

Impact Landscaping & Irrigation, LLC  
 1562 Park Lane South  
 Jupiter FL 33458  
 PH 5615759501  
 FX 5615759503



DATE: 7/2/2020

CLIENT:

COMMUNITY: Coral Isles at Avenir

CONTACT:

PREPARED BY: Dwayne Sapp

DEPARTMENT: Irrigation

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED
	<b>Irrigation Estimates based off of the Irrigation plans provided by David Font Designs and dated 5/27/20</b>		
	<b><u>Irrigation Water from on-site lakes for Common areas</u></b>		
	<b><u>Pump Station</u></b>		
	HOOVER 25HP, 240 GPM, With Filtration, Pump Station Listed on Page IR-3	\$ 65,000.00	\$ 65,000.00
	Hunter ACC-99D Two Wire Controller <b>(Included With Pump station)</b>		
	<b><u>Main Line:</u></b>		
750	Feet 4" Class 200 PVC Gasket pipe for main line with MJ fittings & Restraints	\$ 8.00	\$ 6,000.00
5000	Feet 3" Class 200 PVC Gasket pipe for main line with MJ fittings & Restraints	\$ 6.00	\$ 30,000.00
1800	Feet 2.5" Class 200 PVC Gasket pipe for main line with MJ fittings & Restraints	\$ 5.00	\$ 9,000.00
30	3" x 2" Harco PVC Irrigation Taps for Valves with Ball Valve	\$ 200.00	\$ 6,000.00
5	3" x 2" Harco PVC Irrigation Taps for Valves with Ball Valve <b>(House taps 5 Shown)</b>	\$ 200.00	\$ 1,000.00
15	2.5" x 2" Harco PVC Irrigation Taps for Valves with Ball Valve	\$ 150.00	\$ 2,250.00
2	4" MJ Isolation Valve	\$ 800.00	\$ 1,600.00
15	3" MJ Isolation Valve	\$ 600.00	\$ 9,000.00
5	2.5" Matco Threaded Isolation Valve	\$ 500.00	\$ 2,500.00
5%	Of ML cost for Misc. Mechanical fitting & restraints, Concrete, Etc.		\$ 3,287.50
8,000	Feet 2" Electric Conduit for Controller wire chase pipe <b>(Per specs)</b>	\$ 2.00	\$ 16,000.00
9,000	Feet Hunter ID Wire #14-2 (Blue) for Controller A	\$ 1.00	\$ 9,000.00
16	Manufacture's Spec'ed Field Lightning Surge Protectors	\$ 150.00	\$ 2,400.00
1	Lightning Grounding Plates for the Controller	\$ 350.00	\$ 350.00
1	5/8" x 8' Copper clad grounding rods for controllers	\$ 150.00	\$ 150.00
7550	Survey Staking by others	\$ 1.05	\$ 7,927.50
7550	Asbuilts by others	\$ 1.05	\$ 7,927.50
<b>Main Line Total</b>			<b>\$ 179,392.50</b>

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED
	<b>Common Zones</b>		
43	1" HUNTER ICV-101G Electric Valves	\$ 150.00	\$ 6,450.00
33	1.5" HUNTER ICV-151G Electric Valves	\$ 250.00	\$ 8,250.00
5	1" HUNTER ICV-201 Electric Valves	\$ 350.00	\$ 1,750.00
1	1.5" HUNTER ICZ-151-XL Drip Zone	\$ 600.00	\$ 600.00
82	Hunter ICD-100 Single Station Decoders with DBY-R waterproof Connectors	\$ 170.00	\$ 13,940.00
655	6" Rain Bird NSI Pop-up Spray heads with Nozzles	\$ 40.00	\$ 26,200.00
280	12" Rain Bird 1812 Pop-up Shrub Spray heads with Nozzles	\$ 45.00	\$ 12,600.00
245	Rain Bird PA-8S Shrub Head adaptors on PVC pipe	\$ 35.00	\$ 8,575.00
460	Rain Bird 1402 PCB Tree Bubblers	\$ 25.00	\$ 11,500.00
450	Rain Bird 1806-PRS Pop-up Spray heads with MP Rotator Nozzles	\$ 50.00	\$ 22,500.00
150	Rain Bird 1812-PRS Pop-up Spray heads with MP Rotator Nozzles	\$ 55.00	\$ 8,250.00
25	Shrub Spray Riser PA-8S on PVC Pipe with Rotator Nozzle	\$ 40.00	\$ 1,000.00
155	Rain Bird 5000 Series MPR Rotors	\$ 50.00	\$ 7,750.00
2500	Ft Netafim Drip Pipe .9 GPH at 12"	\$ 1.25	\$ 3,125.00
5%	Cost of common zone material for dead runs pipes and sleeves		\$ 7,045.00
(Our Head prices include: Heads, lateral pipe, lateral fittings, funny pipe & fittings, & labor)			
<b>Common Zone Total</b>			<b>\$ 139,535.00</b>
<p><b>NOTES:</b></p> <p><u>Plans show heads with Rotator nozzles but none are listed in specs.</u></p> <p><u>I would recommend changing material to all HUNTER.</u></p> <p><u>Units to be Irrigated with Potable water</u></p> <p><u>*Road Crossing Sleeve Not included in this quote*</u></p> <p><u>*Electrical connection for irrigation equipment to be performed by licensed Electrician provided by developer.*</u></p> <p>If irrigation permits are required, to be proposed at a later date</p>			
<b>TOTAL</b>			<b>\$ 318,927.50</b>

Accepted \_\_\_\_\_

Date \_\_\_\_\_

Impact Landscaping & Irrigation LLC \_\_\_\_\_

Date \_\_\_\_\_

Proposal is good for 90 days.

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less.) Should Impact Landscaping and Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping and Irrigation, LLC all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.

## Avenir Parcel A-4 CDD Schedule

Description	Mainline	Irrigation Zones	KWD Trees & Root Barrier	KWD Shrubs & Mulch	KWD Sod	UDKS Trees & Root Barrier	UDKS Shrubs & Mulch	UDKS Sod
Veradna Preserve CDD work days	16	64	20	15	2	23	17	8
<b>TOTALS</b>	<b>16</b>	<b>64</b>	<b>20</b>	<b>15</b>	<b>2</b>	<b>23</b>	<b>17</b>	<b>8</b>

Description	DAYS	WEEKS
Irrigation Total Install Duration	80	16
KWD Landscape Total Install Duration	37	7.4
UDKS Landscape Total Install Duration	48	9.6
Total Install Duration	95	19

**NOTES**

**Landscape install will start 10 days after irrigation**



1562 Park Lane South Suite 700

Jupiter FL 33458

## PROPOSAL

July 17, 2020

FROM: Joe Floyd Jr

RE: Avenir Parcel A-4 CDD

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Please accept our proposal for the landscaping of the above referenced project in accordance with the plans created by KWD sheets L-1 – L-6 dated 2/21/20 & plans created UDKS sheets LP-22 – LP-30 & LP-48 – LP-54 dates 12/20/19 & plans created by David Font Designs sheets IR-1 – IR-8 & K-Rain V1 dated 5/7/2020. The cost breakdown is as follows:

<b>KWD Landscape:</b>	<b>\$ 304,824.15</b>
<b>UDKS Landscape:</b>	<b>\$ 349,166.45</b>
<b>Irrigation:</b>	<b>\$ 318,927.50</b>
<b>Performance Bond:</b>	<b>\$ 17,950.00</b>

### QUALIFICATIONS:

- **Grades to be provided to Impact Landscaping at (+/-) .10' of finished landscape elevations free of weeds, debris and exotic vegetation.**
- Clear access to all planting and transplant areas with heavy equipment, i.e. combination, skid steer loader etc.. shall be provided for Impact Landscaping.
- **Pump Station is a HOOVER 25HP, 240 GPM, With Filtration, Pump Station Listed on Page IR-3. Hunter ACC-99D Two Wire Controller (Included With Pump station). Plans Specs list 2 other sizes for main pump, not included in this proposal**
- **Irrigation Plans show heads with Rotator nozzles but none are listed in specs. We would recommend HUNTER nozzles.**
- **Lots to be Irrigated with Potable water**
- **Road Crossing Sleeve not included in irrigation quote.**
- **Electrical connection for irrigation equipment to be performed by licensed Electrician provided by developer.**
- This proposal is based on the plant quantity take off from the plans provided.
- Price quoted is per specifications listed on the plant legend regardless of projected availability
- Proposal based on planting in amended native soil

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1562 Park Lane South Suite 700 Jupiter FL 33458  
www.impactlandscaping.net

- All tree protection barricades by others.
- Proposal good for 90 days
- **All permit fees will be paid by owner or proposed at a later date.**

EXCLUSIONS:

- Water use permit and any water use fees.
- **Recharge Well & Pump Station**
- Water Meters, Taps, and Backflow Certification.
- High or Low Voltage Electrical Service.
- Cut & patch of Asphalt and or Concrete.
- Sleeving to planters, under decks or drives
- Waterproofing or soil fill of planter walls, planters.
- Additional Hand Watering. Irrigation system is to be installed and operational prior to landscape planting.
- Clearing and Grubbing, including non-native vegetation.
- Maintenance included on separate proposal.
- Removals
- Mulch of any existing or remaining landscape
- Soil or vegetative debris export from site.

Please do not hesitate to give us a call should you have any questions or require further assistance.

X

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Impact Landscaping & Irrigation, LLC

X

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Owner/Contractor

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33,380

<b>Landscape Total</b>	<b>\$304,824.15</b>	<b>\$ 304,824.15</b>
<b>Irrigation Total</b>	<b>\$0.00</b>	
<b>Project Total</b>	<b>\$304,824.15</b>	

**X**

Impact Landscaping & Irrigation, LLC

**X**

O w n e r / C o n t r a c t o r

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less.) Should Impact Landscaping and Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping and Irrigation, LLC all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.

<b>Project Name</b>	<b>Avenir - Site Plan #1 - Coral Isles</b>	<b>Bid Date</b>	
<b>Address</b>	<b>Parcel A-4</b>	<b>Bid Number</b>	
<b>Plan Sheets</b>	<b>LP-22 - LP-30 &amp; LP-48 - LP-54</b>	<b>Plan Scale</b>	
<b>Plan Dates</b>	<b>12/20/19</b>	<b>Lands Architect</b>	<b>UDKS</b>
<b>Last Revision</b>		<b>Written Specs</b>	



Quantity	Item #	Botanical Name	Common Name	HT	SPR	CT	CAL	GW	GAL	OC	Other	Unit Price	Pay Item Extension
<b>Trees / Palms</b>													
7	BS	Bursera simaruba	Gumbo Limbo	12'	5'		2.5"					\$ 386.00	\$ 2,702.00
34	CN	Cocos Nucifera Green Malayan	Green Malayan Coconut Palm					8-12'				\$ 964.00	\$ 32,776.00
7	CS	Cordia sebestena	Orange Geiger	12	6		2"					\$ 428.00	\$ 2,996.00
2	DR	Delonix regia	Royal Ponciana	12'	5'		2.5"					\$ 428.00	\$ 856.00
2	HV	Hyophorbe verschaffeltii	Spindle Palm					4'				\$ 372.00	\$ 744.00
8	LM	Lagerstroemia indica 'muskogee'	Crape Myrtle	12	5	5	2.5"					\$ 386.00	\$ 3,088.00
28	MG	Magnolia grandiflora 'D.D. Blanchard'	D.D. Blanchard Magnolia	12	5	3						\$ 478.00	\$ 13,384.00
2	PE10	Ptychosperma elegans	Alexander Palm					10' CW			Triple	\$ 580.00	\$ 1,160.00
70	PE1	Ptychosperma elegans	Alexander Palm					12' CW			Single	\$ 559.00	\$ 39,130.00
80	QV	Quercus virginiana	Live Oak	12	5		2.5"					\$ 478.00	\$ 38,240.00
10	RO	Roystonea Elata	Florida Royal Palm	22			17'	24"	14'			\$ 1,249.00	\$ 12,490.00
123	SP	Sabal palmetto	Sabal Palm									\$ 196.00	\$ 24,108.00
38	SPR	Sabal palmetto	Sabal Palm								curved	\$ 321.00	\$ 12,198.00
2	SM	Swietenia mahagoni	Mahogany Tree	12'	5'		2.5"					\$ 428.00	\$ 856.00
413												\$	184,728.00

<b>Shrubs / Groundcovers</b>													
8	POR	Alocasia portadora	Portadora	5'					15	5	specimen	\$ 111.05	\$ 888.40
174	ASP	Asparagus Densi Florus 'Myers'	Foxtail Fern	14"	14"				3	2		\$ 7.60	\$ 1,322.40
1,043	CHR	Chrysobalanus icaco 'red tip'	Red tip Cocoplum	18"	12"				3	3		\$ 7.60	\$ 7,926.80
660	CLU	Clusia guttifera	Small Leaf Clusia	18"	18"				3	2.5		\$ 7.60	\$ 5,016.00
180	CLU2	Clusia guttifera	Small Leaf Clusia	4'	3'				7	4	Install 3'	\$ 33.65	\$ 6,057.00
82	COD	Codiaeum variegatum 'petra'	Petra Croton	18"	15"				3	2		\$ 8.50	\$ 697.00
58	COR	Cordylone terminalis 'red sister'	Red Ti Plant	18"	18"				3	3	3 PPP	\$ 9.20	\$ 533.60
7	CRI	Crinum Augustum 'Queen Emma'	Crinum 'Queen Emma'	3'	3'				7	3		\$ 42.10	\$ 294.70
1,127	DIE	Dietses iridiodes	White african Iris	18"	15"				3	2.5		\$ 8.50	\$ 9,579.50
1,926	FIC	Ficus Macrocarpa Green Island	Green Island Ficus	12"	10"				3	2		\$ 7.60	\$ 14,637.60
54	HIB	Hibiscus rosa-sinensis 'Seminole Pink'	Seminole Pink Hibiscus	30"	24"				7	4	FTB, shrub	\$ 42.10	\$ 2,273.40
773	IXO	Ixora 'Nora Grant'	Nora Grant Ixora	18"	18"				3	2		\$ 7.80	\$ 6,029.40
446	MUH	Muhlenbergia capillaris	Pink Muhly Grass	24"	22"				1	2		\$ 4.95	\$ 2,207.70
193	PIT	Pittosporum Tobira Variegata	Variegated Pittosporum	12"	12"				3	2.5		\$ 9.20	\$ 1,775.60
107	PMA2	Podocarpus Macro. 'maki'	Shrubby Yew	48"	24"				7	1.5		\$ 42.10	\$ 4,504.70
202	SRE	Serenoa repens	Saw Palmetto	18"	18"				3	3	bid as 7 GAL	\$ 49.15	\$ 9,928.30
268	SPA	Spartina bakeri	Sand Cordgrass	24"	22"				1	3		\$ 4.95	\$ 1,326.60
7,308												\$	74,998.70

<b>Turf Areas</b>													
129,600	SF	St. Augustine "Floritam"										\$ 0.37	\$ 47,952.00
129,600												\$	47,952.00

<b>Mulch</b>													
525	c.y.	Mulch		56,755.75	s.f.					3	Depth in inches	\$ 49.15	\$ 25,803.75



Miscellaneous													
840	LF	Root Barrier	36"									\$ 17.50	\$ 14,700.00
1	EA	Soil Testing										\$ 984.00	\$ 984.00
841												\$ 15,684.00	

137,846		<b>Landscape Total</b>	<b>\$349,166.45</b>	<b>\$ 349,166.45</b>
		<b>Irrigation Total</b>	<b>\$0.00</b>	
		<b>Project Total</b>	<b>\$349,166.45</b>	

X

Impact Landscaping & Irrigation, LLC

X

Owner/Contractor

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# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Impact Landscaping & Irrigation, LLC  
1562 Park Lane South, Unit 700  
Jupiter, FL 33458

**SURETY:**

*(Name, legal status and principal place of business)*

Capitol Indemnity Corporation  
1600 Aspen Commons, Suite 300  
Middleton, WI 53562

**OWNER:**

*(Name, legal status and address)*

Avenir Community Development District  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**BOND AMOUNT:** 10% of amount bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Avenir Site Plan #1 - POD 4; Project No.: 201906  
Common Area Landscape and Irrigation

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of July, 2020.

_____	Impact Landscaping & Irrigation, LLC	_____
<i>(Witness)</i>	<i>(Principal)</i>	<i>(Seal)</i>
_____	_____	_____
<i>(Witness)</i>	<i>(Title)</i>	
_____	Capitol Indemnity Corporation	_____
<i>(Witness)</i>	<i>(Surety)</i>	<i>(Seal)</i>
_____	Taylor Pollock	_____
<i>(Witness)</i>	<i>(Title)</i>	<i>(Seal)</i>
	Taylor Pollock, Attorney-in-Fact	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60130040

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- BONNIE ROBBINS; MARSHA L. WENDT; NICKIE SORENSEN; VALLI RITENOUR -----  
----- DAMARIS MARTINEZ; TAYLOR POLLOCK -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of JULY, 2020.



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary

## Certification Information

**Certification Number:** U-20894  
**Classification:** Irrigation Sprinkler  
**Expiration:** 09/30/2021  
**Status:** Active  
**ID:** 0105274

## Qualifier

**Name:** Dwayne A Sapp  
**Date of Birth:** 12/07/1964  
**Phone:** 561-718-2719  
**Email:** dwayne.sapp@impactlandscaping.net  
**Drivers License:** S100161644470 / FL  
**Address:** 2706 Dean Dr, Ft Pierce, FL 34981

## Company

**Company Name:** Impact Landscaping & Irrigation LLC  
**Phone:** 772-462-5223  
**Email:** dwayne.sapp@impactlandscaping.net  
**Company Address:** 9250 Russos Rd, Ft Pierce, FL 34951

## Carrier

Document	Expiration	Cancellation	Leasing Company
BOND	09/30/2021		
INSUREN	10/13/2020		
WORKCOMP	10/13/2020		N



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1562 PARK LN S UNIT 700  
 JUPITER, FL 33458

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	SAPP DWAYNE A	U20894	B19.568063 - 08/08/19	\$27.50	B40157974

This document is valid only when received by the Tax Collector's Office.

B3 - 541

IMPACT LANDSCAPING AND IRRIGATION LLC  
 IMPACT LANDSCAPING AND IRRIGATION LLC  
 1562 PARK LN S UNIT 700  
 JUPITER, FL 33458

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201476261  
 EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1562 PARK LN S UNIT 700  
 JUPITER, FL 33458

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	IMPACT LANDSCAPING AND IRRIGATION LLC		B19.567793 - 08/08/19	\$66.00	B40123605

This document is valid only when received by the Tax Collector's Office.

B2 - 541

IMPACT LANDSCAPING AND IRRIGATION LLC  
 IMPACT LANDSCAPING AND IRRIGATION LLC  
 1562 PARK LN S UNIT 700  
 JUPITER, FL 33458

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200801128  
 EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**PROJECT MANUAL**



**AVENIR**

*Scope of Work:*

**AVENIR SITE PLAN #1 – POD 4**  
**COMMON AREA LANDSCAPE AND IRRIGATION**

*Prepared for:*

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

2501A Burns Road  
Palm Beach Gardens, FL 33410

*Prepared by:*



**BALLBÉ & ASSOCIATES, INC.**

2737 Northeast 37<sup>th</sup> Place  
Fort Lauderdale, Fl. 33306  
(954) 491-7811

*Project Number:*

**201906**

June 25, 2020

Date: June 25, 2020

Re: **AVENIR SITE PLAN #1 – POD 4**  
City of Palm Beach Gardens, Palm Beach County, Florida

Project No.: **201906**

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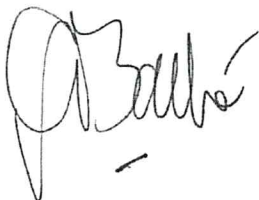
**AVENIR COMMUNITY DEVELOPMENT DISTRICT** invites you to submit a proposal for the work described in the attached Project Manual, Bid Documents and Specifications for the above referenced project.

The Project Manual will be available beginning **June 25, 2020**. The Project Manual will include, but not be limited to the request for the invitation to bid, contract documents, construction plans and specifications.

If you have any questions or require any additional information, please do not hesitate to call me.

Sincerely,

**BALLBÉ & ASSOCIATES, INC.**



Carlos J. Ballbé, P.E., LEED® A.P.



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20	Instructions to Bidders
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Exhibit	Description
1	Avenir Site Plan #1 – Parcel A-4 Site Plan prepared by UDK
2	Avenir Site Plan #1 – Parcel A-4 Landscape Plans prepared by UDK
3	Entry Area Landscape Plans prepared by KWD
4	Irrigation Plans prepared by David Font Design





## **PROJECT DESCRIPTION**

Owner is seeking bids to install the common areas landscape and irrigation at AVENIR SITE PLAN #1 – POD 4 consisting of the following:

- General conditions
- The required grading to obtain final elevations.
- Provide drawings, shop drawings, and all plans and documents required to obtain a building permit from the City of Palm Beach Gardens Building Department.
- Prepare, submit and process applications required to obtain building permit from the City of Palm Beach Gardens Building Department for the work.
- Install landscape as per bid plans.
- Install irrigation as per bid plans, including the electrical and mechanical components.
- Final inspections with permitting agencies and Owner.
- Process documents required to final building permit.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary revisions to the as-builts, inspections, and work required to certify the Work to the permitting agencies.

Cost of payment and performance bond shall also be provided. Contractor shall furnish all supervision, labor, tools, equipment, permits and licenses necessary to construct the improvements.

## **BID FORMAT FOR QUANTITIES AND UNIT PRICES**

Contractor shall provide bid quantities and unit prices for the items listed above and as necessary to perform the work specified on the bid documents and plans.

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INVITATION TO BID

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- 10.1 Sealed bids will be received by **Jason Pierman**, District Manager on behalf of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT** (Owner). The bids shall be based on selling and delivering all necessary labor, materials, equipment and services for the completion of the Work, including the installation of materials, supplies and equipment for the construction of **AVENIR SITE PLAN #1 – POD 4 COMMON AREA LANDSCAPE & IRRIGATION.**

There will be a **mandatory pre-proposal conference** at the office of Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 on **January 30, 2020 at 1:30 p.m.**

Firms desiring to provide services for the Project must submit one (1) electronic copy and one (1) physical copy of the required proposal marked "**Avenir Site Plan 1 – Pod 4 Common Area Landscape & Irrigation Project RFP Response**" no later than **July 17, 2020, at 11:30 a.m.**, at the offices of the District Manager, Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410.

The District Manager and District Engineer will conduct a special public meeting on **July 17, 2020 at 12:00 p.m.**, at the District Manager's office to open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Manager, at the District's Manager's office, or (561) 630-4922. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

- 10.2 The bidder shall submit along with his bid evidence that he is licensed to perform the work and services or qualified by examination to be so licensed.
- 10.3 Bids shall be for the project in its entirety. Partial bids shall not be accepted, unless requested by the Engineer or Owner.
- 10.4 All construction shall conform to the construction plans, specifications and contract documents.
- 10.5 Bids will be evaluated in accordance with the criteria included in the Project Manual (Section 20 – Instructions to Bidders). The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems

SECTION 10  
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appropriate, if it determines in its discretion that it is in the District's best interests to do so.

- 10.6 If the INSTRUCTION TO BIDDERS is not included in this document then the instruction to bidders shall be as described in the "STANDARD FORM OF INSTRUCTION TO BIDDERS" as presented jointly by the Professional Engineer in Private Practice (a practice division of the National Society of Professional Engineers), by the American Consulting Engineers Council and by the Construction Specification Institute.
- 10.7 If the GENERAL CONDITIONS are not included in this document then the general conditions shall be as described in the "AIA GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION DOCUMENT A201-2017" as presented by the American Institute of Architects.
- 10.8 If the AGREEMENT is not included in the document then the agreement may be as described in the "AIA STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR DOCUMENT A102-2017" as presented by the American Institute of Architects.

To access this document please refer to the link provided below.

[Standard Form of Agreement](#)

**Owner reserves the right to use any contract format.**

- 10.9 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 10.10 Section 287.135, F.S. requires any company submitting a bid or proposal on certain contracts/bids to certify that they are not 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, that the company is not participating in a boycott of Israel, and that the company does not have business operations in Cuba or Syria.

To access the Scrutinized Company Certification Form please refer to the link provided below.

[Scrutinized form](#)

- 10.11 Any person who wishes to protest this notice or the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of the notice, for protests related to the notice, or, for protests related to the Project Manual, within

SECTION 10  
INVITATION TO BID

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seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. 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 to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- 10.12 All questions regarding the Project Manual or the Project shall be directed in writing by email only to the District Engineer, Ballbe & Associates, Inc., Carlos J. Ballbe, P.E., email address: [carlos@baeng.us](mailto:carlos@baeng.us). No phone inquiries please.

SECTION 20  
INSTRUCTION TO BIDDERS

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20.1 DEFINED TERMS

These Instructions to Bidders were taken from the "Standard Form of Instructions to Bidders", jointly issued by Professional Engineers in private practice, a practice division of the National Society of Professional Engineers and by American Consulting Engineers Council and by Construction Specifications Institute. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1983 editions) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

20.2 COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

20.3 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located or covenant to obtain such qualification prior to award of the contract.

20.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at

SECTION 20  
INSTRUCTION TO BIDDERS

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the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigation to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 20.4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

20.5 INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing by email. Replies will be issued by Addenda emailed to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

All questions regarding the Project Manual or the Project shall be directed in writing by email only to the District Engineer, Ballbe & Associates, Inc., Carlos J. Ballbe, P.E., email address: [carlos@baeng.us](mailto:carlos@baeng.us). No phone inquiries please.

20.6 BID SECURITY

Bid Security shall be made payable to Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the Bid Bond form provided in the link below:

[Bid bond sample](#)

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INSTRUCTION TO BIDDERS

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The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the one hundred and twentieth day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid openings.

20.7 CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contractor Time) is set forth in the Bid Form and will be included in the Agreement.

20.8 LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

20.9 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" Items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Article 30.6-4 of the General Conditions which may be supplemented in the General Requirements.

20.10 SUBCONTRACTORS, ETC.

If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information

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INSTRUCTION TO BIDDERS

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as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

In contracts where the Contract Price is on the basis of Cost-of-the-Work plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

20.11 PREPARATION OF BID

A Bid must be made on a Bid Form prepared by Bidder. The Bid Form shall not be separated from the Contract Documents nor shall it be altered in any way.

Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the bid item description, quantity, unit price and total amount for which he proposes to do each and every item of Work. Ditto marks shall not be used.

20.11-1 A Bidder shall execute his Bid as stated below.

1. A Bid by an individual shall show his name and official address.
2. A Bid by a partnership must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership shall be shown.
3. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and the official corporate address shall be shown.



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INSTRUCTION TO BIDDERS

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4. All names must be printed below the signature.
5. Contractor's license or registration number shall be entered in the space provided on the Bid Form.

The Bid shall contain an acknowledgement of the receipt of all Addenda in the space provided on the Bid Form.

The address to which communications regarding the Bid are to be directed shall be shown.

20.12 PROJECT SCHEDULE

Bidder shall submit a project schedule based showing the time required to perform each individual bid item category.

20.13 SUBMISSION OF BIDS

Bids shall be submitted prior to the time and at the place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and if required accompanied by the Bid Security, if applicable, and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids shall be addressed to:

Jason Pierman  
Avenir Community Development District  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Any person who wishes to protest this notice or the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of the notice, for protests related to the notice, or, for protests related to the Project Manual, within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. 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 to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

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20.14 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

20.15 OPENING OF BIDS

When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. **This Bid will be opened publicly** at the time and place set forth in Section 10.1 of the Invitation to Bid.

Bids received by mail or otherwise after the time specified for the opening of Bids as indicated in the Notice to Bidders will not be accepted and will be returned to the Bidder unopened.

20.16 BIDS TO REMAIN OPEN

All Bids shall remain open for 30 days after the day of the opening of Bids or until any bid protest procedure is finally resolved, should a bid protest be lodged prior to the execution of the contract, whichever last occurs. The OWNER may, in his sole discretion, release any Bid and return the Bid security prior to that date.

20.17 ACKNOWLEDGMENTS

In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Bidder acknowledges the following:

1. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby.
2. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, including Florida Department of

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Environmental Protection, Collier County, South Florida Water Management District and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation.

3. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction and its costs.
4. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and the developer.
5. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
6. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of his industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
7. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
8. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
9. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
10. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.

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11. The Contractor shall submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and proposal must balance. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
12. The Proposer shall specify subcontractors to be used for major work items.
13. The Contractor shall obtain and comply with the DEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Contractor shall file the required DEP NOI prior to the commencement of construction activities. The contractor will also be required to terminate NOI, per DEP procedures, upon successful completion of construction activities.
14. Contractor shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. Contractor shall monitor and keep the construction area in compliance with all NPDES, DEP, SFWMD, ACOE, and County latest rules and regulations. Any fines levied shall be paid by Contractor.
15. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
16. All signage shall be included in this proposal.
17. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until twelve (12) months after acceptance by all applicable regulatory authorities or as otherwise provided in the Contract Documents.
18. Contractor shall be required to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible, in accordance with 2 C.F.R. § 200.321.

20.18 BASIS OF AWARD/RIGHT TO REJECT

Owner reserves the right to reject any and all Bids, to waive any and all

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informalities and to negotiate contract terms with Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

Owner may consider the qualifications, familiarity with the project, experience working with the local jurisdiction and utility companies, availability of personnel and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be Submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

The contract may not be awarded to the lowest Bidder and may be awarded to a Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

The bids shall be ranked based on the District's evaluation of the Bidder's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Bidders and reference checks of the Bidder's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria listed below and contained within the Project Manual. Price will be one factor used in determining the Bid that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Bid. The ranking and evaluation of the Bids is subject to the individual scorer's discretion and the points ultimately awarded to each Bidder, and corresponding ranking, may differ widely from individual scorer to individual

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scorer.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty days after the day of the Bid opening.

20.19 PROTESTS

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements, including but not limited to source evaluation, protests, disputes, and claims.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in an amount of ten thousand dollars (\$10,000). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

20.20 MANDATORY AND PERMISSIVE REQUIREMENTS

Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

20.21 EVALUATION CRITERIA

1. *Personnel.* (10 Points)

(E.g., financial and technical resources; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc. *No preference will be given based on a respondent's geographic proximity to the Project.*)

2. *Proposer's Experience and Familiarity with Project.* (15 Points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other Community

SECTION 20  
INSTRUCTION TO BIDDERS

---

Development Districts in other contracts; compliance with applicable public policy; character, integrity, reputation of respondent, etc. Familiarity with the project and experience working on project in Palm Beach Gardens and with S)

3. *Understanding of Scope of Work.* (15 Points)

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

4. *Price.* (45 Total Points)

Points available for price will be allocated as follows:

35 Points will be awarded to the Proposer submitting the lowest total bid, (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

5. *Schedule.* (15 Points)

Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

5 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

20.22 CONTRACT SECURITIES

The OWNER will require a performance and payment bond, and the form of such performance and payment bond may be substantially in the form indicated in Section 60, respectively. The foregoing notwithstanding, the Bonds must comply strictly with Section 255.05 of Florida Statutes.

SECTION 20  
INSTRUCTION TO BIDDERS

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The successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for his review and approval, the Bond he proposes to furnish at the time of the execution of the Agreement.

20.23 CONTRACTOR'S INSURANCE

The requirements for CONTRACTOR'S insurance are stated in the General Conditions. The requirements for delivery of certificates of insurance are stated in the General Conditions.

The successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for his review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and he shall submit certificates of insurance to the OWNER as stated in the General Conditions.

20.24 EXECUTION OF AGREEMENT

Concurrently with the issuance of the Notice of Award, the OWNER will provide three unsigned counterparts of the Agreement and all other Contract Documents. Within 15 work days thereafter the CONTRACTOR shall deliver three signed counterparts of the Agreement, all Contract Documents, Bond and Insurance Certificates to the OWNER. Within 15 work days thereafter, the OWNER will deliver fully signed counterparts to the CONTRACTOR.

After completion of all document submission and signing, a Notice to Proceed will be issued.

20.25 NOTICE TO PROCEED

Issuance of the Notice to Proceed shall be as stated in the General Conditions.



SECTION 30  
GENERAL CONDITIONS

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The general conditions shall be described in the STANDARD GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT as presented jointly by the Professional Engineers In Private Practice (a practice division of the National Society of Professional Engineers), by the American Consulting Engineers Council and by the Construction Specification Institute.

To access this document please refer to the link provided below.

[AIA general conditions](#)

SECTION 40-1  
FORM OF PROPOSAL

---

40.0 PROPOSAL

TO: Jason Pierman  
AVENIR COMMUNITY DEVELOPMENT DISTRICT  
2501A Burns Road  
Palm Beach Gardens, FL 33410

DATE: 7/17/2020

Dear Mr. Pierman:

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the plans and has fully acquainted himself with the work to be done; that he has thoroughly examined the specifications and all contract documents pertaining thereto; and has read any and/or all addenda issued prior to the opening of the bids.

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, construction equipment, transportation, and labor to complete the construction as shown, detailed, and described in the specifications and on the drawings.

It is understood by the Bidder that no additional compensation shall be allowed for extra work unless authorized in writing by the Owner.

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 133 days calendar days, thereafter.


SECTION 40-1  
FORM OF PROPOSAL

---

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. \_\_\_\_\_ issued by \_\_\_\_\_, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Impact Landscaping & Irrigation, LLC

ADDRESS: 1562 Park Lane South Suite 700 Jupiter FL 33458

BY:  Joseph Floyd Jr

TITLE: CFO

SECTION 40-1  
FORM OF PROPOSAL

---

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

SECTION 40-2  
 SUBCONTRACTOR FORM

---

Bidder shall set forth below:

- a. Name and the location of the place of business.
- b. Florida contractor license number.
- c. Portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price.

No additional time shall be granted to provide the below requested information. If no subcontractor is specified for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	Contractor License Number
Mainline Staking	Caulfield & Wheller, Inc.	7900 Glades Eoad, Suite 100 Boca Raton, FL 33434	

BIDDER: Impact Landscaping & Irrigation, LLC

ADDRESS: 1562 Park Lane South Suite 700, Jupiter FL 33458

BY:  Joseph Floyd Jr

TITLE: CFO

**Bond shall meet the requirements of Section 255.05, Florida Statutes**

**\*\*SAMPLE\*\***

60.2 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

a \_\_\_\_\_ corporation, hereinafter called PRINCIPAL, and \_\_\_\_\_

State of \_\_\_\_\_,

hereinafter called SURETY, are held and firmly bound unto the \_\_\_\_\_,

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly, severally, and firmly by these presents. Said sum shall be one hundred percent (100%) of the amount of the bid.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ a copy of which is hereto attached and made a part hereof for furnishing all labor, material, and equipment for accomplishing construction of the \_\_\_\_\_ in accordance with Contract Documents prepared by Ballbé & Associates, Inc., dated \_\_\_\_\_.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, supplies, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Contract Documents accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract or to the work, or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 60  
BOND FORMS

---

IN WITNESS WHEREOF, the Part \_\_\_ of the First Part has hereunto set \_\_\_\_\_ hand and seal on the day first above written.

CONTRACTOR:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA     )  
  )SS  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, \_\_\_\_\_ to me well known as the person(s) described in and who executed the foregoing instrument, and acknowledged before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above stated State and County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

(SEAL)

FORM APPROVED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Attorney or Authorized Person

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

DATE

**Bond shall meet the requirements of Section 255.05, Florida Statutes**

**\*\*SAMPLE\*\***

60.3 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ a \_\_\_\_\_  
corporation, hereinafter called PRINCIPAL, and \_\_\_\_\_ State of \_\_\_\_\_

hereinafter called SURETY, are held and firmly bound unto the \_\_\_\_\_  
ereinafter called OWNER, in the penal sum of \_\_\_\_\_ in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, and successors jointly, severally, and firmly by these presents. Said  
sum shall be one hundred percent (100%) of the amount of the bid.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a  
certain Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy  
of which is hereto attached and made a part hereof for furnishing all labor, material, and equipment for  
accomplishing construction of the \_\_\_\_\_ in accordance with  
Contract Documents prepared by Ballbé & Associates, Inc. dated \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term  
thereof and performs the guarantee of all work and materials for the time specified in the contract, and  
shall fully indemnify and save harmless the OWNER from all cost and damages which it may suffer by  
reason of failure to do so, including cost, extra engineering fees, and attorney fees, including appellate  
proceedings, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may  
incur in making good any default, then this obligation shall be void, otherwise, to remain in full force and  
effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that  
no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be  
performed hereunder or the Contract Documents accompanying the same shall in anywise affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation  
or addition to the terms of the Contract or to the work, or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the Part \_\_\_\_ of the First Part has hereunto set \_\_\_\_\_ hand and seal  
on the day first above written.

CONTRACTOR:

\_\_\_\_\_  
WITNESS



SECTION 60  
BOND FORMS

---

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA        )  
                                  )SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, \_\_\_\_\_ to me well known as the person(s) described in and who executed the foregoing instrument, and acknowledged before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above stated State and County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
My Commission Expires  
  
(SEAL)

\_\_\_\_\_  
Notary Public

FORM APPROVED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Attorney or Authorized Person

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

DATE

**Scrutinized Company Certification**

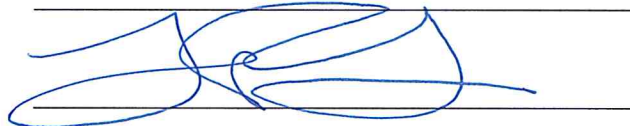
I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

Impact Landscaping & Irrigation, LLC

SIGNATURE and DATE:



NAME AND TITLE:

Joseph Floyd Jr

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**FLOYD, JOSEPH JAMES JR**  
IMPACT LANDSCAPING & IRRIGATION, LLC  
1562 PARK LANE SOUTH  
UNIT 700  
JUPITER FL 33458

**LICENSE NUMBER: SCC131151769**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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