargon and help you make educated decisions. CRInnovate embraces agility and invention.

We look forward to the opportunity to showcase our commitment to innovation, expertise, and responsiveness as one of the fastest-growing firms in the U.S. Thank you for considering our proposal.

Sincerely,



K. Alan Jowers
Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

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UNDERSTANDING & MEETING YOUR NEEDS

From the RFP or during our recent visit with your team, we understood your team to express the following needs, requests, and/or issues. We've detailed our proposed solutions below and are happy to discuss other related projects as they arise and upon request.

NEEDS & ISSUES		SOLUTIONS & SERVICES
Technical	The District is required to have independent audits performed on its financial statements.	Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), in order to express an opinion on the Peace Crossing Community Development District's financial statements.
Relational	The District's Board of Supervisors and management expect open and continuous communication with their CPA firm in order to avoid surprise findings at the end of the audit.	Communicate contemporaneously and directly with management regarding the results of our procedures. Anticipate and respond to concerns of management and/or the Audit Committee (if/when formed).

YOUR SERVICES AND FEES

We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal years.

SERVICE	CRI FEES 2024
Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS)	$5,500

The above fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments or upon construction of major infrastructure additions, the audit fee will increase by an amount not to exceed $5,000 per year.

If Peace Crossing Community Development District requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	$325
Manager	$225
Senior	$150
Staff	$110
IT Specialist	$400
Fraud Specialist	$400

Our professional fees are based on the key assumptions that Peace Crossing Community Development District will:

- Ensure that the predecessor's work papers will be made available for timely review, if applicable.
- Make available documents and work papers for review at Peace Crossing Community Development District's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of Peace Crossing Community Development District.
- Not experience a significant change in business operations or financial reporting standards.

CRI FIRM PROFILE

FOUNDED IN 1997 • 35+ MARKETS across the United States & Mexico

Carr, Riggs & Ingram (CRI) is a top 25* nationally-ranked accounting and advisory firm driven by relationships to cultivate growth. From traditional accounting services to leading-edge business support, technology resources, and assurance* offerings, CRI's breadth and depth of expertise takes you from compliance to competitive advantage.

2,000+ PROFESSIONALS

TOP 25* FIRM
(as ranked by Accounting Today)

CRI FIRM VALUES:
- CLIENT SERVICE.
- RESPECT.
- INTEGRITY.

100,000+ CLIENTS



25+ YEARS
OF CONSISTENT GROWTH SINCE FORMATION



SERVICES

- Advisory
- Audit & Attest*
- Tax

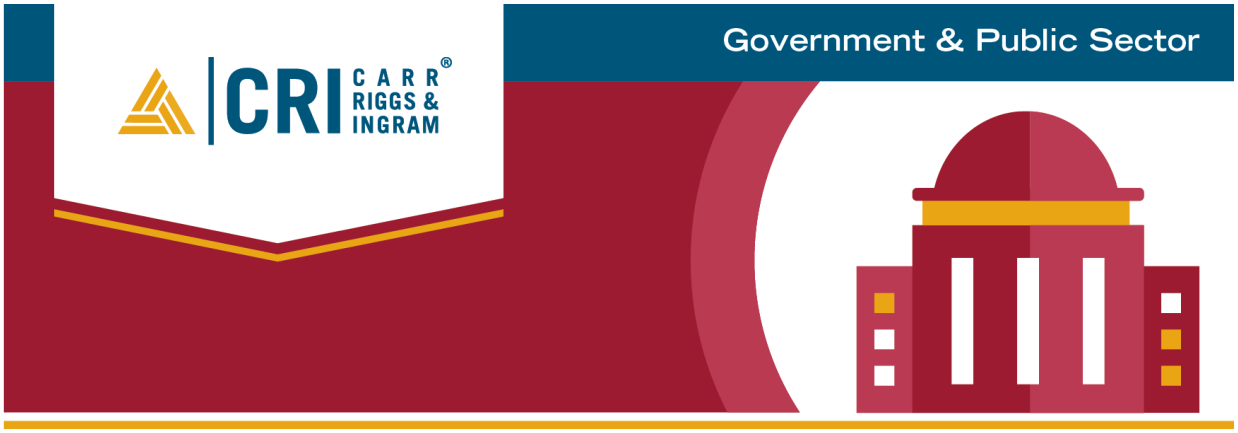
INDUSTRY EXPERTISE

- Captive Insurance
- Commercial Real Estate
- Construction
- Financial Institutions
- Government & Public Sector
- Hospitals & Health Systems
- Insurance
- Manufacturing & Distribution
- Nonprofits
- Physician Groups
- Post-Acute Care
- Private Foundations
- Religious Organizations

CRI FAMILY OF COMPANIES

At CRI, we know that the best results come from a fully integrated approach to your business, organization, or family's financial well-being. The CRI Family of Companies works collectively to parallel our clients' evolving needs beyond traditional accounting, cutting-edge business support, technology solutions, outsourcing, and assurance*. By working side-by-side, our expansive suite of companies and their focused solutions provide more personalized, holistic advice that checks every box.

GOVERNMENT & PUBLIC SECTOR



CRI's seasoned governmental advisory team delivers in-depth, proactive guidance to help clients provide outstanding service to their communities and organizations.

Why CRI?

Our experienced governmental accounting team provides assurance, compliance, and dedicated support to educational institutions and governmental entities of all sizes. By leveraging technology, data analytics, and a foundational relationship-based approach, CRI's attuned governmental professionals tailor our service offerings to your organization's unique needs, allowing for closer collaboration and attention to detail. This approach enables us to improve your entity's operations while maintaining compliance and financial controls in the face of ever-changing regulatory scrutiny.

Related Services:

- Agreed Upon Procedures (AUPs)*
- Audit*
- Compliance Consulting
- Deferrals
- Financial Statement Preparation*
- Fraud & Forensics
- Internal Audit
- Performance Audits*
- Program Management & Administration
- Single Audit*

Want to Learn More? Contact us at CRIadv.com/contact or by scanning the QR code.

* Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

"CRI" is the brand name under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("Advisors") and its subsidiary entities provide professional services. CPA Firm and Advisors (and its subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services to its clients, and Advisors and its subsidiary entities provide tax and business consulting services to their clients. Advisors and its subsidiary entities are not licensed CPA firms.

▶ CRIadv.com

RELEVANT EXPERIENCE

CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our team's combined experience is derived from providing audit, tax, consulting, and accounting outsourcing services. We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION	RELEVANT POINTS TO CONSIDER
Rizzetta & Company Shawn Wildermuth 3434 Colwell Avenue Suite 200 Tampa, FL 33614 813.933.5571	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
GMS, LLC Dave DeNagy 14785 Old St. Augustine Road Suite 4 Jacksonville, FL 32258 904.288.9130	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
Wrathell, Hunt & Associates, LLC Jeffrey Pinder 2300 Glades Road Suite 410W Boca Raton, FL 33431 561.571.0010	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
PFM Group Consulting, LLC Jennifer Glasgow 12051 Corporate Blvd. Orlando, FL 32817 407.382.3256	2007 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.

K. Alan Jowers

Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

AJowers@CRIadv.com
850.337.3213 | Direct



Representative Clients

- Santa Rosa County District School Board
- Okaloosa Gas District
- Santa Rosa Island Authority
- Pasco County
- Okaloosa County District School Board
- Pinellas County School District
- Celebration Community Development District
- Hammock Bay Community Development District
- Amelia National Community Development District

Experience

Alan has over 25 years of experience in public accounting primarily with financial statement assurance engagements. His practice includes local governmental entities, condominium and homeowner associations, non-profit organizations, and nonpublic companies. He currently has direct engagement responsibility for a significant number of audits throughout the state of Florida .

Alan is licensed to practice as a certified public accountant in Florida and Georgia. He is a member of the Board of Directors of the Florida Institute of Certified Public Accountants (FICPA), has been an active member of the FICPA's State and Local Governmental Committee, and is a past chair of its Common Interest Realty Association Committee. He is also active in the Panhandle Chapter of the Florida Governmental Finance Officers Association (FGFOA) and is a former member of the FGFOA's statewide Technical Resource Committee.

Education, Licenses & Certifications

- Masters of Accountancy, University of Alabama
- BS, Accounting, Florida State University
- Certified Public Accountant

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) - member of the Board of Governors
- Governmental Finance Officers Association (GFOA)
- Florida Governmental Finance Officers Association (FGFOA)

Lauren Villarreal

Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

lvillarreal@CRIadv.com
850.337.3223 | Direct



Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations
- Employee Benefit Plans
- County and Local Governments
- Non-Profit Organizations

Experience

Lauren has 10 years auditing and accounting experience in the Destin office of CRI. She is an audit partner with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governmental and non-profit entities as well as employee benefit plans and commercial businesses. She is currently the in-charge auditor for over two dozen community development districts with several CDD management companies in the State of Florida.

Lauren is licensed to practice as a Certified Public Accountant in Florida. She is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. She exceeds all continuing professional education requirements related to Government Auditing Standards.

Lauren currently supervises engagements for many governmental entities in the State of Florida including community development districts and other special governments. She is active in our firm's governmental industry line as well as the condominium and homeowner association practice. In addition, Lauren has accumulated experience in Federal and Florida Single Audit Acts compliance monitoring and auditing. Lauren has performed several single audits of federal grants under OMB Circular A-133.

Education, Licenses & Certifications

- BS, Accounting, Florida State University
- BS, Business Administration, Florida State University
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

DELIVERING QUALITY TO YOU*

AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS.** Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See the table of contents to identify the relevant audit approach and methodology detailed description section.

ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Audit engagements are assigned engagement quality review (EQR) partner, as appropriate. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program. This risk-based annual inspection is intended to mimic the triennial peer review described in the following paragraph and are performed on completed engagements. In addition to this inspection, we perform in-process, "pre-issuance" reviews of partners' work that are chosen for using a risk-based selection process; these reviews are performed by our corporate quality control team. The combination of the in-process and completed engagements is part of our continuous improvement processes.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2022 by Brown Edwards, whose report was the most favorable possible "Pass."

In addition, we are registered with the PCAOB and our 2024 PCAOB inspection report was also the most favorable possible—no audit deficiencies or quality control defects identified.

The 2024 PCAOB report can be viewed at **https://assets.pcaobus.org/pcaob-dev/docs/default-source/inspections/reports/documents/104-2025-016-carrriggs.pdf?sfvrsn=2089984d_2**.

SHARING CRI'S VALUES WITH YOU

We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.



CLIENT SERVICE

Defining our brand by meeting or exceeding the highest expectations of our clients

RESPECT

Building productive, long-term relationships with each other that are based on mutual respect, trust, and sharing

INTEGRITY

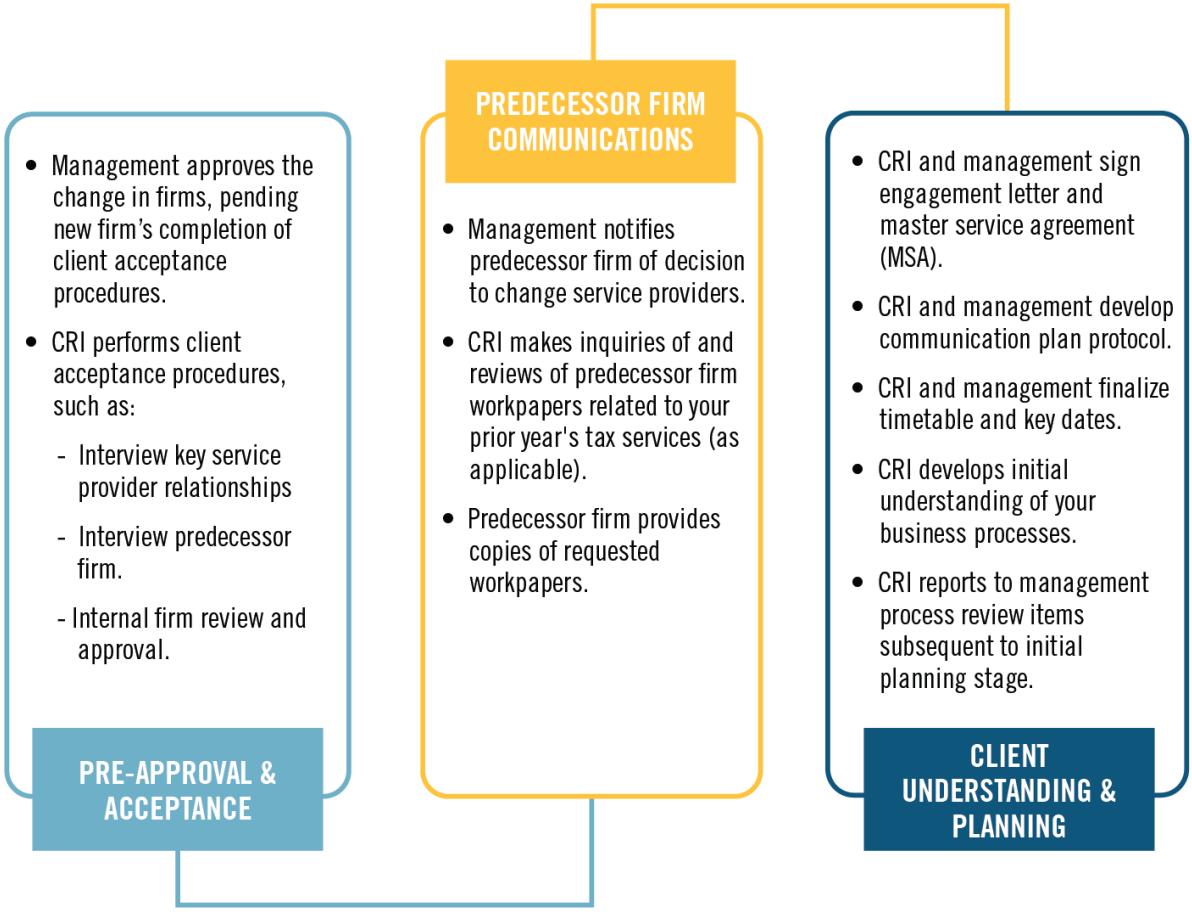
Living with sincerity, transparency, and honesty

TRANSITIONING YOU

When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with Peace Crossing Community Development District's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:



CRI'S GLOBAL RESOURCES

Many businesses are expanding and/or evaluating their global reach, and they require assistance in order to comprehensively consider the various financial implications of growing in international markets. In addition to CRI's internal resources, we deliver the expertise and support of some of the world's most highly regarded accounting firms through shared alliance as members of PrimeGlobal.

WHO IS PRIMEGLOBAL?

PrimeGlobal

An Association of Independent Accounting Firms

Revenue	Countries	Locations	Staff	Partners	Firms
$2.9B+	90+	850+	24,000+	2,100+	300+

HOW OUR PRIMEGLOBAL MEMBERS CAN BENEFIT YOU

We supplement our in-depth, industry knowledge and specialized services through our collaborations with other PrimeGlobal firms to help you evaluate your options globally. CRI's goal is to provide you with the information you need to make well-informed, smart business decisions.

4 KEY BENEFITS TO CRI CLIENTS FROM OUR PRIMEGLOBAL MEMBERSHIP

1. **SOLUTIONS** that are worldwide and world-class.
2. **ACCESSIBILITY** to knowledge and resources of statutory, regulatory, and compliance requirements throughout the world.
3. **DECISION MAKING** with the support of local connections and cultural understanding throughout regions of the world.
4. **SINGLE POINT OF CONTACT** CRI's team serves as your contact for each engagement, and we project manage across the entire team - including other PrimeGlobal firms and specialists.

JOIN OUR CONVERSATION

We know that some information that makes perfect sense to an advisor may not be as clear to our clients. Therefore, we produce original content in the form of articles, videos, white papers, webinars, and more to provide timely, down-to-earth translations of complex subjects. We publish this original content on CRIadv.com and across all our many social channels.

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SUBSCRIBE TO THE CRI E-NEWSLETTER

CRIADV.COM/NEWSLETTER-SIGNUP

CRI: FROM FOUNDATION TO FUTURE

Over a quarter-century, Carr, Riggs & Ingram has not just grown, but transformed. Now standing proudly among the top 25 firms in the U.S., our trajectory is steeped in innovation, shaping us into the firm of tomorrow—today. Our growth isn't merely a timeline; it's a testament to our entrepreneurial and pioneering spirit. As we harness cutting-edge technology and lead through industry evolution, our commitment to delivering actionable insights and solutions rooted in our founding principles of tailored Client service, Respect for all, and unyielding Integrity remains unwavering. As we look to the horizon, we at CRI are poised to redefine what's possible, and we invite our clients, old and new, to join us in shaping the future.



IT FIGURES: THE CRI PODCAST

Created to provide insight into the latest developments and regulations in the accounting and finance space, It Figures is an accounting and advisory focused podcast for business and organization leaders, entrepreneurs, and anyone who is looking to go beyond the status quo.

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itfigurespodcast.com

Top 25 Accounting Firm - #1 Accounting Firm in the Gulf Coast Region

CRI CARR RIGGS & INGRAM

accountingTODAY 2025 Top 100 Firms

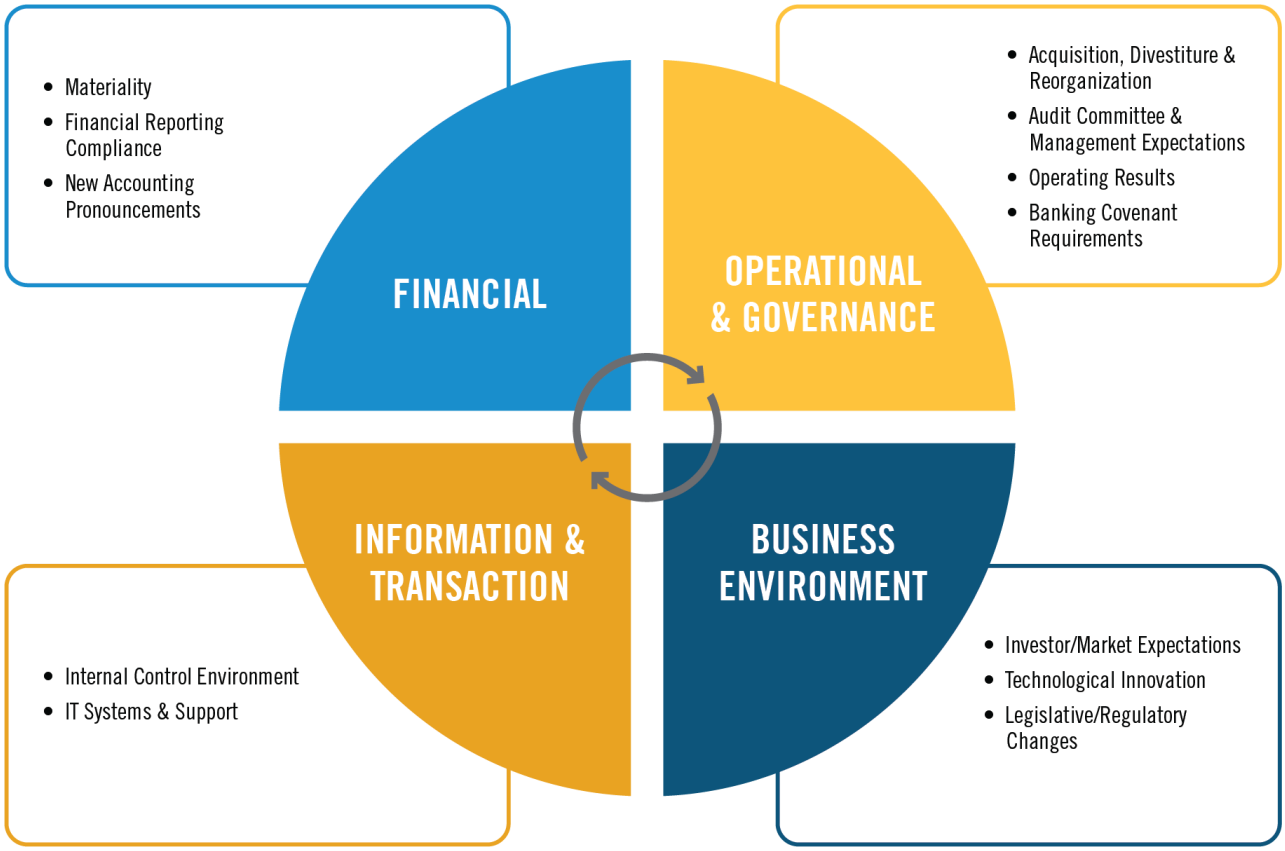
CRI AUDIT FRAMEWORK*

Our proposed services require a coordinated effort between us and Peace Crossing Community Development District's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:



CRI AUDIT FRAMEWORK*

Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple compliance to providing you with a competitive advantage.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

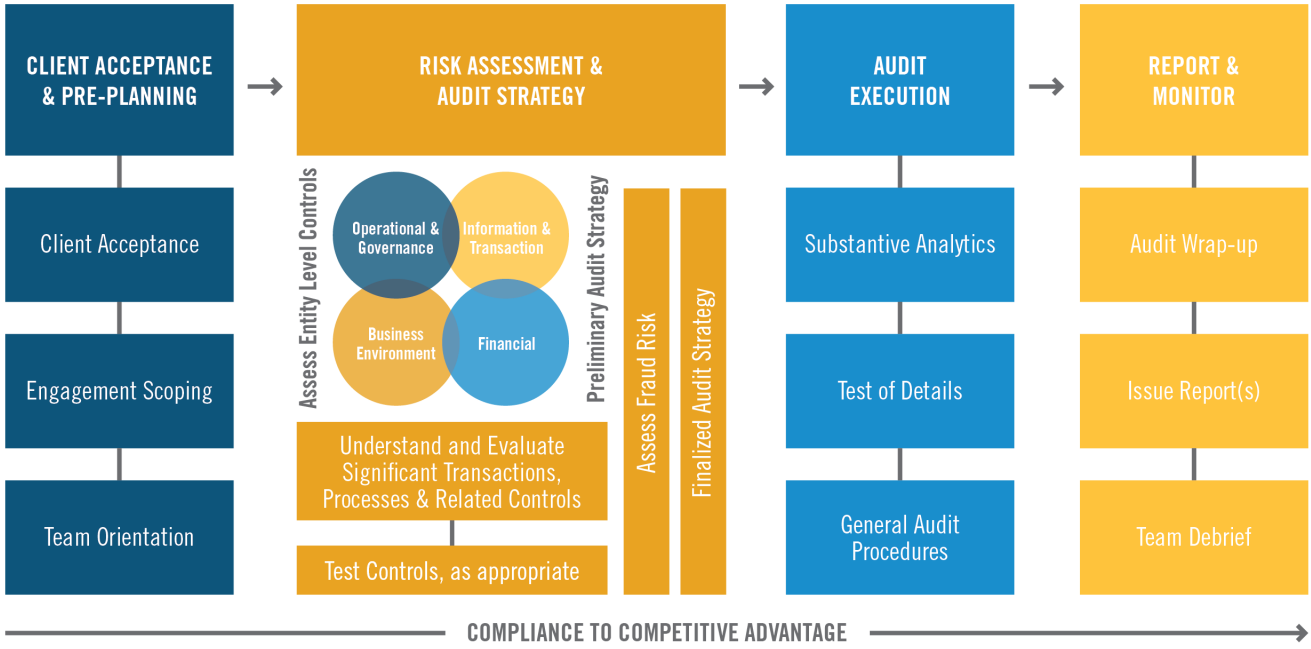
- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of Peace Crossing Community Development District's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.

CRI AUDIT APPROACH*

Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.



CRI AUDIT APPROACH*

STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
  - environmental and other external risks,
  - management's fraud and IT risk assessment models,
  - entity level controls including:
    - control environment
    - risk assessment,
    - information and communication,
    - and monitoring controls.
  - IT General Computer (ITGC) controls, such as
    - IT Environment
    - Developing and Delivering IT, and
    - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
  - linkage of financial statements to:
    - significant transactions,
    - processes,
    - IT systems, and
    - related controls,
  - existence of/reliance on SOC entities and their reports,
  - internal audit, and
  - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
  - inquiry,
  - observation
  - examination, and
  - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
  - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details): Examples include:
    - ratio analysis,
    - regression analysis,
    - trend analysis,
    - predictive tests, or
    - reasonableness test,
  - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
  - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
  - commitments and contingencies,
  - legal letters,
  - management representations,
  - reviews of Board minutes,
  - related party transactions,
  - debt covenants, and
  - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
  - reports,
  - required communications,
  - management letter comments, and
  - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
  - engagement team, and/or
  - client's team.

APPENDIX A - RFP DOCUMENTS

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Peace Crossing Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for two additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Lake Wales, Florida, and has an annual operating budget of approximately $86,290. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Peace Crossing Community Development District." Proposals must be received by 12:00 p.m. on March 14, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Peace Crossing Community Development District

Request for Proposals

District Auditing Services for Fiscal Year 2024
City of Lake Wales, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 14, 2025** at **12:00 p.m.**, at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Peace Crossing Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6CIII

Peace Crossing Community Development District

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants

2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833

591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952

Contact:

Jim Hartley, CPA
Principal

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DMHB **DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

Peace Crossing
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Peace Crossing Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➢ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria

- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews

- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

- ***Professional Staff Resources (Continued)***

  - Audits of franchise fees received from outside franchisees
  - Preparation of annual reports to the State Department of Banking and Finance
  - Audits of Internal Controls – Governmental Special Project
  - Assistance with Implementation of current GASB pronouncements

- ***Current and Near Future Workload***

  In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

- ***Identification of Audit Team***

  The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

  The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

  A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

  Jim Hartley, CPA – Engagement Partner (resume attached)
  Will assist in the field as main contact

  Jay McBee, CPA – Technical Reviewer (resume attached)

  Christine Kenny, CPA – Senior (resume attached)

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall's Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Christine M. Kenny, CPA

Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining "best practice" accounting policies and procedures.
Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall's Point, and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

- ***Governmental Audit Experience***

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

- ***Procedures for Ensuring Quality Control & Confidentiality***

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

- ***Independence***

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

- ***Independence (Continued)***

  - Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
  - ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
  - Chapter 21A-21, Florida Administrative Code
  - Section 473.315, Florida Statutes
  - Government Auditing Standards, issued by the Comptroller General of the United States

- ***Computer Auditing Capabilities***

  DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

  We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

  - Understand the computer control environment's effect on internal controls
  - Conclude on whether aspects of the environment require special audit attention
  - Make preliminary determination of comments for inclusion in our management letter

  This evaluation includes:

  - System hardware and software
  - Organization and administration
  - Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	**Jim Hartley**			√	**250-300**
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	**Mark Barnes**		√	√	**800**
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	**Jim Hartley**	√	√	√	**600**
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	**Jim Hartley**			√	**100**
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	**Jay McBee**				**60**
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	**Jay McBee**				**60**
Tradition Community Development District 1-10 Alan Mishlove,District Finance Manager (407)382-3256	2002 - current	√	**Jim Hartley**			√	**350**
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**

TECHNICAL APPROACH

a. ***An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:

   a. Rules of the Auditor General for form and content of governmental audits
   b. Regulations of the State Department of Banking and Finance
   c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.

2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
I. Planning Phase:							
Meetings and discussions with Peace Crossing Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
II. Detailed Audit Phase:							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
III. Closing Phase:							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
IV. Reporting Phase:							
Review or assist in preparation of financial statement for Peace Crossing Community Development District							
Prepare management letter and other special reports							
Exit conference with Peace Crossing Community Development District officials and management							
Delivery of final reports							

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Peace Crossing Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Peace Crossing Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Peace Crossing Community Development District as follows:

September 2024	$ 2,850
September 2025	$ 3,100
September 2026	$ 3,250
September 2027	$ 3,500
September 2028	$ 3,600

In years of new debt issuance fees may be adjusted as mutually agreed upon.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6CIV

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

PEACE CROSSING

Community Development District

Proposal Due: March 14, 2025
12:00PM

Submitted to:
Peace Crossing
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:
Antonio J. Grau, Partner
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, Florida 33431
Tel (561) 994-9299
(800) 229-4728
Fax (561) 994-5823
tgrau@graucpa.com
www.graucpa.com

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

March 14, 2025

Peace Crossing Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for two additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Peace Crossing Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners

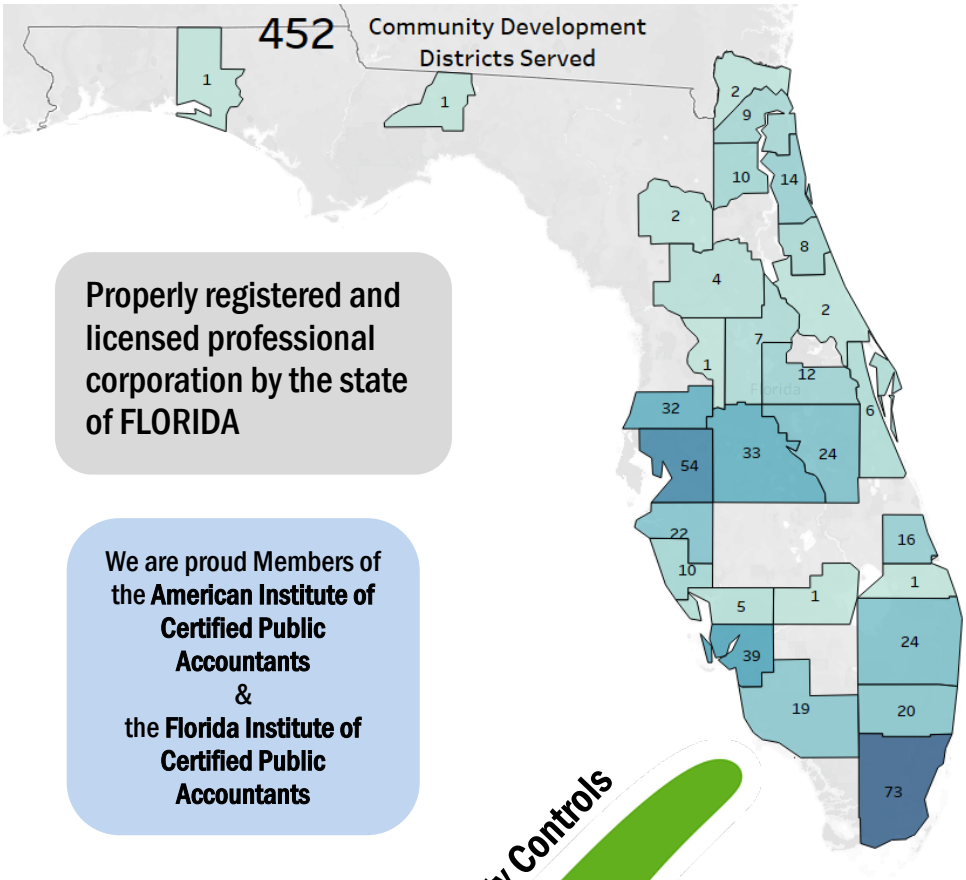
11 Professional Staff

2 Administrative Professionals



2005

Year founded



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Services Provided





⇒ External quality review program: consistently receives a pass

⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

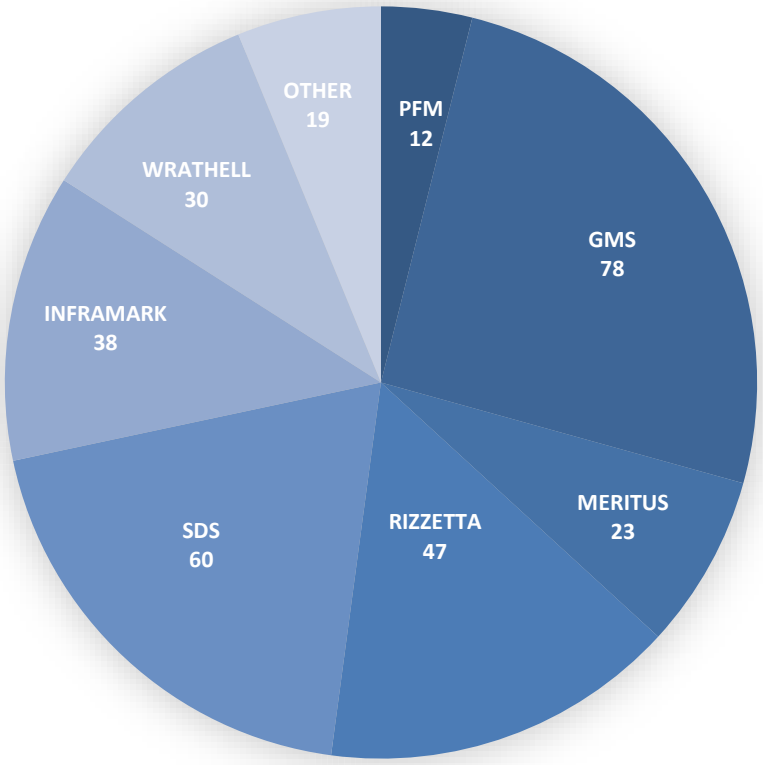
cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

Firm & Staff Experience

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)
Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)
Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."
- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."
-David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony 'J. Grau, CPA
Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District
St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member
Florida Government Finance Officers Association
Government Finance Officers Association Member

Professional Education *(over the last two years)*

Course	***Hours***
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	93 (*includes of 4 hours of Ethics CPE)*



David Caplivski, CPA/CITP, Partner

Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
Master of Accounting
Nova Southeastern University (2002)
Bachelor of Science
Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
AICPA Certified Information Technology Professional (2018)
AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served *(partial list)*

(>300) Various Special Districts
Aid to Victims of Domestic Abuse
Boca Raton Airport Authority
Broward Education Foundation
CareerSource Brevard
CareerSource Central Florida 403 (b) Plan
City of Lauderhill GERS
City of Parkland Police Pension Fund
City of Magnolia Island GERS
Coquina Water Control District
Central County Water Control District
City of Miami (program specific audits)
City of West Park
Coquina Water Control District
East Central Regional Wastewater Treatment Facl.
East Naples Fire Control & Rescue District
Hispanic Human Resource Council
Loxahatchee Groves Water Control District
Old Plantation Water Control District
Pinetree Water Control District
San Carlos Park Fire & Rescue Retirement Plan
South Indian River Water Control District
South Trail Fire Protection & Rescue District
Town of Haverhill
Town of Hypoluxo
Town of Hillsboro Beach
Town of Lantana
Town of Lauderdale By-The–Sea Volunteer Fire Pension
Town of Pembroke Park
Village of Wellington
Village of Golf

Professional Education (over the last two years)

Course	**Hours**
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	88 (*includes 4 hours of Ethics CPE)*

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

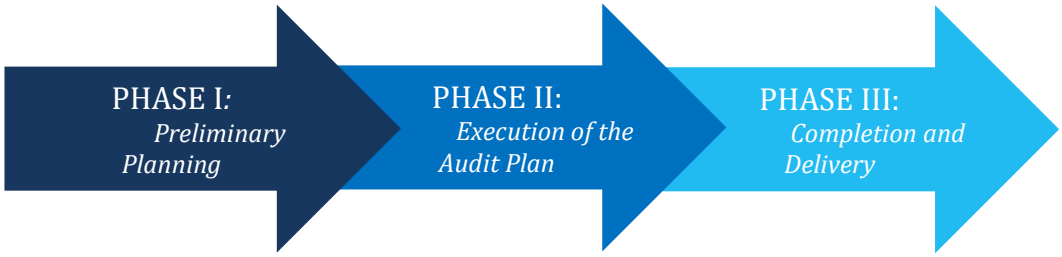
AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm*** *and* ***we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but*** *will* ***exceed those expectations***. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- Read minutes of meetings;
- Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- Obtain an understanding of fraud detection and prevention systems;
- Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- Perform final analytical procedures;
- Review information and make inquiries for subsequent events; and
- Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

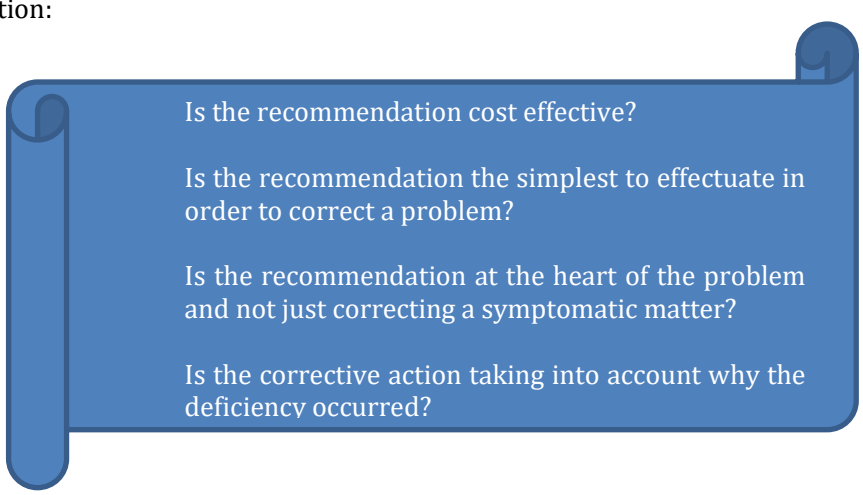
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- Significant audit adjustments;
- Significant deficiencies or material weaknesses;
- Disagreements with management; and
- Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2026 are as follows:

Year Ended September 30,	Fee
2024	$2,800
2025	$2,900
2026	$3,000
TOTAL (2024-2026)	**$8,700**

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by $1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	**491**	**5**	**4**	**484**	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current Arbitrage Calculations

We look forward to providing Peace Crossing Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on www.graucpa.com.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6D

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Carr, Riggs & Ingram, L.L.C.						
DiBartolomeo, McBee, Hartley & Barnes, P.A.						
Grau & Associates						

NOTES:

Completed by: _____ Date: _____

Board Member's Signature

_____

Printed Name of Board Member

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

9

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/03/2025**

Approved as to Form:

By: _____

Attorney for District

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	$ 5,593	$ -	$ -	$ 5,593
Investments			-	
Reserve	-	1,701,158	-	1,701,158
Construction	-	-	20,850,010	20,850,010
Cost of issuance	-	5,986	-	5,986
Due from Landowner	17,886	-	-	17,886
Total assets	$ 23,479	$1,707,144	$20,850,010	$22,580,633
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 17,227	$ -	$ -	$ 17,227
Contracts payable	-	-	748,824	748,824
Retainage payable	-	-	52,461	52,461
Landowner advance	6,000	-	-	6,000
Total liabilities	23,227	-	801,285	824,512
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	17,886	-	-	17,886
Total deferred inflows of resources	17,886	-	-	17,886
Fund balances:				
Restricted for:				
Debt service	-	1,707,144	-	1,707,144
Capital projects	-	-	20,048,725	20,048,725
Unassigned	(17,634)	-	-	(17,634)
Total fund balances	(17,634)	1,707,144	20,048,725	21,738,235
Total liabilities, deferred inflows of resources and fund balances	$ 23,479	$1,707,144	$20,850,010	$22,580,633

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 6,818	$ 24,129	$ 86,290	28%
Total revenues	6,818	24,129	86,290	28%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	18,000	48,000	38%
Legal	350	6,089	25,000	24%
Engineering	1,200	5,805	2,000	290%
Dissemination agent*	83	333	1,000	33%
Telephone	17	83	200	42%
Postage	35	273	500	55%
Printing & binding	42	208	500	42%
Legal advertising	-	1,884	1,750	108%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	398	750	53%
Meeting room rental	500	500	-	N/A
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	6,307	40,678	86,290	47%
Excess/(deficiency) of revenues over/(under) expenditures	511	(16,549)	-	
Fund balances - beginning	(18,145)	(1,085)	-	
Fund balances - ending	$ (17,634)	$ (17,634)	$ -	

*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 FEBRUARY 28, 2025

	Current Month	Year To Date
REVENUES		
Interest	$ 6,236	$ 17,559
Total revenues	6,236	17,559
EXPENDITURES		
Debt service		
Cost of issuance	-	241,088
Total expenditures	-	241,088
Excess/(deficiency) of revenues over/(under) expenditures	6,236	(223,529)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,405,573
Underwriter's discount	-	(474,900)
Transfer in	-	30,413
Total other financing sources	-	1,961,086
Net change in fund balances	6,236	1,737,557
Fund balances - beginning	1,700,908	(30,413)
Fund balances - ending	$ 1,707,144	$ 1,707,144

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year To Date
REVENUES		
Interest	$ 78,466	$ 221,485
Total revenues	78,466	221,485
EXPENDITURES		
Construction costs - Developer	992,658	1,466,392
Total expenditures	992,658	1,466,392
Excess/(deficiency) of revenues over/(under) expenditures	(914,192)	(1,244,907)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	21,339,428
Transfer out	-	(30,413)
Total other financing sources/(uses)	-	21,309,015
Net change in fund balances	(914,192)	20,064,108
Fund balances - beginning	20,962,917	(15,383)
Fund balances - ending	$ 20,048,725	$ 20,048,725

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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:

A. Core & Main [Lake Wales Spine Road, Civil Site Work $1,904,507.87]

B. Rinker [Lake Wales Spine Road $54,331.30]

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

ELEVENTH ORDER OF BUSINESS Acceptance of Unaudited Financial Statements as of October 31, 2024

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

TWELFTH ORDER OF BUSINESS Approval of Minutes

A. November 7, 2024 Special Public Meeting

B. November 7, 2024 Regular Meeting

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

THIRTEENTH ORDER OF BUSINESS Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Stantec Consulting Services, Inc.

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

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

- **NEXT MEETING DATE: January 9, 2025 at 11:00 AM**
  - **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

237
238
239
240
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 DEED[1]

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

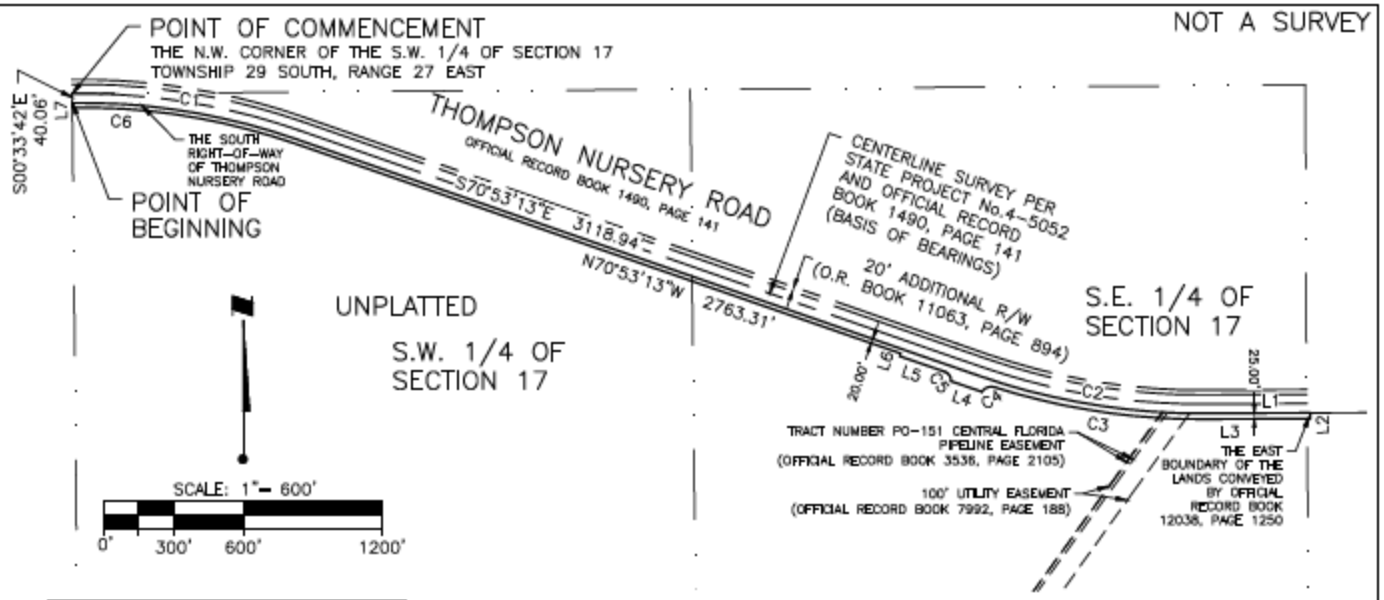
Exhibit A
Legal Description

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.

6112293_3

NOT A SURVEY



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'28"E	459.82'
L2	S00°41'10"E	25.00'
L3	S89°46'28"W	460.02'
L4	N70°53'06"W	139.25'
L5	N70°53'05"W	206.59'
L6	N19°06'55"E	12.00'
L7	N00°33'42"W	20.00'

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	19°54'25"	2824.79'	981.45'	976.52'	495.72'	S80°50'26"E
C2	19°20'18"	2904.79'	980.42'	975.77'	494.92'	S80°33'22"E
C3	17°50'50"	2929.79'	912.61'	908.92'	460.03'	N81°18'07"W
C4	73°02'25"	50.73'	64.67'	60.38'	37.57'	S71°06'06"W
C5	74°48'23"	39.74'	51.88'	48.27'	30.39'	N33°41'43"W
C6	19°54'31"	2804.79'	974.58'	969.69'	492.25'	N80°50'29"W

Saved: 4/3/2024 3:08:37 PM DSHEEL | Plotted: 4/04/2024 10:33:43 AM DSHEEL | U:\215617414\Survey\Drawings\215617414_add_RW.dwg layout1

Stantec
777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602
800.643.4336 • T 813-234-555 • F 813-223-4555 • www.Stantec.com
Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866

SCALE:	1"=600'
DSN TECH:	JDG
SEC-TWP-RGE:	17 29S 27E
TITLE:	PARCEL SKETCH & DESCRIPTION
PROJ:	ADDITIONAL RIGHT-OF-WAY
CLIENT:	LAKE WALES PROPERTY HOLDINGS, LLC
PROJECT NO:	215617414
INDEX NO:	add_rw
DATE:	4/1/2024
SHEET NO:	1 OF 2

REV. NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/CHK'R

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

Bio-Tech Consulting
Environmental and Permitting
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
	11-07	GT Updated Survey	2,400.00	2,400.00		0	0.00%	0.00
1/28/2025	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

We appreciate your business!

Current Charges	$32,010.00
Payments/Credits	$0.00
Invoice Total	$32,010.00

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: Mark Ausley
Its: Bio-Tech
Date: 1/27/25

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

By:
Its: Vice Chair
Date: 1/29/25

EXHIBIT A

Bio-Tech Consulting
Environmental and Permitting

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

info@bio-techconsulting.com www.bio-techconsulting.com

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

[1]

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.

Bio-Tech Consulting
Environmental and Permitting

[illegible]

SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices willshow 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), petroleumproducts, 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

Bio-Tech Consulting
Environmental and Permitting

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.

Bio-Tech Consulting
Environmental and Permitting

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.

Bio-Tech Consulting
Environmental and Permitting

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS III

Docusign Envelope ID: E50DC1B8-9599-4183-B2CF-50B562B292D7

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

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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

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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

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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

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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

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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

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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

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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:

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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

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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]

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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...

1/21/2025

Craig Wrathell
Secretary

Ernesto J Torres
Assistant

DocuSigned by:
FD4E4EA61C97494...

Vice Chair

Chair / Vice Chair

G-A-I CONSULTANTS, INC.

Andre R Sutherland

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

Witness

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**

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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

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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.

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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

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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.

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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 $50yd^3$ 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

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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

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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.

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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

By: _____
Authorized Representative of District
Date: _____

Sincerely,
GAI Consultants, Inc.

_____
By: _____
Its: _____

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Exhibit 1

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

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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 IVa

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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:

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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

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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

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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	

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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

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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.

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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).

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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:	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.*

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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]

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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
Secretary

Ernesto J, Torres
Assistant Secretary

DocuSigned by:
FD4E4EA61C97494...

Kevin Mays, Vice Chairman
Chair / Vice Chair

WSB LLC

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...

Witness

DocuSigned by:
AE2AA8BDC27AF...

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**

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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

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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.

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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

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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.

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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 $50yd^3$ 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

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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

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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.

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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

By: _____
Authorized Representative of District
Date: _____

Sincerely,
WSB LLC

_____
By:
Its: _____

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Exhibit 1

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

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EXHIBIT C

RATE SCHEDULE

wsb

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 IVb

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AGREEMENT BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT AND WSB, LLC, FOR CONSTRUCTION ENGINEERING & INSPECTION ("CEI") SERVICES FOR LAKE WALES SPINE ROAD PROJECT

THIS AGREEMENT made and entered into this 11 day of February 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 6200 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 for the Lake Wales Spine Road project ("Project"); and

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

WHEREAS, the District's Governing Board ranked Professional as the most qualified firm to provide 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 perform CEI services in connection with the construction of the Project; and

WHEREAS, the Professional shall serve as District's representative for the 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

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The Professional will provide CEI services, including:

1. The Services listed on **Exhibit A**, attached hereto; and

2. Any other items requested by the District Board.

Article 2. Method of Authorization. Each service not listed on Exhibit A 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 additional service bring authorized ("Work Authorization") in substantially the form attached hereto as **Exhibit B**. Authorization of additional services shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be a total lump sum of $350,000.00 to be paid monthly in direct proportion to the work accomplished. Notwithstanding anything to the contrary in **Exhibit A** or any other document, no payments exceeding the total lump sum of $350,000.00 shall be authorized or made without the District's prior written approval. The Professional shall 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 Professional shall actively track the hours of work expended and, with each monthly pay application submitted to the District, provide a detailed report that includes the hours worked, the value of work completed, and the remaining balance of the lump sum. 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. For additional services where the scope of services is not clearly defined or recurring services or other project where the District desires the use of hourly compensation, the hourly compensation rates outlined in **Exhibit C** are applicable. The District and Professional may agree to a "not to exceed" amount when utilizing hourly compensation 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.

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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, 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,

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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

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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, Lake Wales II Property Holdings, LLC, Lake Wales III 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

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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, Lake Wales II Property Holdings, LLC, Lake Wales III 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

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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).

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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

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If to Professional: WSB, LLC
6200 Hazeltine National Drive, Suite 116
Orlando, Florida 32822
Attn: Robert Mizell

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*.

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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]

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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

2/13/2025

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...

~~Craig Wrathell~~ Ernesto Torres
Secretary Assistant

DocuSigned by:
ED4E4EA61C07494...

Vice Chair
Chairman

Chair / Vice Chair

WSB, LLC

Witness

By: Robert Mizell

Its: Vice President

Exhibit A **Scope Services**

Exhibit B **Form of Work Authorization**

Exhibit C **Rate Schedule**

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EXHIBIT A

EXHIBIT A

SCOPE OF SERVICES

Project Understanding

The subject project is the construction of Lake Wales Spine Road - Phase 1, approximately 7,400 LF new 4-lane divided roadway with a raised landscape median. Other construction elements include four roundabouts, new water and sewer mains, stormwater pipes, lakes/stormwater management facilities, and associated landscape, irrigation, hardscape, monumentation, power, along with a new intersection at Thompson Nursery Road and other incidental work.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, PROFESSIONAL will perform the following described Scope of Services:

Task 1 – Construction Administration and Construction Engineering Services

1.1 Project Administration/Project Inspection Duties

The scope of services is to provide project administration and periodic inspection for the expected work which includes the following: pipe installation, water and sewer pipe installation, excavation and embankment, asphalt paving, associated landscape, irrigation, hardscape, monumentation, power and other incidental construction. Administrative and inspection review efforts will be directed at critical work activities that require onsite inspection for verification of compliance with the contract documents, through periodic onsite visits and administrative review.

Services provided will comply with all applicable State and Local requirements and will include the following:

- Review and advise the Client with respect to the Construction Documents, and other matters related to the construction, operation, and use of the Project. (CEI Project Administrator / Engineer performs these tasks).
- Monitor the progress of construction including, but not limited to required pre-construction documentation, required closeout documentation, and assist in the process of shop drawings review. *[District Engineer responsible for review and approval].* Determine frequency of inspection necessary to "monitor" the progress of construction, including but not limited to on-site Inspection Staff that develops a daily work report of the Contractor's activities including but not limited to labor, equipment, materials, and any accidents; as well as any third-party activities from municipalities, utility owners, and environmental agencies.
- Review and sign-off on each Disbursement Request and any change orders. (CEI Project Administrator / Engineer performs these tasks).
- Review and advise the Client on any contractor requested change orders for additional payment; significant change orders and schedule changes would require District Engineer support/input and/or collaboration. (CEI Project Administrator / Engineer performs these tasks).
- Create periodic reports (as may be directed by Client). (CEI Project Administrator / Engineer performs these tasks).
- Conduct field inspections or other investigations when required. (CEI Inspection Staff performs these tasks and CEI Project Administrator / Engineer provides support to CEI Inspection Staff as needed) (e.g., the CEI Inspection Staff should monitor the removal of unsuitable subsoil material to ensure all is removed from beneath the roadway envelope or to an acceptable depth approved by the CEI Project Administrator / Engineer).
- Communicate and coordinate with project engineers, Client, and contractor personnel. (CEI Project Administrator / Engineer performs these tasks).
- Produce certification(s) that the construction was performed in substantial conformance with the approved plans and specifications, in form(s) satisfactory to the Client. (CEI Project Administrator / Engineer performs these tasks).
- Follow and support all site safety policies and procedures. (CEI Inspection Staff performs these tasks).
- PROFESSIONAL shall oversee overall construction and advise the Client as to the progress of the project, which includes reviewing and verifying materials meet the contract requirements and

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provide constructability comments and compliance with the applicable contract documents, verifying contractor's quality control test results are in substantial compliance with the contract documents and resolving monthly comments concerning materials testing sample results. (CEI Inspection Staff performs these tasks).

- Monitor all RFIs, RFCs and RFMs, coordinate with the Client, review change orders, and assist the Client, as requested, in examining the contractor's request for equitable payment for additional work. (CEI Project Administrator / Engineer performs these tasks).
- Review the contractor's monthly CPM Schedule for overall completion within the contract time and forward any comments to the Client. (CEI Project Administrator / Engineer performs these tasks).
- Overall scope of the work is to assist and represent the Client on construction related matters, and ensure the project moves forward effectively and efficiently as currently awarded.

2.1 Team Meetings

The CEI Project Administrator /Engineer shall attend pre-work meetings and bi-weekly progress meetings with the Client and/or the prime contractor to communicate the overall project challenges and issue resolution.

Additional Services

The PROFESSIONAL will provide Additional Services upon written requests from the Client. The scope and fee required for these services will be identified, negotiated, and supplemental agreement executed prior to the initiation of the professional service. Any services not specifically provided for in the above scope will be considered additional services. Additional services may be proposed by PROFESSIONAL and authorized by Client with an e-mail only and do not require a signature of Client.

Services Not Included

The following services are not included in this Agreement at this time:

- Contractor Quality Control
- Contractor Maintenance of Traffic requirements
- Post design related services
- Geotechnical Investigation
- Survey Services
- USACOE Permitting
- MUP Report Update/Modifications
- Landscape Services

Should work be required in these areas, or areas not previously described, PROFESSIONAL will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Reimbursable Expenses

In addition to the labor compensation, the PROFESSIONAL shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; application/filing fees; postage, and courier service charges; purchase of maps and similar documents. These direct expenses will be billed at cost.

Client Furnished Information

It is understood that PROFESSIONAL will perform services under the sole direction of the client. In the performance of these services, PROFESSIONAL will communicate its efforts with those of other project team members, the client's engineer, and other consultants, as required. The client shall provide PROFESSIONAL with project-related plans and contract documents as required to complete the proposed task. PROFESSIONAL will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

- Boundary and Topographic Survey will be provided by Client's Surveyor.
- Boundary and Topographic Survey layout will be the responsibility of the Prime Contractor.

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- Geotechnical Report will be provided by the Client's Geotechnical Engineer.
- The As-Bid Plan will be provided by the Client's Designer.
- Environmental Permits as provided by Client's Environmental Consultants.
- TWA Approved Master Utility Plan to be provided by the Client.

Schedule

PROFESSIONAL will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Assumptions and Understandings

PROFESSIONAL's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. PROFESSIONAL will work with the Client's environmental consultant on permit reviews for construction compliance. It is assumed the Client's Environmental Consultant has completed acquisition of the applicable permits permit from the representative permitting agencies.
2. Access to the project site(s) or other lands upon which PROFESSIONAL is to conduct any fieldwork will be available to PROFESSIONAL personnel for the duration of the construction project.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for PROFESSIONAL's scope of services and all criteria and/or specifications that PROFESSIONAL should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to PROFESSIONAL's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, PROFESSIONAL may rely upon such information.
6. Client will give PROFESSIONAL prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of PROFESSIONAL's performance.
7. Client will examine and provide comments and/or decisions with respect to any PROFESSIONAL interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with PROFESSIONAL in a timely and efficient manner.
9. PROFESSIONAL's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. PROFESSIONAL reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

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CEI CONSULTANT ESTIMATED STAFFING

WSB Project No.: Description: Peace Crossing CDD - Lake Wales - Spine Rd, Phase 1

Consultant: WSB LLC			2025												2026							Total Man Months	Total Man Hours
Personnel Classification	Name	Firm	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL		
			Pre	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Post		
Senior Project Engineer	Chris Hiehle, P.E	WSB	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.30	0.30	0.30	0.30	0.30	0.20	0.20	0.20	0.20	0.20	0.20	4.20	693.00
Senior Inspector	Luis Garcia	WSB	0.30	0.40	0.50	0.60	0.60	0.60	0.60	0.60	0.70	0.80	0.80	0.80	0.60	0.60	0.50	0.40	0.30	0.20	0.10	10.00	1650.00
Man Month Subtotal			0.40	0.60	0.70	0.80	0.80	0.80	0.80	0.80	1.00	1.10	1.10	1.10	0.90	0.80	0.70	0.60	0.50	0.40	0.30	14.20	2343.00
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL		

Contract Term: 19 Months

Notes:
Substantial Completion of Work shall be 342 days for Spine Road (Substantial Completion 11/9/2025) and 492 days for Thompson Nursey Road (Substantial Completion 4/8/2026). Final Completion to be achieved no later than 80 days after Substantial Completion. Total Duration 572 days (492+80). Contractor's base proposal: $12,274,272.02 plus Contractor's Alternative #2 proposal of $6,024,635.24 for a Total Cost of $18,298,907.26.
CEI estimate based on 165-man hours per month and includes 30 days prior commencement of construction and 30 days after Final Completion.

CEI CONSULTANT FEE ESTIMATE

Personnel Classification	Name	Firm	Total Man Months	Total Man Hours	CEI Loaded Rate	Total Amount
Senior Project Engineer	Chris Hiehle, P.E	WSB	4.20	693.00	$ 242.00	$ 167,706.00
Senior Inspector	Luis Garcia	WSB	10.00	1650.00	$ 114.00	$ 188,100.00
					CEI LUMP SUM FEE	$ 355,806.00
					CONSTRUCTION AMOUNT	$ 18,298,907.26
					PERCENTAGE OF CONSTRUCTION COST	1.94%

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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 _____ ___, 2025 ("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

By: _____
Authorized Representative of District
Date: _____

Sincerely,
WSB, LLC

_____
By: _____
Its: _____

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Exhibit 1

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

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EXHIBIT C

RATE SCHEDULE

wsb

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 it 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

Witness #1
Kevin Kramer
Print Name of Witness #1

Witness #2
Justin Onorato
Print Name of Witness #2

Peace Crossing Community Development

By: Noah Breakstone
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.

ERNESTO J. TORRES PEREZ
Notary Public - State of Florida
Commission # HH 276484
My Comm. Expires Jun 14, 2026
Bonded through National Notary Assn.

Ernesto J Torres
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 ½ OF THE NW ¼ AND THE EAST ½ OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3: THE S ½ 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 ½ OF THE NE 1/4 , WEST OF HIGHWAY AND THE NE ¼ OF THE NW ¼, LESS EAST 1034 FEET OF SOUTH 1020 FEE AND THE W ½ OF THE NW ¼ AND THE NW ¼ OF THE SW ¼ AND THE SW ¼ OF THE SW ¼, 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 ½ OF THE SE ¼ OF THE SE ¼ AND LESS ROAD RIGHT-OF-WAY.

PARCEL 7: THE N ½ OF THE NE ¼ OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, NORTH OF CANAL.

PARCEL 8: THE E ½ OF THE SE 1/4 OF THE SW ¼, 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 ½ FO THE NE ¼ 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 ½ OF THE NE ¼ FO THE NW ¼ OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, PLK COUNTY, FLORIDA.

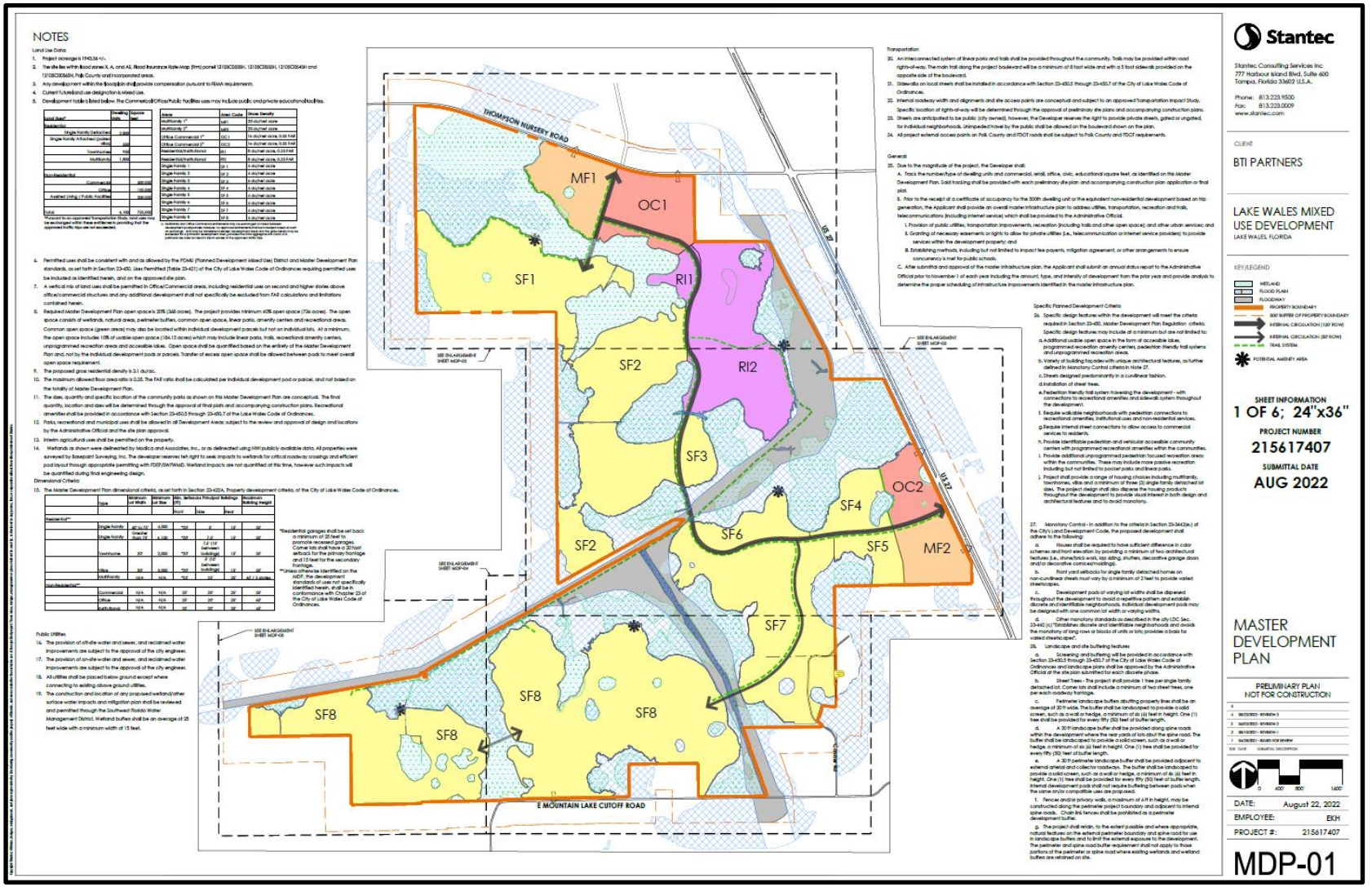
TOGETHER WITH:

THE SE ¼ OF THE NW ¼; AND THE EN 1*4 OF THE SW ¼; ALL BEING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

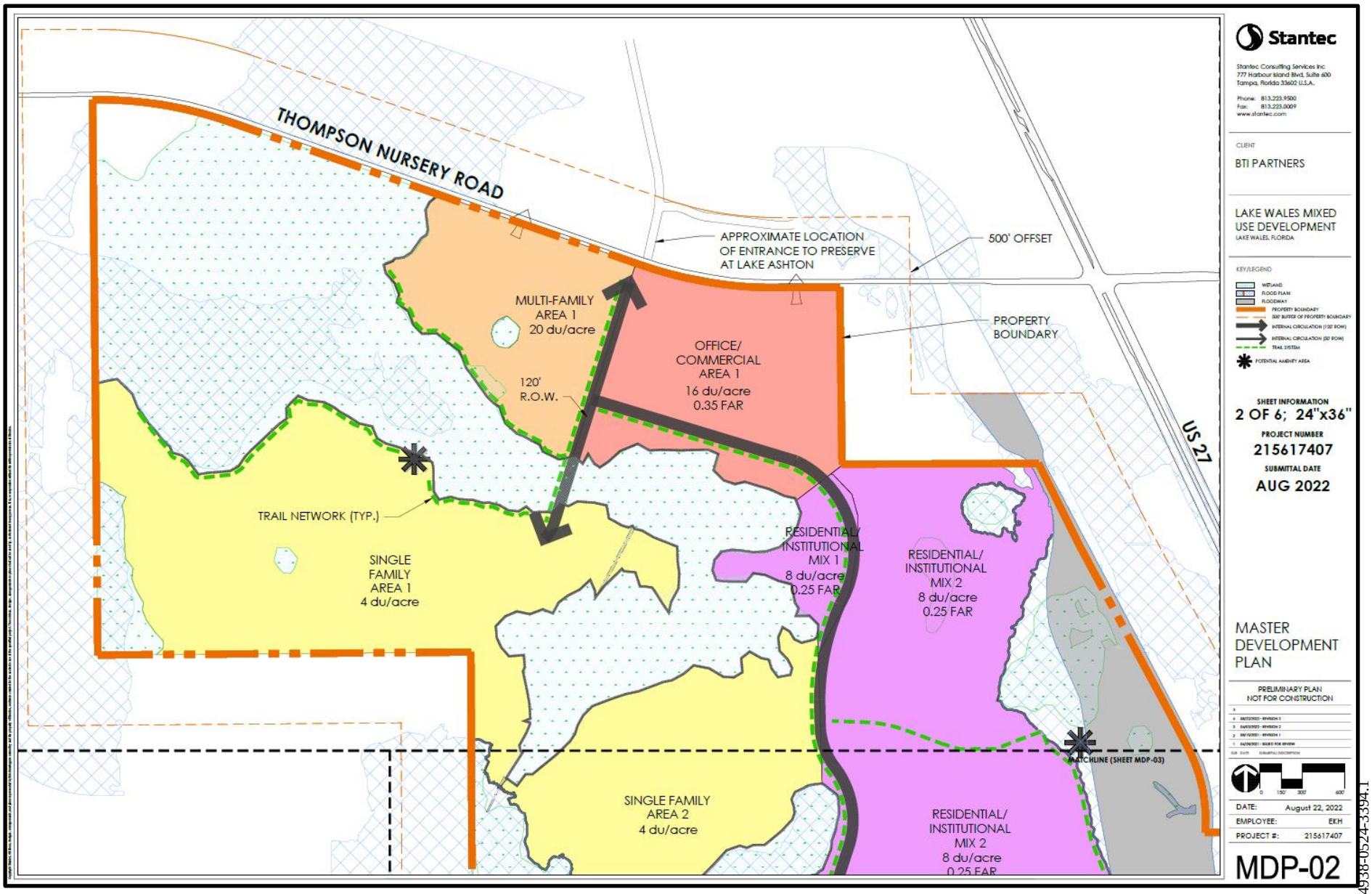
LESS AND EXCEPT THAT PROPERTY CONVERED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORD BOOK 3184, PAGE 2293 AND OFFICIAL RECORD BOOK 3872, PAGE 2035, PUBLIC RECORDS OF THE POLK COUNTY, FLORIDA..

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

Exhibit B – Project Site Plan



4938-0524-3394.1



Stantec

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
FLOODWAY
PROPERTY BOUNDARY
500' BUFFER OF PROPERTY BOUNDARY
INTERNAL CIRCULATION (100' ROW)
INTERNAL CIRCULATION (50' ROW)
TRAIL SYSTEM
POTENTIAL AMENITY AREA

SHEET INFORMATION
2 OF 6; 24"x36"

PROJECT NUMBER
215617407

SUBMITTAL DATE
AUG 2022

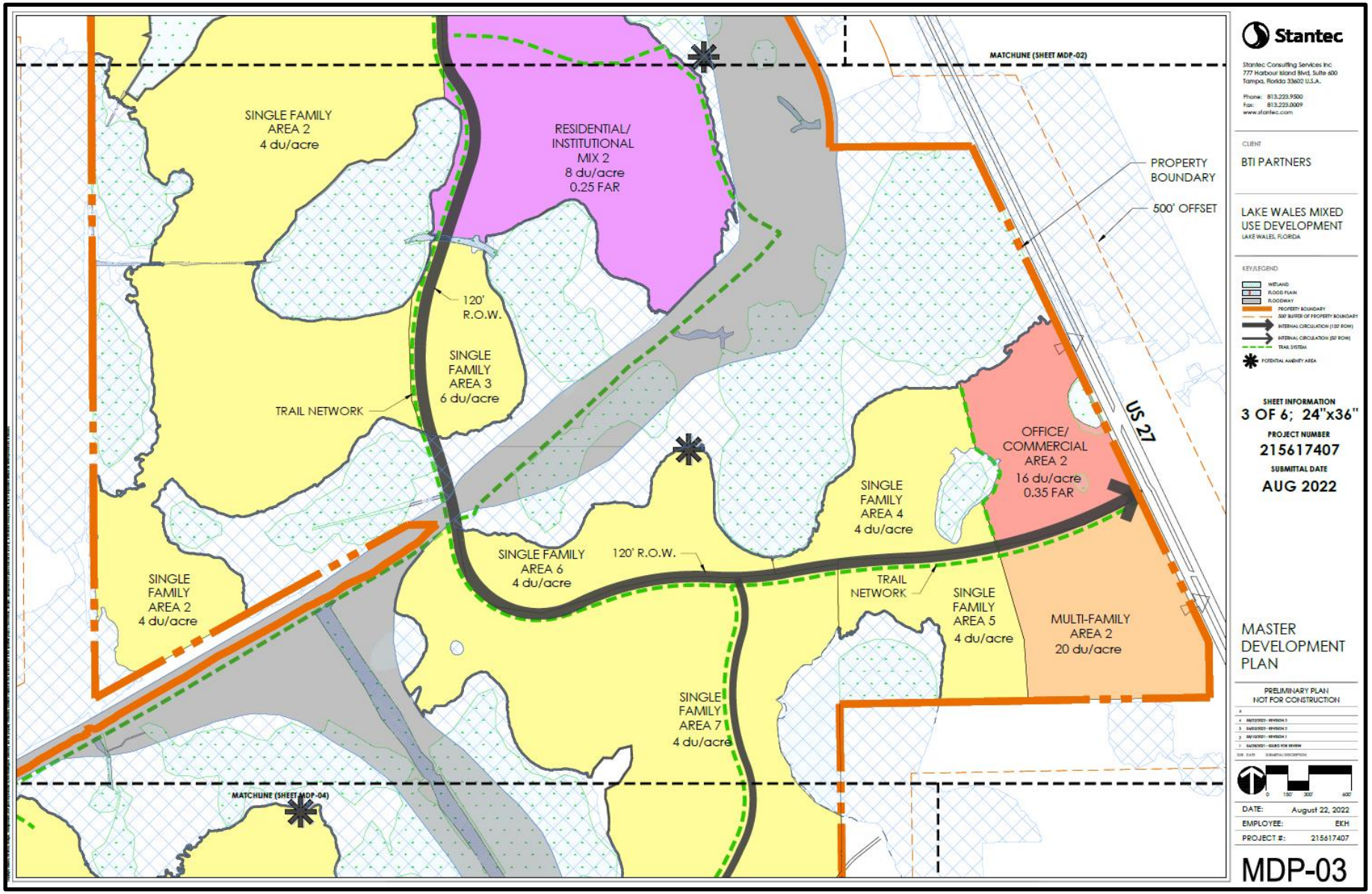
MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

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

MDP-02

4938-0524-3394.1



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LAKE WALES MIXED USE DEVELOPMENT
LAKE WALES, FLORIDA

KEY/LEGEND
WETLAND
FLOOD PLAIN
FLOODWAY
PROPERTY BOUNDARY
500' BUFFER OF PROPERTY BOUNDARY
INTERNAL CIRCULATION (100' ROW)
INTERNAL CIRCULATION (80' ROW)
TRAIL SYSTEM
POTENTIAL AMENITY AREA

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

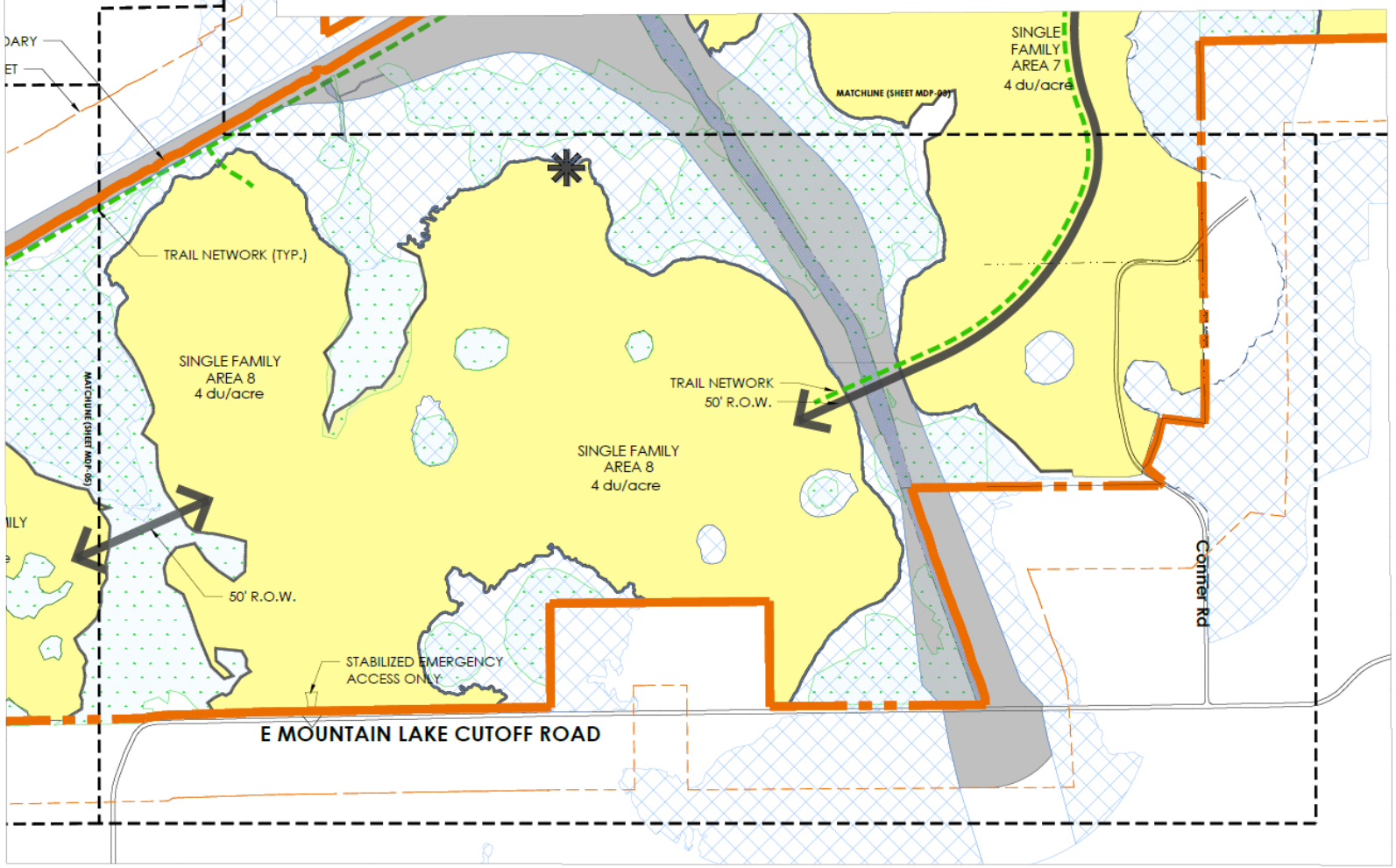
MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

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

MDP-03

4938-0524-3394.1



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LAKE WALES MIXED USE DEVELOPMENT
LAKE WALES, FLORIDA

KEY/LEGEND
WETLAND
FLOOD PLAIN
FLOODWAY
PROPERTY BOUNDARY
50' BUFFER OF PROPERTY BOUNDARY
INTERNAL CIRCULATION (100' ROW)
INTERNAL CIRCULATION (50' ROW)
TRAIL SYSTEM
AMENITY AREA

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

MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

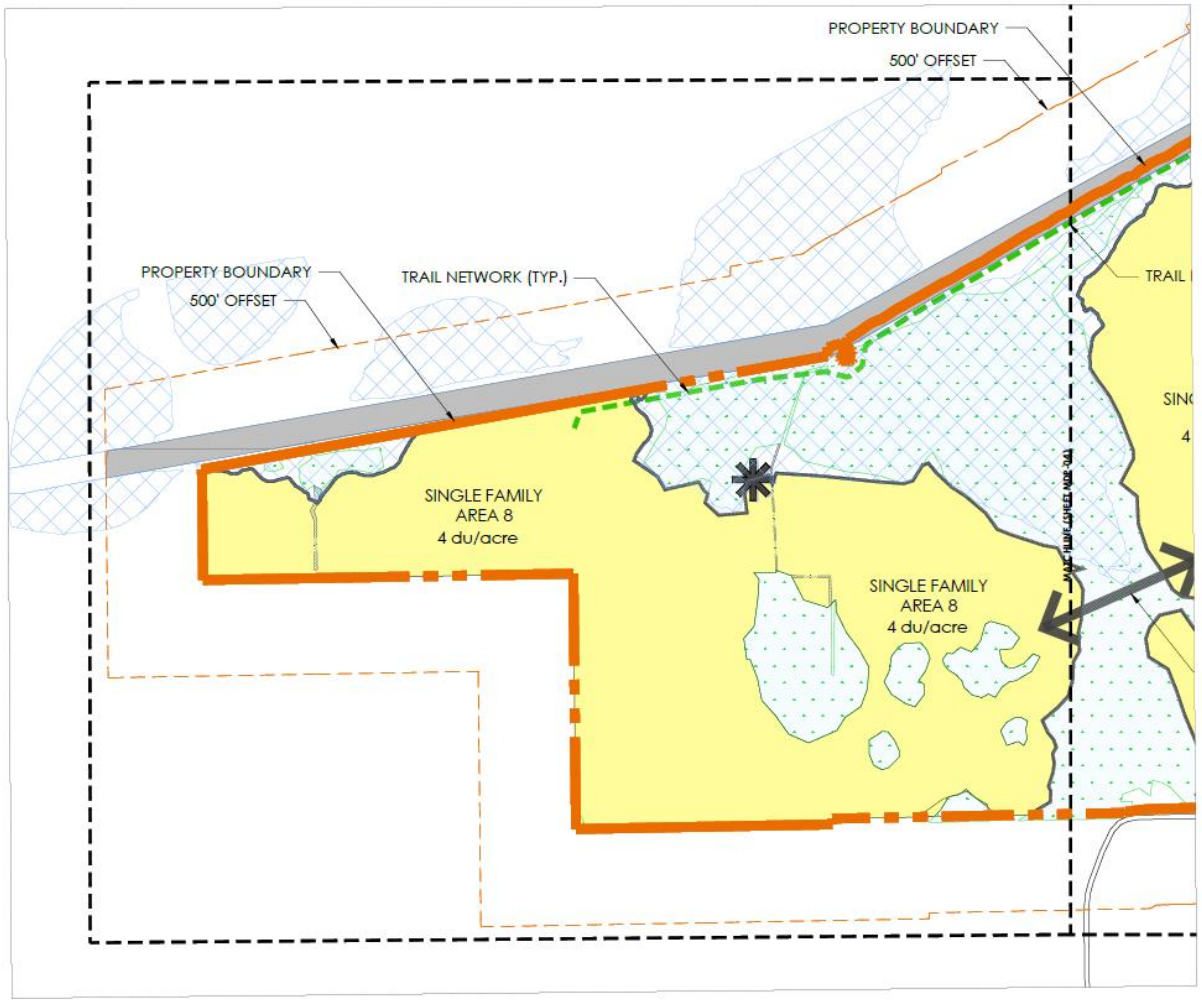
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3	04/01/2022	REVISION 2
2	09/10/2021	REVISION 1
1	04/28/2021	ISSUED FOR REVIEW

0 150 300 600

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

MDP-04

4938-0524-3394.1



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BTI PARTNERS

LAKE WALES MIXED USE DEVELOPMENT

LAKE WALES, FLORIDA

KEY/LEGEND

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

SHEET INFORMATION
5 OF 6; 24"x36"

PROJECT NUMBER
215617407

SUBMITTAL DATE
AUG 2022

MASTER DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

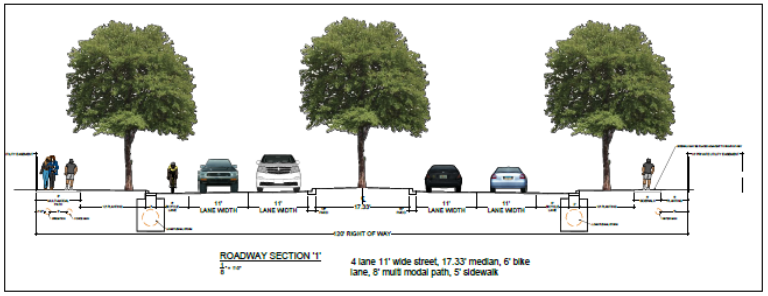
A		
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3	06/02/2022	REVISION 2
2	09/10/2021	REVISION 1
1	06/28/2021	ISSUED FOR REVIEW
NO.	DATE	SUBMITTAL DESCRIPTION

0 150' 300' 600'

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

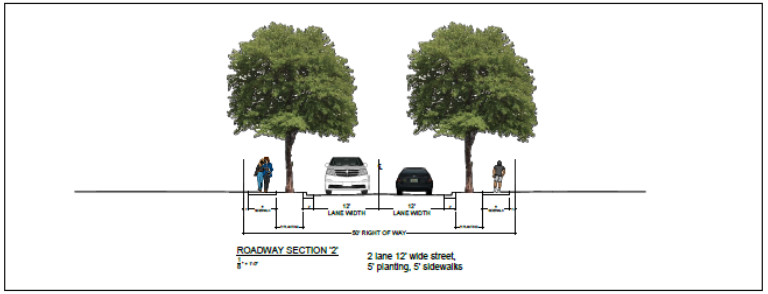
MDP-05

4938-0524-3394.1



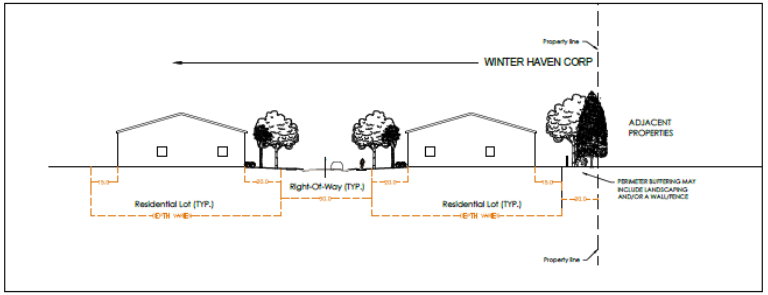
ROADWAY SECTION '1'
1" = 10'

4 lane 11' wide street, 17.33' median, 6' bike lane, 8' multi modal path, 5' sidewalk



ROADWAY SECTION '2'
1" = 10'

2 lane 12' wide street, 5' planting, 5' sidewalks



LEGAL DESCRIPTION

PARCEL 1: All of Section 17, Township 29 South, Range 27 East, Polk County, Florida Less Right of Of 17A.
PARCEL 2: The N 1/2 of the NW 1/4 and the East 1/2 of Section 20, Township 29 South, Range 27 East, Polk County, Florida.
PARCEL 3: The S 1/2 of Section 21, Township 29 South, Range 27 East, Polk County, Florida, East of Hole 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 the Right-of-Way of Highway No. 27.
PARCEL 5: The N 1/2 of the NE 1/4 of Section 28, West of Highway and the NE 1/4 of the NW 1/4, LESS East 1320 feet of South 1320 feet and the N 1/2 of the SW 1/4 and the SW 1/4 of the SW 1/4, and the SW 1/4 of the SW 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, South of Hole canal, LESS S 1/2 of the SE 1/4 of the SE 1/4 and LESS Road right-of-way.
PARCEL 7: The N 1/2 of the NE 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, Lying West of Canal.
PARCEL 8: The E 1/2 of the SE 1/4, South of Canal and the NW 1/4 of the NE 1/4, South of Canal and the NE 1/4 of the SW 1/4, South of Canal, LESS the West 760 feet all in Section 30, Township 29 South, Range 27 East, Polk County, Florida.

Together with:
PARCEL 1: The East 1/2 of the NE 1/4 of the NW 1/4, LESS the North 200 feet thereof, in Section 28, Township 29 South, Range 27 East, Polk County, Florida.
PARCEL 2: The South 1320 feet of the East 374 feet of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 28, Township 29 South, Range 27 East, Polk County, Florida.

Together with:
The NE 1/4 of the NW 1/4, and the NE 1/4 of the SW 1/4, all being in Section 28, Township 29 South, Range 27 East, Polk County, Florida.
LESS AND EXCEPT that property conveyed to Polk County, recorded in Official Record Book 3163, Page 1, and Official Record Book 3672, Page 2005, Public Records of Polk County, Florida.
SUBJECT TO: the perpetual right-of-way for Canoe Road recorded in Map Book 33, Page 73-77, Public Records of Polk County, Florida.

ORDINANCE DATE

MAYOR - CITY OF LAKE WALES

CITY CLERK - CITY OF LAKE WALES

Stantec

Stantec Consulting Services Inc
777 Harbour Island Blvd, Suite 600
Tampa, Florida 33602 U.S.A.

Phone: 813.223.9500
Fax: 813.223.0009
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LAKE WALES MIXED USE DEVELOPMENT
LAKE WALES, FLORIDA

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

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

MASTER DEVELOPMENT PLAN DETAIL SHEET

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

NO	DATE	SUBMITTAL DESCRIPTION
4	08/22/2022	REVISION 3
3	04/01/2022	REVISION 2
2	03/10/2022	REVISION 1
1	02/28/2022	ISSUED FOR REVIEW

0 150 300 600

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

MDP-06

4938-0524-3394.1

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 swuare 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.

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

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

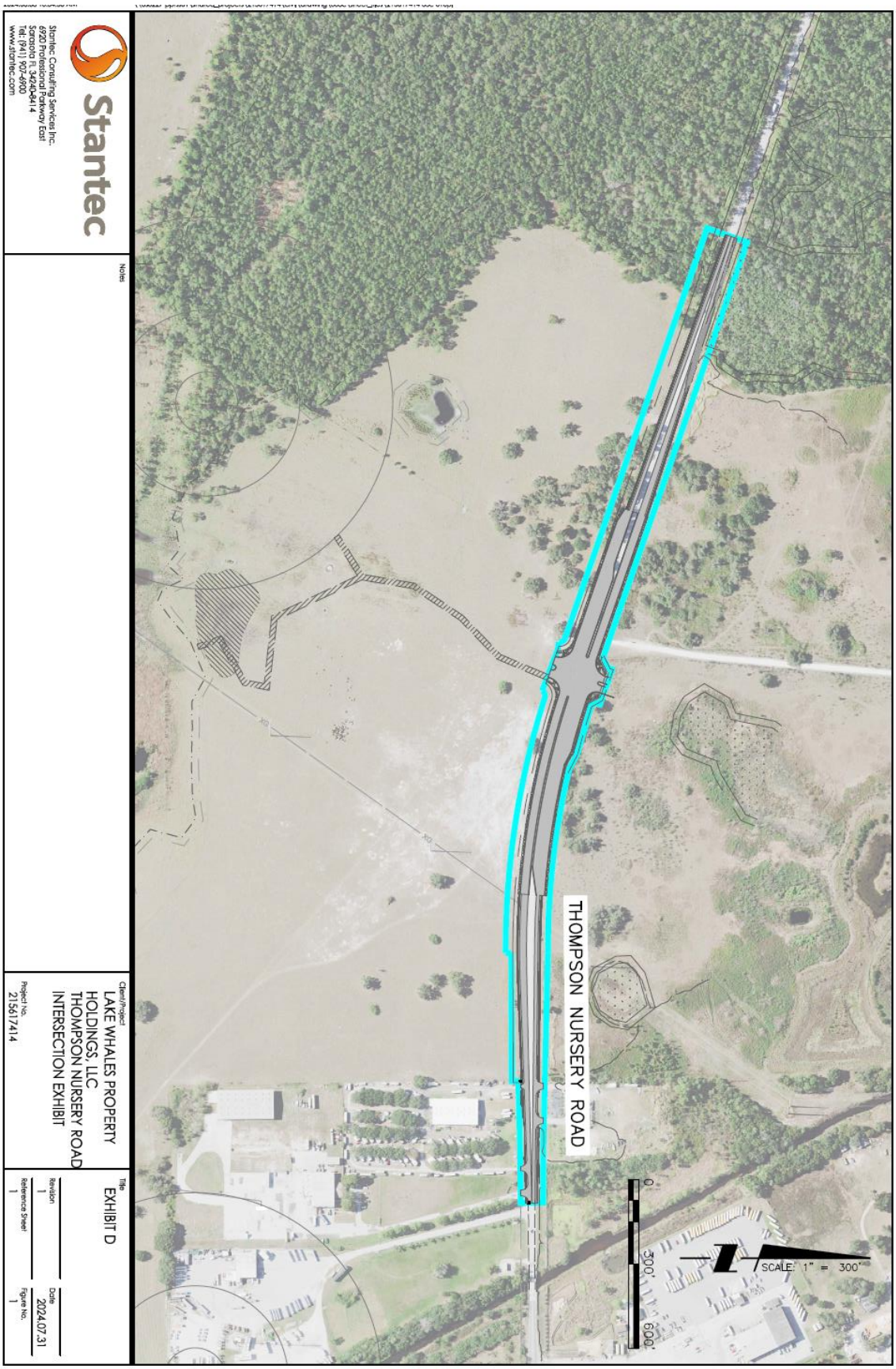


Exhibit E - Opinion of Probable Costs

Stantec

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.

Stantec

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
Handicap Ramps (w/detectable warnings)	8	EA	$1,655.32	$13,242.56
Drainage				
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
18" RCP	1,284	LF	$161.43	$207,276.12
~~Utilities~~				
12" Watermain	1,759	LF	$105.06	$184,800.54
12" Potable Gate Valve	3	EA	$5,600.[illegible]	$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
Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans Total =				**$6,024,635.24**

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

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

4938-0524-3394.1

Exhibit F- County/PCCDD Allocation Schedule

Stantec

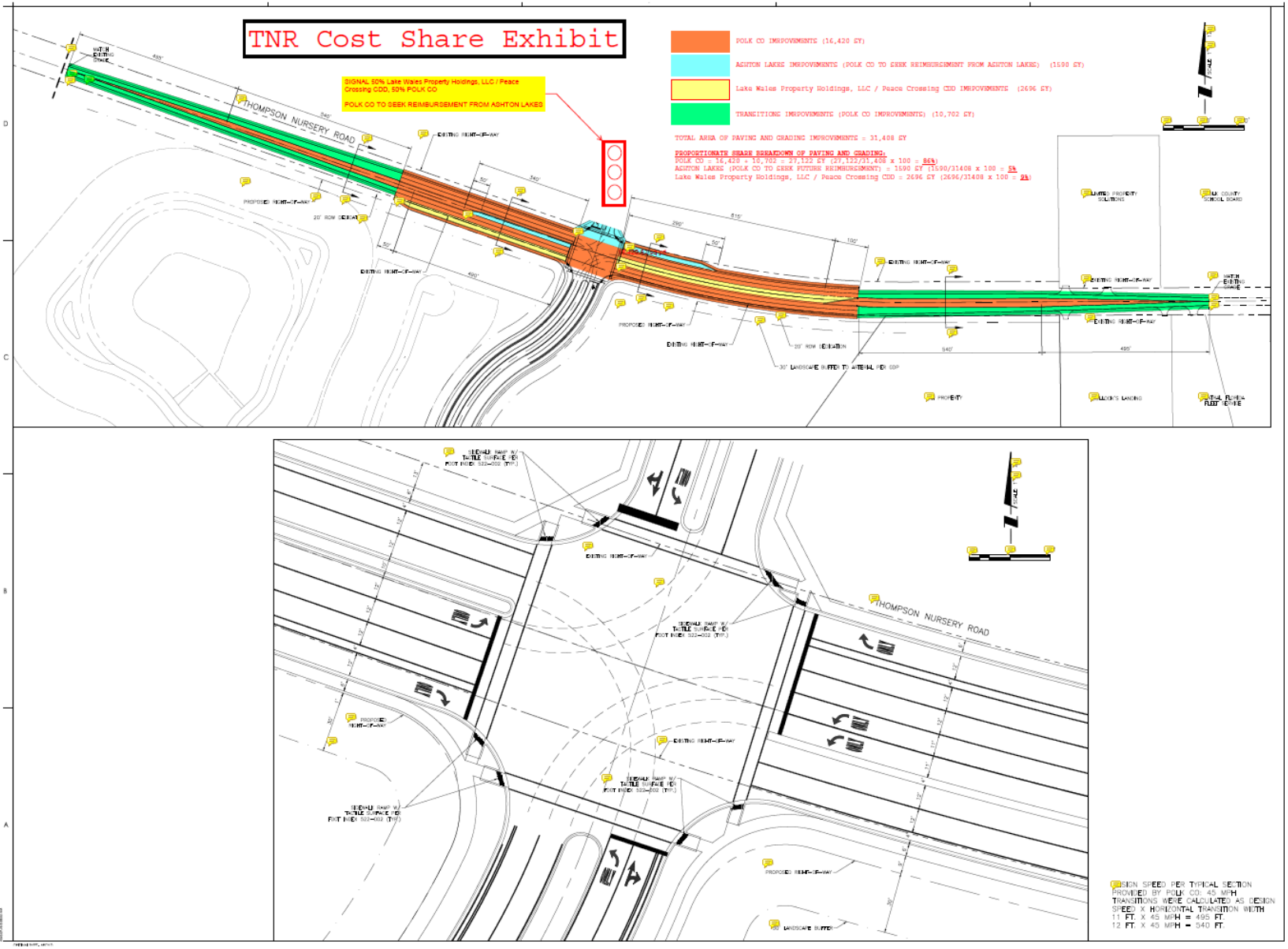
Exhibit F - County/Owner Allocation Schedule
Lake Wales Property Holdings, LLC / Peace Crossing CDD
Lake Wales Mixed Use Project (Viaterra)

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

\\Us0227-ppfss01\shared_projects\215617414\civil\cost_opinion\20240520_TNR-EOPC update\EXHIBIT F Lake Wales TNR_COST ALLOCATION.xlsm\Improvements
8/12/2024 - 3:33 PM

TNR Cost Share Exhibit



Consultant

Revision

Permit/Seal

THOMPSON NURSERY ROAD

Project No.:

Scale: AS SHOWN

Title
SCENARIO 1: FULL BUILDOUT W/POLK CO. CROSS SECTIONS AND NEIGHBOR ACCESS

Revision: Sheet: 1 of

Drawing No.

1

4938-0524-3394.1

Exhibit G- Proportionate 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:

[1]Cost 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.

[2]Cost 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.

[3]Cost 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.

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

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 as 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

INSTR # 2025063546
BK 13475 Pgs 1007-1014 PG(s)8
03/20/2025 04:25:33 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50

This document prepared by and
should be returned to:

Michael J. Kincart, Esq.
PETERSON & MYERS, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made and entered into on March 17, 2025, by and between Ashton Land Development LLC, a Florida limited liability company ("Grantor"), and Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District"). Grantor and the District may be referred to herein in their individual capacity as a "Party" or collectively as the "Parties".

RECITALS

A. The District was established by Ordinance No. 2023-29 adopted by the City of Lake Wales pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and is validly existing under the Constitution and laws of the State of Florida.

B. The Act authorizes the District to plan, finance, construct, operate and/or maintain certain infrastructure, including roads and street lighting, water and wastewater facilities, surface water management systems, hardscape and landscape features and amenities.

C. Grantor is the owner of certain real property located in Polk County, Florida, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Easement Area").

D. The District will be planning, designing, constructing and installing various infrastructure improvements and facilities (the "Improvements") as generally described in Polk County Development Project LDROW-2024-13.

E. The District has requested that Grantor grant the District a non-exclusive easement over the Easement Area for purposes relating to the construction and installation of the Improvements, and Grantor has agreed to grant to the District certain temporary construction easements more fully described herein and to memorialize their agreement concerning the maintenance and use of said easements.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Temporary Construction Easement Granted to the District. Grantor hereby grants to the District a non-exclusive easement in and to the Easement Area, for the purpose of providing access, ingress and egress by pedestrian traffic and motor vehicles on, over and across the Easement Area for the purpose of construction work relating to the Improvements. THE DISTRICT ACCEPTS THE EASEMENT AREA IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND GRANTOR SHALL HAVE NO OBLIGATION TO MAKE ANY IMPROVEMENTS OR MODIFICATIONS TO THE EASEMENT AREA IN CONNECTION WITH THE DISTRICT'S USE THEREOF.

3. Termination of Easement. The grant of easement set forth in this Agreement shall terminate no later thirty (30) days following the date the Improvements are completed and accepted by Polk County (the "Expiration Date"), and at such time, this Agreement shall terminate and be null and void. Following the Expiration Date, the District shall record a termination of this Agreement in the public records at its sole cost and expense.

4. No Barriers. No barriers, fences, walls, ditches, barricades or other structures or obstacles will hereafter be erected within the Easement Area so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular or pedestrian traffic from passing over any portion of said Easement Area, except as may be required with respect to the Roadway Improvements.

5. Maintenance. The District, at its sole cost and expense, shall maintain in good order and repair the Easement Area. All maintenance and repairs shall be performed in a good and workmanlike manner by the District through the Expiration Date.

Grantor covenants and agrees to pay all real estate taxes and assessments applicable to the Easement Area, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the District granted herein will not be jeopardized by such deferring of payment.

Notwithstanding the foregoing maintenance and repair obligations, in the event of damage caused to the Easement Area is caused by the negligence or willful misconduct of Grantor or its tenants, occupants, customers, contractors, licensees, guests, or invitees, Grantor shall be solely responsible for the maintenance, repair and replacement of the damaged portion of the Easement Area, and such maintenance, repair or replacement shall be performed in accordance with the standards set forth herein.

6. Indemnification. The District shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, claims, actions, damages, liabilities, proceedings,

Stacy M. Butterfield POLK
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injury (including without limitation personal injury and/or death) and expenses (including without limitation reasonable attorney's fees actually paid and court costs) incurred by Grantor in connection with or arising out of the District's or its occupants', contractors', licensees', guests', or invitees' exercise of easement rights granted herein the District, except to the extent the same arises from or is caused by the negligence or willful misconduct of Grantor. Similarly, Grantor shall indemnify, defend, and hold the District harmless from and against any and all losses, costs, claims, actions, damages, liabilities, proceedings, injury (including without limitation personal injury and/or death) and expenses (including without limitation reasonable attorney's fees actually paid and court costs) incurred by the District to the extent of the negligence or intentional misconduct of Grantor or its tenants, occupants, customers, contractors, licensees, guests, or invitees in connection with or arising out of Grantor's ownership, management, or operation of the Easement Area, except to the extent the same arises from or is caused by the negligence or willful misconduct of the District.

7. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right to actual damages, injunctive relief, and/or specific performance.

8. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the property affected hereby shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

9. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the Agreement and its successors-in-title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors-in-title, any rights or remedies or by reason of this Agreement.

10. Third Parties. This Agreement is solely for the benefit of the District and Grantor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Grantor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party. Notwithstanding anything contained herein to the contrary, the District shall be permitted to allow its employees, agents and contractors to utilize the Easement Area pursuant to this Agreement.

11. Assignment. Neither party may assign, transfer or license all or any portion of its right under this Agreement without the prior written consent of the other party.

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12. Binding Effect. The benefits and burdens of the easement granted by this Agreement shall bind benefit the Parties hereto and their respective successors, successors-in-title, legal representatives and assigns.

13. Waiver. The failure of a party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

14. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been properly given or served if (i) personally delivered or (ii) transmitted by postage prepaid, certified mail, return receipt requested, or (iii) transmitted by reliable commercial courier or express mail service, and addressed to the other party as follows (or to such other place as any party may by notice to the other):

To Grantor:	Ashton Land Development LLC 1120 Carlton Avenue, Suite 1300 Lake Wales, Florida 33853 Attn: Hasan Mousli
To the District:	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

hmousli123@gmail.com

Any notice shall be deemed to have been given on (x) the date of receipt if delivered personally or (y) the day it shall have been posted or transmitted by mail or commercial courier or express mail service.

15. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be to any extent held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision to any such persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Headings. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

17. Incorporation of Exhibits. This Agreement shall be deemed to include all exhibits attached hereto, which exhibits are incorporated herein by reference.

Stacy M. Butterfield POLK
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18. Amendments. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the parties hereto, their successors, assigns and successors-in-title, in a written instrument duly executed, delivered and recorded.

19. Attorney's Fees and Costs. If any party seeks to enforce, declare, or interpret this Agreement or any of the terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including, without limitation, reasonable attorney's fees at all levels of pre-litigation, litigation, post-litigation, appeal and at all alternative dispute resolution preparation and proceedings. Such costs and expenses include, but are not limited to, costs of appeal, court costs, and court reporter's fees and all actions and matters in the Bankruptcy Court.

20. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of State of Florida. The Parties agree that venue for any action arising hereunder shall lie exclusively in the state court of competent jurisdiction in and for Polk County, Florida.

21. Enforcement. The violation or breach, or threat thereof, of any of the terms contained herein shall give the Party who is intended to be benefited hereby and who is not in violation of this Agreement, in addition to all of the remedies provided by law. the right to compel specific performance of the terms of this Agreement, and/or the right to prevent the violation or breach of this Agreement by seeking to enjoin such violation or threatened violation in a court of competent jurisdiction in the county in which the subject property is located. Failure by any Party entitled to enforce the provisions of this Agreement upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

23. **Waiver of Jury Trial**. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

[Signature Pages Follow]

Stacy M. Butterfield POLK
CFN# 2025063546 OR BK 13475 PG 1011 Pgs 1007-1014 03/20/2025 04:25:33 PM

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement under seal as of the day and year first above written.

Witnesses: Print Name: Khiarra Bryan Address: 1120 Carlton Ave. Ste 130C Lake Wales, FL 33853 Print Name: Zeena Abbas Address: 5657 Oxford Moor Blvd Jacksonville, FL 32258	**GRANTOR:** Ashton Land Development LLC, a Florida limited liability company By: _____ Name: Hasan Mousli Title: manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 4th day of March, 2025, by Hasan Mousli, as manager of Ashton Land Development LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public

My commission expires: 12/04/2028

Notary Public State of Florida
Destiny Barger
My Commission HH 618332
Expires 12/4/2028

Stacy M. Butterfield POLK
CFN# 2025063546 OR BK 13475 PG 1012 Pgs 1007-1014 03/20/2025 04:25:33 PM

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the District has executed and delivered this Agreement under seal as of the day and year first above written.

Witnesses:	**THE DISTRICT:**
Print Name: Kevin Krak Address: 4798 New Broad St., Ste 220 Orlando, FL 32814	Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes By: _____ Name: Kevin Mays Title: Vice Chair
Print Name: Jody Pino Address: 4798 New Broad St, Ste 220. Orlando, FL 3814	

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 17 day of March, 2025, by Kevin Mays, as Vice Chair of Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the entity. Such person is personally known to me or has produced a valid driver's license as identification.

Notary Public

My commission expires: 11/27/2028

LESLIE C. LABOY
MY COMMISSION # HH 613454
EXPIRES: November 27, 2028

Stacy M. Butterfield POLK
CFN# 2025063546 OR BK 13475 PG 1013 Pgs 1007-1014 03/20/2025 04:25:33 PM

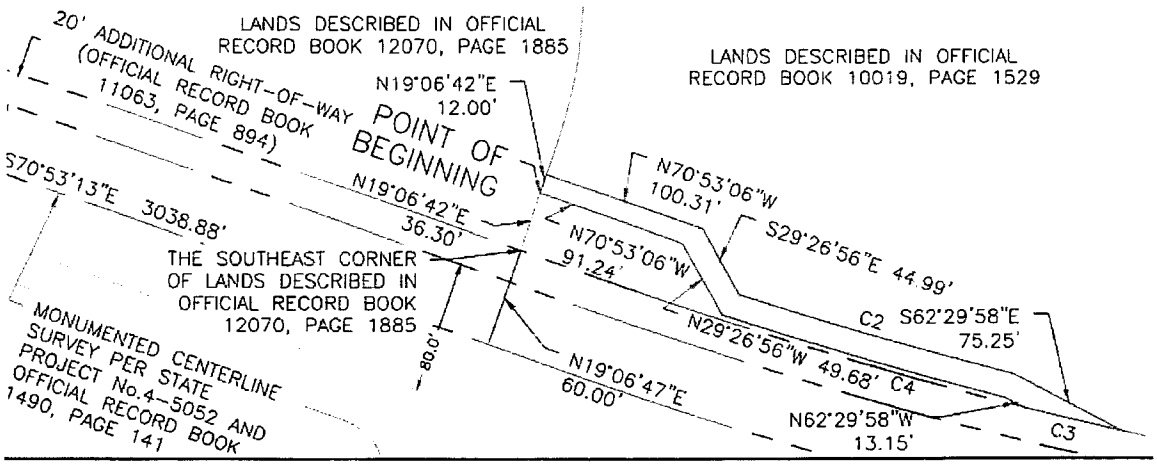
EXHIBIT "A"
EASEMENT AREA

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 0.06 F00T TO A POINT OF INTERSECTION WITH THE MONUMENTED CURVED CENTERLINE 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; THENCE ALONG SAID MONUMENTED CENTERLINE BY THE FOLLOWING TWO (2) COURSES: 1) 995.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°54'13", SAID CURVE HAVING A RADIUS OF 2864.79 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°50'20"E, 990.19 FEET TO A POINT OF TANGENCY, 2) S70°53'13"E, 3038.88 FEET; THENCE DEPARTING SAID CENTERLINE, N19°06'47"E, 60.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 12070, PAGE 1885 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N19°06'42"E, ALONG THE EAST BOUNDARY OF SAID LANDS, 36.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST BOUNDARY, N19°06'42"E, 12.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S70°53'06"E, 100.31 FEET; THENCE S29°26'56"E, 44.99 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 174.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°35'30", SAID CURVE HAVING A RADIUS OF 2786.79 FEET AND BEING SUBTENDED BY A CHORD BEARING S73°47'34"E, 174.67 FEET; THENCE S62°29'58"E, 75.25 FEET TO A POINT OF INTERSECTION WITH THE NORTHERN CURVED RIGHT-OF-WAY OF THE 20.00 FOOT ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 11063, PAGE 894 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE 62.22 FEET ALONG SAID RIGHT-OF-WAY BY THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°16'15", SAID CURVE HAVING A RADIUS OF 2804.79 FEET AND BEING SUBTENDED BY A CHORD BEARING N76°27'02"W, 62.22 FEET; THENCE N62°29'58"W. 13.15 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 179.76 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°40'34", SAID CURVE HAVING A RADIUS OF 2801.79 FEET AND BEING SUBTENDED BY A CHORD BEARING N73°42'55"W, 179.73 FEET; THENCE N29°26'56"W, 49.68 FEET; THENCE N70°53'06"W, 91.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.119 ACRE (5,188 SQUARE FEET), MORE OR LESS.



Stacy M. Butterfield POLK
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PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS VII

INSTR # 2025063547
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03/20/2025 04:25:33 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50

This document prepared by and
should be returned to:

Michael J. Kincart, Esq.
PETERSON & MYERS, P.A.
225 East Lemon Street, Suite 300
Lakeland, Florida 33801

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made and entered into on March 17, 2025, by and between Posner Group Holdings LLC, a Florida limited liability company ("Grantor"), and Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District"). Grantor and the District may be referred to herein in their individual capacity as a "Party" or collectively as the "Parties".

RECITALS

A. The District was established by Ordinance No. 2023-29 adopted by the City of Lake Wales pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and is validly existing under the Constitution and laws of the State of Florida.

B. The Act authorizes the District to plan, finance, construct, operate and/or maintain certain infrastructure, including roads and street lighting, water and wastewater facilities, surface water management systems, hardscape and landscape features and amenities.

C. Grantor is the owner of certain real property located in Polk County, Florida, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Easement Area").

D. The District will be planning, designing, constructing and installing various infrastructure improvements and facilities (the "Improvements") as generally described in Polk County Development Project LDROW-2024-13.

E. The District has requested that Grantor grant the District a non-exclusive easement over the Easement Area for purposes relating to the construction and installation of the Improvements, and Grantor has agreed to grant to the District certain temporary construction easements more fully described herein and to memorialize their agreement concerning the maintenance and use of said easements.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Temporary Construction Easement Granted to the District. Grantor hereby grants to the District a non-exclusive easement in and to the Easement Area, for the purpose of providing access, ingress and egress by pedestrian traffic and motor vehicles on, over and across the Easement Area for the purpose of construction work relating to the Improvements. THE DISTRICT ACCEPTS THE EASEMENT AREA IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND GRANTOR SHALL HAVE NO OBLIGATION TO MAKE ANY IMPROVEMENTS OR MODIFICATIONS TO THE EASEMENT AREA IN CONNECTION WITH THE DISTRICT'S USE THEREOF.

3. Termination of Easement. The grant of easement set forth in this Agreement shall terminate no later thirty (30) days following the date the Improvements are completed and accepted by Polk County (the "Expiration Date"), and at such time, this Agreement shall terminate and be null and void. Following the Expiration Date, the District shall record, a termination of this Agreement in the public records at its sole cost and expense.

4. No Barriers. No barriers, fences, walls, ditches, barricades or other structures or obstacles will hereafter be erected within the Easement Area so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular or pedestrian traffic from passing over any portion of said Easement Area, except as may be required with respect to the Roadway Improvements.

5. Maintenance. The District, at its sole cost and expense, shall maintain in good order and repair the Easement Area. All maintenance and repairs shall be performed in a good and workmanlike manner by the District through the Expiration Date.

Grantor covenants and agrees to pay all real estate taxes and assessments applicable to the Easement Area, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the District granted herein will not be jeopardized by such deferring of payment.

Notwithstanding the foregoing maintenance and repair obligations, in the event of damage caused to the Easement Area is caused by the negligence or willful misconduct of Grantor or its tenants, occupants, customers, contractors, licensees, guests, or invitees, Grantor shall be solely responsible for the maintenance, repair and replacement of the damaged portion of the Easement Area, and such maintenance, repair or replacement shall be performed in accordance with the standards set forth herein.

6. Indemnification. The District shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, claims, actions, damages, liabilities, proceedings, injury

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1016 Pgs 1015-1022 03/20/2025 04:25:33 PM

(including without limitation personal injury and/or death) and expenses (including without limitation reasonable attorney's fees actually paid and court costs) incurred by Grantor in connection with or arising out of the District's or its occupants', contractors', licensees', guests', or invitees' exercise of easement rights granted herein the District, except to the extent the same arises from or is caused by the negligence or willful misconduct of Grantor. Similarly, Grantor shall indemnify, defend, and hold the District harmless from and against any and all losses, costs, claims, actions, damages, liabilities, proceedings, injury (including without limitation personal injury and/or death) and expenses (including without limitation reasonable attorney's fees actually paid and court costs) incurred by the District to the extent of the negligence or intentional misconduct of Grantor or its tenants, occupants, customers, contractors, licensees, guests, or invitees in connection with or arising out of Grantor's ownership, management, or operation of the Easement Area, except to the extent the same arises from or is caused by the negligence or willful misconduct of the District.

7. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right to actual damages, injunctive relief, and/or specific performance.

8. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the property affected hereby shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.

9. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the Agreement and its successors-in-title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors-in-title, any rights or remedies or by reason of this Agreement.

10. Third Parties. This Agreement is solely for the benefit of the District and Grantor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Grantor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party. Notwithstanding anything contained herein to the contrary, the District shall be permitted to allow its employees, agents and contractors to utilize the Easement Area pursuant to this Agreement.

11. Assignment. Neither party may assign, transfer or license all or any portion of its right under this Agreement without the prior written consent of the other party.

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1017 Pgs 1015-1022 03/20/2025 04:25:33 PM

12. Binding Effect. The benefits and burdens of the easement granted by this Agreement shall bind benefit the Parties hereto and their respective successors, successors-in-title, legal representatives and assigns.

13. Waiver. The failure of a party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

14. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been properly given or served if (i) personally delivered or (ii) transmitted by postage prepaid, certified mail, return receipt requested, or (iii) transmitted by reliable commercial courier or express mail service, and addressed to the other party as follows (or to such other place as any party may by notice to the other):

To Grantor: Posner Group Holdings LLC
40 S.W. 13th Street, Suite 802
Miami, Florida 33130
Attn: ALESSANDRO FALINO

To the District: 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

Any notice shall be deemed to have been given on (x) the date of receipt if delivered personally or (y) the day it shall have been posted or transmitted by mail or commercial courier or express mail service.

15. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be to any extent held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision to any such persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Headings. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

17. Incorporation of Exhibits. This Agreement shall be deemed to include all exhibits attached hereto, which exhibits are incorporated herein by reference.

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1018 Pgs 1015-1022 03/20/2025 04:25:33 PM

18. Amendments. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the parties hereto, their successors, assigns and successors-in-title, in a written instrument duly executed, delivered and recorded.

19. Attorney's Fees and Costs. If any party seeks to enforce, declare, or interpret this Agreement or any of the terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including, without limitation, reasonable attorney's fees at all levels of pre-litigation, litigation, post-litigation, appeal and at all alternative dispute resolution preparation and proceedings. Such costs and expenses include, but are not limited to, costs of appeal, court costs, and court reporter's fees and all actions and matters in the Bankruptcy Court.

20. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of State of Florida. The Parties agree that venue for any action arising hereunder shall lie exclusively in the state court of competent jurisdiction in and for Polk County, Florida.

21. Enforcement. The violation or breach, or threat thereof, of any of the terms contained herein shall give the Party who is intended to be benefited hereby and who is not in violation of this Agreement, in addition to all of the remedies provided by law, the right to compel specific performance of the terms of this Agreement, and/or the right to prevent the violation or breach of this Agreement by seeking to enjoin such violation or threatened violation in a court of competent jurisdiction in the county in which the subject property is located. Failure by any Party entitled to enforce the provisions of this Agreement upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

23. **Waiver of Jury Trial**. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

[Signature Pages Follow]

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1019 Pgs 1015-1022 03/20/2025 04:25:33 PM

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement under seal as of the day and year first above written.

Witnesses: Print Name: ESLIE RIVERA Address: ~~14422 SHORESIDE WAY, STE 110~~ WINTER GARDEN, FL 34787 Print Name: JASKARAN SAINI Address: ~~14422 SHORESIDE WAY, STE 110~~ WINTER GARDEN, FL 34787	**GRANTOR:** Posner Group Holdings LLC, a Florida limited liability company By: ~~PHYSICALLY PRESENT~~ Name: ALESSANDRO FALINO Title: MANAGER

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 6 day of NOVEMBER, 2024, by ALESSANDRO FALINO, as MANAGER of Posner Group Holdings LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced a valid driver's license as identification.

DEBORAH DODA
Notary Public
State of Florida
Comm# HH416831
Expires 7/15/2027

Notary Public DEBORAH DODA

My commission expires: 7/15/2027

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1020 Pgs 1015-1022 03/20/2025 04:25:33 PM

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the District has executed and delivered this Agreement under seal as of the day and year first above written.

Witnesses:	**THE DISTRICT**:
Print Name: Kevin Kramer Address: 4798 New Broad St., Ste 220 Orlando, FL 32814 Print Name: Jody Pino Address: 4798 New Broad St., Ste 220 Orlando, FL 32814	Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes By: _____ Name: Kevin Mays Title: Vice Chair

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 17 day of March, 2025 by Kevin Mays, as Vice Chair of Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the entity. Such person is personally known to me or has produced a valid driver's license as identification.

Notary Public

My commission expires: 11/27/2028

LESLIE C. LABOY
MY COMMISSION # HH 613454
EXPIRES: November 27, 2028

Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1021 Pgs 1015-1022 03/20/2025 04:25:33 PM

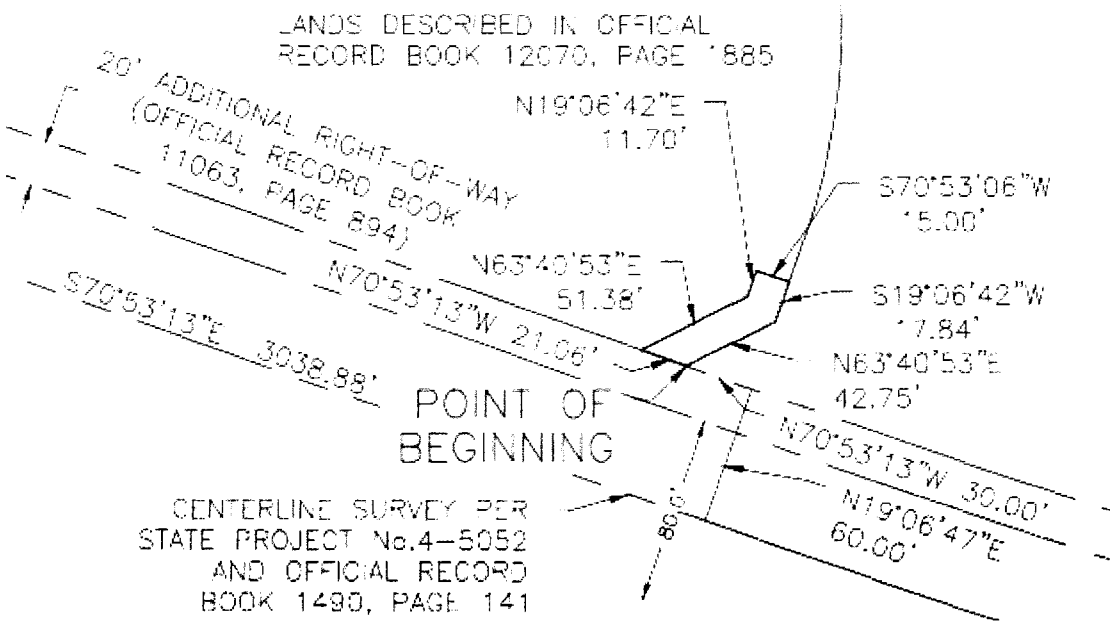
EXHIBIT "A"
EASEMENT AREA

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 0.06 FOOT TO A POINT OF INTERSECTION WITH THE MONUMENTED CURVED CENTERLINE 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; THENCE ALONG SAID MONUMENTED CENTERLINE BY THE FOLLOWING TWO (2) COURSES: 1) 995.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°54'13", SAID CURVE HAVING A RADIUS OF 2864.79 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°50'20"E, 990.19 FEET TO A POINT OF TANGENCY, 2) S70°53'13"E, 3038.88 FEET; THENCE DEPARTING SAID CENTERLINE, N19°06'47"E, 60.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 12070, PAGE 1885 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N70°53'13"W, ALONG THE NORTHERN RIGHT-OF-WAY OF THE 20.00 FOOT ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 11063, PAGE 894 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N70°53'13"W, ALONG SAID NORTHERN RIGHT-OF-WAY, 21.06 FEET; THENCE DEPARTING SAID NORTHERN RIGHT-OF-WAY, N63°40'53"E, 51.38 FEET; THENCE N19°06'42"E, 11.70 FEET; THENCE S70°53'06"E, 15.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORD BOOK 12070, PAGE 1885; THENCE S19°06'42"W, ALONG SAID EAST BOUNDARY, 17.84 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S63°40'53"W, 42.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.021 ACRE (928 SQUARE FEET), MORE OR LESS.



Stacy M. Butterfield POLK
CFN# 2025063547 OR BK 13475 PG 1022 Pgs 1015-1022 03/20/2025 04:25:33 PM

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS VIII

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 — 12/20/24

Authorized Signature (Title) Date

CONTRACTOR: Phillips and Jordan, Inc.

01/01/25

Authorized Signature (Title) 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: Kw
Name: KEVIN GAYS
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=stantec, DC=corp, DC=ads Date: 2025.01.08 13:35:28-05'00'

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

CONTACT

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

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

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					
670		**BELL RESTRAINTS**			
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

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 MARKR)	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

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

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			

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			

Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

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

Seq#	Qty	Description	Units	Price	Ext Price
2560	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
2570	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	312.88
		USA			
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	FT	0.47	470.00
		EHS-CCS PE45 COPPER CLAD TRACER WIRE			
				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	EA	92.10	184.20
		USA			
				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	EA	92.10	921.00
		USA			
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

Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

Seq#	Qty	Description	Units	Price	Ext Price
2940	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				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 Ownerfrom 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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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	6

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 ▶ [signature] Date ▶ 01/26/2024

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.*

0000061 11/14/23

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

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

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.

FLORIDA

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.

Docusign Envelope ID: 7DD0F142-3074-4DB6-9852-69D00258BC10

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

Docusign Envelope ID: 7DD0F142-3074-4DB6-9852-69D00258BC10

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: DocuSigned by: B5A083E93EE74AC...
Name: _____	Name: Rob Hargan
Title: _____	Title: Regional Director
Date: _____	Date: January 7, 2025

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS IXa

Revised 01/2025
ADA Compliant

POLK COUNTY PROPERTY APPRAISER

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:

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 IXb

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

Craig Wrathell

Print name

District Manager 1/15/2025

Title Date

Neil Combee
Polk County Property Appraiser
By:

Neil Combee, Property Appraiser

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS Xa

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 b ..... 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 b ..... 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.

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_____

ACCEPTED BY:

Contractor

By_____
Signature

Title Senior V.P

Date 1/15/25

APPROVED BY:

Peace Crossing CDD
(Owner)

By_____
Signature

Title: Vice Chair

Date 1/8/25

By_____
Signature

Title:_____

Date_____

END OF SECTION

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	QTY CHANGE
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

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**
Direct Purchase Materials				
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

CONTACT

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

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

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					
670		**BELL RESTRAINTS**			
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 MARKR)	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

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

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			

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			

Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

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

Seq#	Qty	Description	Units	Price	Ext Price
2560	1	12 EBAA 2012PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	164.65	164.65
		USA			
2570	2	10 EBAA 2010PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	156.44	312.88
		USA			
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	FT	0.47	470.00
		EHS-CCS PE45 COPPER CLAD TRACER WIRE			
				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	EA	92.10	184.20
		USA			
				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	EA	92.10	921.00
		USA			
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

Bid Proposal for Lake Wales Spine Road Final Plans

Bid #: 3873293

Seq#	Qty	Description	Units	Price	Ext Price
2940	2	8 EBAA 2008PEC MEGALUG F/PVC C900/IPS W/EBAA SEAL GSKT ACC	EA	92.10	184.20
		USA			
				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/

Quotation

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.

Company		**By**	Paul Shannon
By		**(O)**	(407) 293-5126
Title		**(F)**	
Date		**(Cell)**	
		Title	Account Manager

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS Xb

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 _____

Fledderman, Travis

Digitally signed by Fledderman, Travis
DN: CN="Fledderman, Travis", OU=Internal, OU=users, OU=Stantec, DC=corp, DC=ads
Date: 2025.01.09 14:44:11-05'00'

ACCEPTED BY:

Contractor

By _____ Art Phelps
Signature

Title Senior V.P.

Date 1/9/25

APPROVED BY:

Peace Crossing CDD
(Owner)

By _____
Signature

Title: Vice Chair

Date 1/9/25

By _____
Signature

Title: Asst Sec't

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
Direct Purchase Materials				
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)**

Rinker MATERIALS™ A QUIKRETE® COMPANY

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

Rinker MATERIALS™ A QUIKRETE® COMPANY

Quotation

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 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.
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

Rinker MATERIALS™ A QUIKRETE® COMPANY

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

Rinker MATERIALS™ A QUIKRETE® COMPANY

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

Rinker MATERIALS™ A QUIKRETE® COMPANY

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

Rinker MATERIALS™ A QUIKRETE® COMPANY

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.
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 8/27/2024

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

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Company		**By**	Daniel Wirth
By		**(O)**	352-246-1846
Title		**(F)**	
Date		**(Cell)**	
		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
Rev E Drawings Issued 12/02/24					
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
Construction Material Testing					
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

RATIFICATION ITEMS XI

Kent L. Hipp
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 244-5672
Kent.Hipp@Gray-Robinson.com
www.gray-robinson.com

March 4, 2025

ATTORNEY-CLIENT PRIVILEGED
CONFIDENTIAL COMMUNICATION

VIA EMAIL
Peace Crossing Community Development District
c/o Michael C. Eckert, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, FL 32301

RE: PROJECT: Polk Regional Water Cooperative ("PRWC")/Lower Floridan Aquifer (LFA) Wellfield Project - Southeast Lower Floridan Aquifer (SELFA) Wellfield and Water Production Facility (10052-PE/TCE; 10054-PE/TCE)
PROPERTY OWNER: Lake Wales Property Holdings, LLC ("Lake Wales")
PROPERTY ADDRESS: 0 Mountain Lake Cutoff Rd., Lake Wales, FL 33859
POLK COUNTY PARCEL NO.: 27-29-29-000000-011000
PRWC PARCEL NO.: All parcels and all interests

Dear Mr. Eckert:

This confirms that you have retained me and my law firm to represent Peace Crossing Community Development District ("the CDD") in any acquisition and/or eminent domain action by Polk Regional Water Cooperative ("PRWC") or the above-referenced project. Our representation will cover all stages of the acquisition and/or eminent domain action including negotiations and trial.

The following Agreement is made regarding my firm's attorney fees and costs for this legal representation:

We will be paid by you for our time and costs based upon our normal hourly rates for the referenced matters on a monthly basis. I will be responsible for all legal work performed. Other lawyers in my Department, including Summer DeGel, will be working with me. My time is billed at $775.00 per hour and Summer DeGel's is billed at $395.00 per hour. We reserve the right to utilize other members of the firm as appropriate. Further, paralegal, staff, computer research, and other technology may also be utilized if and when appropriate and in the CDD's best interest. The CDD will be billed for the use of same.

If deemed applicable to any acquisition, Section 73.092 Florida Statutes may require PRWC to pay attorneys' fees and costs for this matter. My firm agrees to reimburse the CDD for any attorneys' fees or costs to the extent such fees and costs are actually paid by PRWC. To the extent fees and costs are recovered beyond the amounts you have paid, said excess fees shall belong to my firm. The CDD agrees that it will not accept any offer that is conditioned upon us waiving any or all of our statutory fees. You agree that the CDD will not accept a settlement offer that is conditioned upon us waiving any or all of our statutory fees.

Because the CDD's and Lake Wales's interests in full compensation are aligned, there is no conflict for me to represent both in order to minimize fees and costs. It is my understanding that the CDD and Lake Wales will agree as to how the condemnation proceeds are to be apportioned. Should any unanticipated dispute arise, any disputed funds would be placed in the court's registry and will not be released absent agreement of the CDD and Lake Wales or court order.

We will be required to retain experts such as an appraiser, land planner and engineer in order to determine the appropriate amount of compensation for the taking of Lake Wales's land and any compensable damage to the remaining property. Florida law requires the taking authority to pay reasonable fees for these necessary experts. Accordingly, we will request that these experts defer their fees and accept the court award or negotiated settlement in full payment of their fees.

Pursuant to GrayRobinson's file retention policy, at the conclusion of the case, we will maintain Your file for ten (10) years. After ten years, your file will be destroyed.

If the above stated arrangement meets with the CDD's approval, please indicate so by signing this letter in the space provided below and return it to our offices. Approval of this letter will include agreement regarding the fees and costs arrangement.

We appreciate the confidence and trust the CDD has placed in our firm in asking us to represent them. We encourage you to communicate with us if at any time there are questions on the status or progress of your matter.

Very truly yours,

Kent Hipp

KLH/amo
Cc: Summer DeGel, Esq.
Attachments

Agreed to and Accepted by:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

By: _____ Date: _____

Printed Name: Kevin Mays

Title: Vice Chair

Address (if different from above): c/o Wrathell, Hunt + Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Home Phone: _____

Business Phone: (561) 571-0010
(877) 276-0889

Mobile Phone: _____

Fax Number: _____

E-mail address: seat2@peacecrossingcdd.net

I would like to receive my mail and client documents via e-mail transmission ☐ ☐
Yes No

DOCUMENTS CONCERNING YOUR PROPERTY

Please provide us with copies of the following documents concerning your property that you may have to assist us in beginning our efforts on your behalf:

1. The deed(s) to your property.

2. Title work, abstract or closing package from your purchase of the property, including copies of any plat maps, mortgages, easements or other restrictions, judgments or liens.

3. Any surveys of the property.

4. Any appraisals including but not limited to real estate appraisals and Furniture, Fixture and Equipment ("FF&E") appraisals of the property.

5. Any photographs of the property, particularly aerial photographs.

6. Any maps or sketches of the property including topographical maps, wetland maps or others.

7. Any land use permits or site plans, or proposed plans whether approved or unapproved.

8. Any environmental reports or notifications from state environmental agencies.

9. Any materials regarding improvements on the property.

10. A current lease and rent roll and complete copies of all leases on the property.

11. Any property tax information on the property.

12. Any documents concerning challenges you may have made to your property tax assessments.

13. All correspondence, written offers, maps, plans, surveys, appraisals, or any other documents provided to you by the taking authority ("PRWC") in this matter.

14. All correspondence, written offers, maps, plans, surveys, appraisals, or any other documents provided by you to the PRWC in this matter.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Ramada by Wyndham Davenport Orlando South
43824 Highway 27, Davenport, Florida 33837-6808
[1]Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897
[2]City of Davenport Community Center, 207 North Blvd West, Davenport, Florida 33837
[3]Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850

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] CANCELED	Regular Meeting	11:00 AM
March 6, 2025[2] CANCELED	Regular Meeting	11:30 AM
April 3, 2025[2]	Regular Meeting	11:30 AM
May 1, 2025[2]	Regular Meeting	11:30 AM
June 5, 2025[3]	Regular Meeting	12:00 PM
July 3, 2025[3]	Regular Meeting	12:00 PM
August 7, 2025[2]	Regular Meeting	11:30 AM
September 4, 2025[2]	Regular Meeting	11:30 AM

Exception

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