



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 24, 2023
12:30 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.avenircdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING & PUBLIC HEARING
August 24, 2023
12:30 p.m.

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PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

AVENIR COMMUNITY DEVELOPMENT DISTRICT - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ET AL.

in the XXXX Court, was published in said newspaper by print in the issues of and/or by publication on the newspaper's website, if authorized, on

10/17/2022

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

Angelina Garay

Sworn to and subscribed before me this
17 day of OCTOBER, A.D. 2022

Brenda M. Simmons

(SEAL)
ANGELINA GARAY personally known to me



**AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING
SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

- October 27, 2022
- November 14, 2022
- December 15, 2022
- January 26, 2023
- February 23, 2023
- March 23, 2023
- April 27, 2023
- May 25, 2023
- June 22, 2023
- July 27, 2023
- August 24, 2023
- September 28, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testi-

mony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

AVENIR community development district
www.avenircdd.org
10/17 22-24/0000625671P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & SPECIAL BOARD MEETING
JUNE 9, 2023**

A. CALL TO ORDER

The June 9, 2023, Special Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:35 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Special Board Meeting had been published in *The Palm Beach Daily Business Review* May 31, 2023, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero (via phone), Vice Chairman Roberto Horowitz and Supervisors Rodolfo Stern and Eduardo Stern and it was in order to proceed with the meeting.

Also in attendance were: Jason Pierman of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos Ballbe of Ballbe & Associates (via phone); Developer Reps Rosa Schechter and Tanya McConnell; and Clubhouse Rep Rick Salvatore.

Also present was Brian Hengen, a District resident.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that the H&J Change Order had been deleted from the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Hengen asked for updates on the stop light on Northlake Boulevard, the fitness center and construction workers speeding through the community. Mr. Pierman confirmed that the traffic light installation had begun, the fitness center was awaiting an emergency call box and that the Palm Beach Gardens Police had increased their patrols within the community.

F. APPROVAL OF MINUTES

1. April 27, 2023, Regular Board Meeting

The minutes of the April 27, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Horowitz, seconded by Mr. Rodolfo Stern and passed unanimously approving the minutes of the April 27, 2023, Regular Board Meeting, as presented.

The Special Board Meeting was then recessed, and the Public Hearing was opened.

G. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business Review* May 23, 2023, and May 30, 2023, as legally required.

2. Receive Public Comment on Levying Assessments – Town Center 2023 Project

Mr. Ballbe explained the Town Center project, noting that it included retail development, anchored by Publix, with office space. These bonds are being issued to finance the Town Center public infrastructure, as described in the Sixth Supplemental Engineer Report, which was previously approved. Mr. Pierman noted that the project cost is \$17,715,400, of which \$15,000,000 is being deferred by the bond issue.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and unanimously passed approving the Town Center project.

3. Consider Resolution No. 2023-08 – Levying Assessments – Town Center 2023 Project

Resolution No. 2023-08 was presented, entitled:

RESOLUTION NO. 2023-08

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE TOWN CENTER PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2023 (TOWN CENTER PROJECT) (THE “SERIES 2023 BONDS”) ON PROPERTY WITHIN THE TOWN CENTER ASSESSMENT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE TOWN CENTER PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SERIES 2023 BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Pawelczyk explained that this was the final assessment resolution to approve the project and assess the land within the Town Center assessment area, the acreage of which was set in the Master Assessment Methodology.

A **motion** was made by Mr. Horowitz, seconded by Mr. Eduardo Stern and passed unanimously adopting Resolution No. 2023-08, as presented.

The Public Hearing was then closed, and the Special Board Meeting was reconvened.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2023-09 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Resolution No. 2023-09 was presented, entitled:

RESOLUTION NO. 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman explained that the overall assessment was decreasing slightly, due to the new phase coming online, which spread out the O&M costs. He also explained that he was soliciting quotes for pressure cleaning and suggested moving forward on installing the FOB system for the pool and tennis court area. Mr. Pierman noted that letters would be sent to owners of property that were on the tax roll for the first time.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and passed unanimously adopting Resolution No. 2023-09, as presented.

2. Consider Engagement Letter with The Barthet Firm Regarding Construction Legal Matter, as Assigned

Mr. Pawelczyk explained that after discussion with the developer's construction manager for the entire project, it was recommended to have someone available to help with construction matters, as they arise. The Barthet Firm will update the standard construction agreement that has been used on previous projects.

A **motion** was made by Mr. Horowitz, seconded by Mr. Rodolfo Stern and passed unanimously approving the engagement of The Barthet Firm regarding construction legal matters, as presented.

3. Consider Ratification of Northlake Boulevard Signal Easement

4. Consider Ratification of Northlake Boulevard & Panther National Boulevard Signal Easement

5. Consider Ratification of Northlake Boulevard & Premier Street Signal Easement

Ms. McConnell explained the location of the easements and noted that these allow the County to install signal loops.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Horowitz and unanimously passed ratifying the three easements.

6. Consider Ratification of LED Lighting Agreement

Mr. Ballbe noted that the agreement was for the Spine Road Phase 5 project.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and passed unanimously ratifying the LED Lighting Agreement, as presented.

7. Consider Coconut Boulevard Entrance Feature Proposals

- a. C & C Diversified Services, LLC
- b. Carpenter Contractors of America, Inc.
- c. Titan Stone, LLC
- d. Coastal Electric

A **motion** was made by Mr. Horowitz, seconded by Mr. Rodolfo Stern and passed unanimously approving all four proposals and authorizing staff to draft agreements with each contractor.

8. Consider Landscape Replacement Proposal

Ms. Cepero confirmed that the replacements would be funded through the O&M budget and that it does not include clubhouse replacements.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and passed unanimously approving the Landscape Replacement proposal, as presented.

9. Consider Pump Station Monitoring Agreement

Mr. Pierman noted that telemetry had not been included with the pump station, but suggested that it be added, explaining that its cost would be offset by a decrease in the monitoring agreement cost.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Horowitz and unanimously passed approving the agreement and authorizing staff to draft an agreement with language included to note the reduction in cost when telemetry is online.

10. Consider Town Center Maintenance Agreement

Mr. Pawelczyk explained that the District was using bond proceeds to fund Town Center improvements, and this agreement enables Avenir Development to maintain those improvements at no cost to the District. He noted that the agreement would be recordable so that it runs with the land, and that it allows for assignment to a Property Owners' Association. The agreement protects the District and provides for greater efficiency. He also noted that the agreement goes into effect when the improvements are completed.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Horowitz and unanimously passed approving the Town Center Maintenance Agreement in substantially final form.

11. Consider Ratification of Town Center Easement

Mr. Pawelczyk advised that the easement was in line with the Town Center Maintenance Agreement, explaining that because the District does not own property in the assessment area, this easement grant ingress/egress access over all District improvements. He noted that the easement covers the entire

assessment area now, but areas would be terminated as the developer builds them, and assessments would be paid off as building has been completed. As properties are sold, bonds would be paid off, similar to B Bonds.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and passed unanimously ratifying the Town Center Easement, as presented.

12. Consider Resolution No. 2023-10 – Adopting a Records Retention Policy

Resolution No. 2023-10 was presented, entitled:

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Pierman explained that this was in line with the policy that is currently in place, but includes a provision that designates the electronic version of a document as the official District record.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and passed unanimously adopting Resolution No. 2023-10, as presented.

13. Discussion Regarding Mitigation Management

Mr. Pierman explained that he had received a proposal from EW Consulting for conservation areas mitigation maintenance, but it far exceeds the RFP threshold, due to the expanded area. As such, the work needs to be publicly bid. Mr. Ballbe explained that the plan had been approved by SFWMD to remove invasives, monitor plantings, and replace dead plants.

14. Discussion Regarding Northlake Boulevard Road Widening Phase One Contract

Mr. Ballbe explained that the District awarded the Northlake Boulevard Road Widening Phase One contract to Ranger in 2022. However, the County required permitting that took over a year to complete and increased the scope of work. The project is approved, and plans have been updated with the new scope, which increased the cost of the project by more than \$3,000,000. Mr. Ballbe recommended that the project be rebid because the change order amount is too high, even after revisions had been made. He requested permission to compensate Ranger for the work that they had done and to rebid the contract.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Rodolfo Stern and unanimously passed to terminate the Ranger contract and authorize staff to negotiate a settlement for the work that has been completed, and for staff to rebid the project.

15. Consider Centerline Change Order

Mr. Ballbe presented Change Order No. 1 for Centerline, explaining that it was for plan revisions and added roadway work, in the amount of \$4,445,441.78.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Eduardo Stern and passed unanimously approving the Centerline Change Order in the amount of \$4,445,441.78.

J. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that the west fountain entry feature was completed, but now the east fountain is down. He also presented an update on clubhouse events, noting that there had been four paid events, and distributed the June schedule. Mr. Salvatore presented proposals for the entry fountain feature pump in the amount of \$3,848.14; the commercial fitness maintenance agreement in the amount of \$1,580 annually; annual flower rotation from CPM in the amount of \$3,370.50; and storm drain grading from CPM in the amount of \$612.50.

A **motion** was made by Mr. Rodolfo Stern, seconded by Mr. Horowitz and unanimously approved, accepting the presented proposals and to authorizing staff to move forward with drafting any necessary agreements.

Mr. Salvatore also noted that he had received a proposal for landscaping upgrades at the tot lot and parking lot but was awaiting a second proposal.

Mr. Salvatore explained that Pay Academy, which is already directing programs onsite, had approached him about hosting a summer camp at no cost to the District. The Board confirmed that the camp would be open only to patrons and any children who might be living with resident patrons for the summer.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Rodolfo Stern and unanimously passed allowing Play Academy to run their summer camp.

K. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to file their Form 1 before the July 1st deadline. He also explained that the District had over 250 qualified electors as of April 15, 2023, so the first General Election would take place in November 2024 for two seats.

Mr. Pawelczyk noted that, beginning in 2024, Board Supervisors would be required to complete four hours of State Ethics training.

Mr. Pierman noted that there would not be a quorum for the July meeting, so the next scheduled meeting will be August 24. Hearing that, Ms. McConnell explained that there would be a Change Order for Cheetham for the traffic light coming in the next couple of weeks.

A **motion** was made by Mr. Eduardo Stern, seconded by Mr. Horowitz and unanimously approved authorizing the Chair to execute the Change Order, subject to staff review, for a not-to-exceed amount of \$900,000.

L. BOARD MEMBER COMMENTS

There were no further comments from the Members of the Board.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Eduardo Stern, seconded by Mr. Horowitz and passed unanimously adjourning the Special Board Meeting at 2:09 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, of Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING. - THE BOARD OF SUPERVISORS, ET AL.

in the XXXX Court,
was published in a newspaper by print in the issues of Palm Beach Daily Business Review f/k/a Palm Beach Review on

08/04/2023 08/11/2023

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

Angelina Garay
Sworn to and subscribed before me this
11 day of AUGUST, A.D. 2023

[Signature]
(SEAL)
ANGELINA GARAY personally known to me



AVENIR COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING

The Board of Supervisors (the "Board") of the Avenir Community Development District (the "District") will hold a public hearing on August 24, 2023, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2023/2024. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the District's website seven (7) days prior to the public hearing or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.
AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenirodd.org
8/4-11 23-02/0000676409P

RESOLUTION NO. 2023-11

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.

WHEREAS, the Avenir Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 24th day of August, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Avenir
Community Development District

Final Budget
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024

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FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M Assessments	3,865,793
Clubhouse Assessments	1,745,718
Total Regular Debt Assessments	10,802,375
Total Cap I + B Bond Debt Assess	4,404,531
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	5,582,400
Debt - Capitalized Interest	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	0
Clubhouse Interest & Other Income	69,000
TOTAL REVENUES	\$ 26,469,817
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	54,645
Legal	48,000
Assessment Roll	6,000
Audit Fees	6,600
Arbitrage Rebate Fee	3,025
Insurance	30,000
Legal Advertisements	3,300
Miscellaneous	2,000
Postage	750
Office Supplies	3,500
Dues & Subscriptions	175
Trustee Fees	31,500
Continuing Disclosure Fee	2,750
Website Management	1,600
Appraisal Fee	0
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	80,000
Base Landscape Maintenance	775,000
Optional Landscape Maintenance	350,000
Irrigation Maintenance	50,000
Lake Maintenance	250,000
Fountain Maintenance	50,000
Stormwater / Lake Water Control	0
Street Sweeping / Pressure Washing	100,000
Fish Stocking	0
Mitigation Maintenance	720,000
Trail Maintenance	5,000
Wild Hog Control	15,000
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	400,000
Water (Seacoast)	150,000
Field Operations	55,000
Contingency	150,000
Clubhouse Total Expenditures	1,709,975
TOTAL EXPENDITURES	\$ 5,268,820
REVENUES LESS EXPENDITURES	\$ 21,200,997
Bond Payments - Series 2018	(3,000,462)
Bond Payments - Series 2019	(1,428,335)
Bond Payments - Series 2020 (IF)	(5,582,400)
Bond Payments - Series 2021	(4,880,154)
Bond Payments - Series 2023	(5,249,813)
BALANCE	\$ 1,059,833
County Appraiser & Tax Collector Fee	(328,278)
Discounts For Early Payments	(656,555)
EXCESS/ (SHORTFALL)	\$ 75,000

DETAILED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	1,129,080	1,957,654	3,865,793	Total Regular Expenses / .94
Clubhouse Assessments	1,218,750	1,589,747	1,745,718	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	3,535,434	10,806,548	10,802,375	
Total Cap I + B Bond Debt Assess			4,404,531	
Landowner Contribution - O&M	825,162	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	3,646,171	1,073,500	5,582,400	Estimated
Debt - Capitalized Interest	0	0	0	
Bond Prepayments	1,742,436	0	0	
Bond Prepayments - Sent to Trustee	(1,742,436)	0	0	
O&M Interest & Other Income	988	1	0	
Clubhouse Interest & Other Income	12,330	17,600	69,000	Rental 36,000 + Tickets 18,000 + Memb 15,000
TOTAL REVENUES	\$ 10,367,915	\$ 15,445,050	\$ 26,469,817	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	1,713	15,000	15,000	
Management	31,705	60,820	54,645	CPI Adjustment
Legal	43,554	60,000	48,000	
Assessment Roll	6,000	7,500	6,000	
Audit Fees	5,600	8,000	6,600	
Arbitrage Rebate Fee	3,033	3,200	3,025	
Insurance	6,790	30,000	30,000	Insurance Estimate
Legal Advertisements	1,363	4,500	3,300	
Miscellaneous	507	2,000	2,000	
Postage	437	500	750	
Office Supplies	4,419	3,500	3,500	
Dues & Subscriptions	175	175	175	
Trustee Fees	30,000	25,000	31,500	
Continuing Disclosure Fee	2,333	3,000	2,750	
Website Management	1,600	2,000	1,600	
Appraisal Fee	0	0	0	
Infrastructure Maintenance	173,092	0	100,000	
Miscellaneous Maintenance	56,910	50,000	80,000	
Base Landscape Maintenance	432,711	600,000	775,000	
Optional Landscape Maintenance	312,831	250,000	350,000	
Irrigation Maintenance	30,849	0	50,000	
Lake Maintenance	37,222	50,000	250,000	
Littorals	0	0	75,000	
Fountain Maintenance			50,000	
Stormwater / Lake Water Control	315,034	50,000	0	Pumps
Street Sweeping / Pressure Washing	18,900	0	100,000	
Fish Stocking	0	25,000	0	
Mitigation Maintenance	174,000	130,000	720,000	
Trail Maintenance	0	5,000	5,000	
Wild Hog Control	0	15,000	15,000	
Pump Station Maintenance / Fuel	3,180	15,000	100,000	
Electric (FPL) (Including Streetlight)	301,811	325,000	400,000	Streetlight & electric
Water (Seacoast)	95,267	100,000	150,000	
Field Operations	0	0	55,000	15,000 for Vesta PT Maint Tech
Contingency			150,000	
Clubhouse Total Expenditures	995,562	1,511,962	1,709,975	
TOTAL EXPENDITURES	\$ 3,086,597	\$ 3,352,157	\$ 5,343,820	
REVENUES LESS EXPENDITURES	\$ 7,281,317	\$ 12,092,893	\$ 21,125,997	
Bond Payments - Series 2018	(2,316,980)	(3,246,468)	(3,000,462)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(1,093,525)	(1,450,285)	(1,428,335)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(3,646,171)	(1,073,500)	(5,582,400)	Estimated
Bond Payments - Series 2021	0	(5,461,403)	(4,880,154)	2024 P & I Payments Less Earned Interest
Bond Payments - Series 2023	0	0	(5,249,813)	2024 P & I Payments Less Earned Interest
BALANCE	\$ 224,642	\$ 861,237	\$ 984,833	
County Appraiser & Tax Collector Fee	(26,291)	(287,079)	(328,278)	
Discounts For Early Payments	(167,560)	(574,158)	(656,555)	
EXCESS/ (SHORTFALL)	\$ 30,791	\$ -	\$ -	

DETAILED FINAL CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

EXPENDITURES	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
Connect Water Fee	0	0	0	
CDD Management	7,926		8,000	
Legal	10,889	0	12,000	
Assessment Roll	1,500	0	1,500	
Audit Fees	1,400	0	1,400	
Arbitrage Rebate Fee	217	0	225	
Legal Advertisements	1,004	0	1,200	
Trustee Fees	3,000	0	3,500	
Continuing Disclosure Fee	167	0	250	
Website Management	400	0	400	
CH Management/personnel	425,902	533,206	686,000	
Uniforms	1,536	4,000	4,000	
Licenses/Permits	18,446	5,000	5,000	
Insurance	38,010	75,456	70,000	
Post / Print / Office Sup	16,412	4,500	9,000	
IT / Telecom	13,889	35,000	20,000	
HVAC Maint & Repair	0	12,000	12,000	
Janitorial	3,540	15,000	13,500	
Misc Repair & Maint	18,199	60,000	60,000	
Pest Control	8,340	20,000	18,000	
Fire/ Life/ Hood -Safe Sys	10,329	6,000	6,000	
Fitness Equip	685	4,000	4,000	
Vehicle Lease & Maint	0	1,500	1,500	
Holiday Decorations	8,852	15,000	15,000	
Cable / Music Services	2,056	4,000	3,000	
Trash Removal	1,814	10,800	6,000	
Gas	26,319	75,000	50,000	
Electricity	29,236	65,000	50,000	
Water & Sewer	25,600	50,000	40,000	
Irrigation Water	742	13,000	13,000	
Security / Camera Surveillance	79,064	0	90,000	
Electronic Access Control	0	4,000	5,000	
Surveillance Repair & Main	0	5,000	3,000	
Landscape Maint Contract	91,769	100,000	90,000	
Landscape Other / Irrigation	1,753	89,500	100,000	
Pool Chemicals	31,767	60,000	55,000	
Pool Maintenance Agreement	35,338	32,500	32,500	
Pool Repair & Misc Maint	0	20,000	25,000	
Tennis & Pickle Court Main	8,842	10,000	15,000	
Furniture Repair & Maint	0	7,500	5,000	
Social Programs	43,673	75,000	75,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	26,946	100,000	100,000	
TOTAL EXPENDITURES	\$ 995,562	\$ 1,511,962	\$ 1,709,975	

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	6,691	200	200	Projected Interest
Net NAV Collection 2018-1	2,113,233	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	403,762	335,556	89,750	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	1,000,683	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	521,050	0	0	
Total Revenues	\$ 4,045,419	\$ 3,246,468	\$ 3,000,662	
EXPENDITURES				
Principal Payments 2018-1	515,000	490,000	520,000	Principal Payment Due In 2024
Principal Payments 2018-2 Taxable	1,655,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	420,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	165,000	175,000	185,000	Principal Payment Due In 2024
Interest Payments 2018-1	1,649,588	1,612,600	1,580,700	Interest Payments Due In 2024
Interest Payments 2018-2 Taxable	339,503	282,030	71,500	Estimated Interest Payments Due In 2024
Interest Payments 2018-2 TE	64,350	53,526	18,250	Estimated Interest Payments Due In 2024
Interest Payments 2018-3	647,450	632,931	622,581	Interest Payments Due In 2024
Bond Redemptions	0	381	2,631	Estimated Excess Debt Collections
Total Expenditures	\$ 5,455,890	\$ 3,246,468	\$ 3,000,662	
Excess/ (Shortfall)	\$ (1,410,471)	\$ -	\$ -	

Series 2018-1 Bond Information

Original Par Amount =	\$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

Series 2018-2 Taxable Bond Information

Original Par Amount =	\$18,445,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-2 Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,700,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-3 Bond Information

Original Par Amount =	\$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	4,776	200	200	Projected Interest
Net NAV Tax Collection	1,522,155	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	302,644	371,750	350,000	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	1,221,387	0	0	
Total Revenues	\$ 3,050,961	\$ 1,450,285	\$ 1,428,535	
EXPENDITURES				
Principal Payments	220,000	230,000	245,000	Principal Payments Due In 2024
Principal Payments B	345,000	0	0	
Interest Payments	864,080	848,960	835,660	Interest Payments Due In 2024
Interest Payments B	380,409	371,750	350,000	Estimated Interest Payments Due in 2024
Bond Redemptions	0	-425	-2,125	Estimated Excess Debt Collections
Total Expenditures	\$ 1,809,489	\$ 1,450,285	\$ 1,428,535	
Excess/ (Shortfall)	\$ 1,241,472	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount =	\$15,700,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.60%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 B Taxable Bond Information

Original Par Amount =	\$2,200,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	6.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

Series 2019 B Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,300,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	2,971	0	0	Projected Interest
Impact Fees	3,881,729	1,073,500	5,582,400	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 3,884,700	\$ 1,073,500	\$ 5,582,400	
EXPENDITURES				
Impact Fee Principal Payments	590,000	0	4,535,000	Principal Payments Happen Based on Collections
Impact Fee Interest Payments	1,654,582	1,073,500	1,047,400	Estimated Interest Payments Due In 2024
Total Expenditures	\$ 2,244,582	\$ 1,073,500	\$ 5,582,400	
Excess/ (Shortfall)	\$ 1,640,118	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =	\$22,600,000	Annual Principal Payments Due =	Paid as Impact Fee Credits Are Earned
Interest Rate =	4.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2020		
Maturity Date =	November 2050		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Interest Income	11,256	200	200	Projected Interest
Net NAV Collection 2021 A-1 & A-2	0	4,003,203	3,999,654	Maximum Net Debt Service Collection
Net NAV Collection 2021 B	854,542	1,458,000	880,500	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	1,686,097	0	0	
Total Revenues	\$ 2,551,896	\$ 5,461,403	\$ 4,880,354	
EXPENDITURES				
Principal Payments 2021 A-1	0	575,000	590,000	Principal Payment Due In 2024
Principal Payments 2021 A-2	0	565,000	595,000	Principal Payment Due In 2024
Principal Payments 2021 B	0	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	505,446	855,904	842,798	Interest Payments Due In 2024
Interest Payments 2021 A-2	1,180,651	1,999,903	1,970,718	Interest Payments Due In 2024
Interest Payments 2021 B	854,550	1,458,000	880,500	Estimated Interest Payments Due In 2024
Bond Redemptions	0	7,596	1,338	Estimated Excess Debt Collections
Total Expenditures	\$ 2,540,647	\$ 5,461,403	\$ 4,880,354	
Excess/ (Shortfall)	\$ 11,248	\$ -	\$ -	

Series 2021 A-1 Bond Information

Original Par Amount =	\$27,305,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.299%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 A-2 Bond Information

Original Par Amount =	\$39,305,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 B Bond Information

Original Par Amount =	\$29,160,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2041		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	200	Projected Interest
Net NAV Collection 2023	0	0	2,165,531	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC ***	0	0	0	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	3,084,281	
Total Revenues	\$ -	\$ -	\$ 5,250,013	
EXPENDITURES				
Principal Payments 2023	0	0	0	Principal Payment Due In 2024
Principal Payments 2023 TC ***	0	0	0	Principal Payment Due In 2024
Interest Payments 2023	0	0	4,331,063	Interest Payments Due In 2024
Interest Payments 2023 TC ***	0	0	918,750	Interest Payments Due In 2024
Bond Redemptions	0	0	200	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 5,250,013	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2023 Bond Information

Original Par Amount =	\$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information ***

Original Par Amount =	\$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

*** All 2023 Town Center Bond information is an estimate as the Bond has not closed yet

**Avenir Community Development District
Assessment Comparison (Parcels A-1 - A-5)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Projected Gross Assessment
O&M Assessment For Parcel A-1	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-1	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-1	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,561.68	\$ 4,995.74	\$ 5,152.07	\$ 5,150.01
O&M Assessment For Parcel A-2	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-2	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-2	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,467.26	\$ 4,901.32	\$ 5,057.65	\$ 5,055.59
O&M Assessment For Parcel A-3	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-3	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-3	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,372.85	\$ 4,806.91	\$ 4,963.24	\$ 4,961.18
O&M Assessment For Parcel A-4	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-4	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For Parcel A-4	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,656.09	\$ 5,090.15	\$ 5,246.48	\$ 5,244.42
O&M Assessment For Parcel A-5 (50 Foot)	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,585.07	\$ 2,712.20	\$ 2,850.77	\$ 2,732.20
O&M Assessment For Parcel A-5 (60 Foot)	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,679.48	\$ 2,806.61	\$ 2,945.18	\$ 2,826.61
O&M Assessment For S.F. Villas	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For S.F. Villas	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2018-1) Assessment For S.F. Villas	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 2,548.38	\$ 3,982.44	\$ 4,138.77	\$ 4,136.71
O&M Assessment For Econ Dev	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Econ Dev	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Total (Per Acre)	\$ 2,824.43	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56
O&M Assessment For Town Center	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Town Center	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Town Center	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Town Center	\$ -	\$ -	\$ -	\$ -
Total (Per Acre)	\$ 2,824.43	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56

* Assessments include the following:
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125'
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175'
SF Villas 202		Parcel A-15 50'
250		Parcel A-15 62'
First Phase Residential 1,135		Parcel A-16 50'
		Parcel A-16 60'
Econ Dev (50 Acres) 82		Parcel A-17 125
Town Center (53 Acres) 86.92		Parcel A-18 110
First Phase Non-Residential 168.92		Parcel A-19 135
Total First Phase 1,304		Parcel A-20 55'
		Parcel A-20 65'
		Parcel A-21 128
		Third Phase Residential 2,186
		Golf Course 357
		Charter School 11,91132
		Comm Parcel "D" 160
		Comm Parcel "H" 19
		Comm Parcel "J" 36
		Third Phase Non-Residential 583
		Total Third Phase # 2,769

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304			
Phase 2 508		\$3,865,793 / 4,581	\$843.90
Phase 3 2,769			
Total Units 4,581			
TOTAL RESIDENTIAL UNITS			
Phase 1 1,135			
Phase 2 508			
Phase 3 2,186			
Total Units 3,829			
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666			
Phase 2 508		\$1,745,718 / 1,174	\$1,486.98
Total Units 1,174			

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-6 - A-9)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Projected Gross Assessment
O&M Assessment For Parcel A-6	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-6	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,806.55	\$ 5,240.61	\$ 5,396.94	\$ 5,394.88
O&M Assessment For Parcel A-7	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-7	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,038.55	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88
O&M Assessment For Parcel A-8	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-8	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,038.55	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88
O&M Assessment For Parcel A-9	\$ 696.77	\$ 823.90	\$ 962.47	\$ 843.90
Clubhouse Operation Assessment For Parcel A-9	\$ 45.78	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00	\$ 1,697.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,467.55	\$ 4,901.61	\$ 5,057.94	\$ 4,770.19

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5 202	#	Parcel A-15 50' 358
SF Villas 250	#	Parcel A-15 62' 204
First Phase Residential 1,135	#	Parcel A-16 50' 283
Econ Dev (50 Acres) 82	#	Parcel A-16 60' 208
Town Center (53 Acres) 86.92		Parcel A-17 125
First Phase Non-Residential 168.92		Parcel A-18 110
Total First Phase 1,304		Parcel A-19 135
		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,186
		Golf Course 356.8148
		Charter School 11.91132
		Comm Parcel "D" 159.8016
		Comm Parcel "H" 18.7452
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase # 2,769

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304			
Phase 2 508		\$3,865,793 / 4,581	\$843.90
Phase 3 2,769			
Total Units 4,581			
TOTAL RESIDENTIAL UNITS			
Phase 1 1,135			
Phase 2 508			
Phase 3 2,186			
Total Units 3,829			
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666			
Phase 2 508		\$1,745,718 / 1,174	\$1,486.98
Total Units 1,174			

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)**

	Fiscal Year 2020/2021 Gross Assessment	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Projected Gross Assessment
O&M Assessment For Parcel A-10	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-10	\$ -	\$ -	\$ 2,845.00	\$ 2,845.00
Total	\$ -	\$ -	\$ 2,845.00	\$ 3,688.90
O&M Assessment For Parcel A-11	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-11	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Parcel A-12	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-12	\$ -	\$ -	\$ 5,102.00	\$ 5,102.00
Total	\$ -	\$ -	\$ 5,102.00	\$ 5,945.90
O&M Assessment For Parcel A-13/14 125'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-13/14 125'	\$ -	\$ -	\$ 6,259.00	\$ 6,259.00
Total	\$ -	\$ -	\$ 6,259.00	\$ 7,102.90
O&M Assessment For Parcel A-13/14 175'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-13/14 175'	\$ -	\$ -	\$ 7,911.00	\$ 7,911.00
Total	\$ -	\$ -	\$ 7,911.00	\$ 8,754.90
O&M Assessment For Parcel A-15 50'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-15 50'	\$ -	\$ -	\$ 1,889.00	\$ 1,889.00
Total	\$ -	\$ -	\$ 1,889.00	\$ 2,732.90
O&M Assessment For Parcel A-15 62'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-15 62'	\$ -	\$ -	\$ 1,983.00	\$ 1,983.00
Total	\$ -	\$ -	\$ 1,983.00	\$ 2,826.90
O&M Assessment For Parcel A-16 50'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-16 50'	\$ -	\$ -	\$ -	\$ 5,670.00
Total	\$ -	\$ -	\$ -	\$ 6,513.90
O&M Assessment For Parcel A-16 60'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-16 60'	\$ -	\$ -	\$ -	\$ 6,805.00
Total	\$ -	\$ -	\$ -	\$ 7,648.90
O&M Assessment For Parcel A-17	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-17	\$ -	\$ -	\$ -	\$ 7,373.00
Total	\$ -	\$ -	\$ -	\$ 8,216.90
O&M Assessment For Parcel A-18	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-18	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Parcel A-19	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Parcel A-19	\$ -	\$ -	\$ -	\$ 7,373.00
Total	\$ -	\$ -	\$ -	\$ 8,216.90
O&M Assessment For Parcel A-20 55'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-20 55'	\$ -	\$ -	\$ 1,935.00	\$ 1,935.00
Total	\$ -	\$ -	\$ 1,935.00	\$ 2,778.90
O&M Assessment For Parcel A-20 65'	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-20 65'	\$ -	\$ -	\$ 2,030.00	\$ 2,030.00
Total	\$ -	\$ -	\$ 2,030.00	\$ 2,873.90
O&M Assessment For Parcel A-21	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Parcel A-21	\$ -	\$ -	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ -	\$ 3,176.00	\$ 4,019.90
O&M Assessment For Golf Course	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Golf Course per Acre	\$ -	\$ -	\$ 295.00	\$ 295.00
Total	\$ -	\$ -	\$ 295.00	\$ 1,138.90
O&M Assessment For Charter School	\$ -	\$ -	\$ -	\$ 843.90
Debt (2021) Assessment For Charter School per Acre	\$ -	\$ -	\$ 2,247.00	\$ 2,247.00
Total	\$ -	\$ -	\$ 2,247.00	\$ 3,090.90
O&M Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ -	\$ 7,044.00
Total	\$ -	\$ -	\$ -	\$ 7,887.90
O&M Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ -	\$ 1,481.00
Total	\$ -	\$ -	\$ -	\$ 2,324.90
O&M Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ -	\$ 843.90
Debt (2023) Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ -	\$ 7,044.00
Total	\$ -	\$ -	\$ -	\$ 7,887.90

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase	Second Phase	Third Phase	
Parcel A-1	Parcel A-6 # 245	Parcel A-10	172
Parcel A-2	Parcel A-7 # 47	Parcel A-11	101
Parcel A-3	Parcel A-8 # 98	Parcel A-12	139
Parcel A-4	Parcel A-9 # 118	Parcel A-13/14 125'	55
Parcel A-5	Total Second Phase # 508	Parcel A-13/14 175'	24
SF Villas	#	Parcel A-15 50'	358
First Phase Residential	#	Parcel A-15 62'	204
Econ Dev (50 Acres)	#	Parcel A-16 50'	283
Town Center (53 Acres)	#	Parcel A-16 60'	208
First Phase Non-Residential		Parcel A-17	125
		Parcel A-18	110
		Parcel A-19	135
		Parcel A-20 55'	75
		Parcel A-20 65'	69
		Parcel A-21	128
		Third Phase Residential	2,186
		Golf Course	356,814.8
		Charter School	11,911.32
		Comm Parcel "D"	159,801.6
		Comm Parcel "H"	18,745.2
		Comm Parcel "J"	35.67
		Third Phase Non-Residential	583
		Total Third Phase	# 2,769

O&M Calculations

TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1		
Phase 2		
Phase 3		
Total Units	\$3,865,793 / 4,581	\$843.90
TOTAL RESIDENTIAL UNITS		
Phase 1		
Phase 2		
Phase 3		
Total Units		

RESOLUTION NO. 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Avenir Community Development District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 24th day of August, 2023.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Avenir Community Development District** will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

October 26, 2023
November 16, 2023
December 21, 2023
January 25, 2024
February 22, 2024
March 28, 2024
April 25, 2024
May 23, 2024
June 27, 2024
July 25, 2024
August 22, 2024
September 26, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH: PALM BEACH DAILY BUSINESS REVIEW 10/17/22

Avenir Community Development District

Event Permit Request

www.avenircdd.org

Applicant Information

Contact Name: _____
Anticipated Number of Attendance _____

Email: _____
Telephone _____

Description of Event

Event Title: _____
Date of Event: _____
Rain Date: _____

Location: _____
Event Hours: _____

Applicant Event organizers wishing to hold a special event within the Avenir Community Development District (The “District”) must obtain a special event permit. To obtain a permit, the following documents are required:

1. Completed Event Application, including application fee of \$250, payable to Avenir Community Development District, 2501A Burns Rd, Palm Beach Gardens, Florida 33410.
2. General Liability Insurance
3. Copy of City of Palm Beach Gardens Special Event Application approval and consent of the applicable Law Enforcement Agency having jurisdiction for any requested roadway closures
4. A map, no larger than 8-1/2” X 14”, showing the location – including the beginning and ending of the road closure and/or streets that are being blocked off
5. Maintenance of Traffic Plan
6. The request must be submitted to the District in letter form on official letterhead as an attachment to an email
 - Approval is only for roads included in District. All other locations will require approval, as necessary, from the maintaining agency or owner.
 - Permit applications shall be filled out completely and received by the District:
 - A **minimum of ninety (90) working days** in advance of any event
 - If application is not filled out completely and all attachments are not included, it will be rejected.
7. Each Event Application is reviewed by the District Manager and must be approved by the Board of Supervisors of the District. The approval is granted in the form of an approved permit with special conditions.

INSURANCE/LIABILITY REQUIREMENTS

Permit event holders, and its contractor(s), if applicable shall require all participants to execute a liability waiver agreeing to indemnify and hold harmless the District from any and all rights, claims, demands, losses, damages, expenses, costs, and actions (including reasonable attorneys' fees) relative to the participant or his or her property as a result of the Event.

Event holders, and its contractor(s), if applicable, shall use all due care to protect the Property from damage and agrees to repair, and/or to require its contractor(s) to repair, any damage to the Property resulting from the Event within twenty-four (24) hours of same. Event holders and its contractor(s), if applicable, shall further clean up all trash and debris relative to the Event within twenty-four (24) hours of same.

To the extent allowed by law, Event Holders shall indemnify and hold harmless Avenir Community Development District and its supervisors, staff, employees, agents, and consultants from and against any and all liability for any and all personal injury, wrongful death, or property damage, including attorney's fees, arising out of or resulting from use of the Property relative to the Event in the event such liability, loss, or damage results from any negligence by Event Holders, its contractors, agents, or employees.

a. Additionally, Event Holders shall carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Property, in the amounts specified and in the form hereinafter provided for: Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Property or arising out of the maintenance, use, or occupancy thereof. The liability policy also shall cover, but not be limited to, host liability coverage and other contractual liabilities of Event Holder arising from the Event and this Agreement.

b. Excess Liability Insurance. Licensee shall also carry and maintain umbrella liability insurance with a limit of not less than \$1,000,000.00 per occurrence.

c. Certificate of Insurance. A certificate of insurance naming the District, its supervisors, staff, employees, agents, and consultants as an additional insured in connection with Event Holders general liability is attached and incorporated hereto as **Exhibit "A"**.

Nothing herein shall be construed as a waiver by the District of its sovereign immunity granted by section 768.28, *Florida Statutes*.

Special Conditions (listed below):

Signature of Applicant: _____ Title: _____ Date: _____

Signature of Approval: _____ Title: _____ Date: _____

Jason Pierman

From: rick wollman <rwillman1218@gmail.com>
Sent: Friday, August 4, 2023 4:18 PM
To: Jason Pierman
Subject: Fwd: Permit Form/Suggestions/Feedback
Attachments: Race Course 7.6.23.jpg; Avenir Race Traffic Plan PDF.pdf

Hi Jason

See below. Please let me know when received

Thanks
Rick

----- Forwarded message -----

From: **rick wollman** <rwillman1218@gmail.com>
Date: Wed, Aug 2, 2023 at 6:59 AM
Subject: Permit Form/Suggestions/Feedback
To: <jpierman@avenircdd.org>
CC: shawollman@gmail.com <shawollman@gmail.com>

Hi Jason

I looked over the permit application you emailed us. Here is what we have so far. Please let us know your feedback, suggestions etc.

Applicant Information

Contact Name: Rick & Sharon Wollman
Anticipated Number of Attendance: 100

Description of Event

Avenir 3 Mile Fun Run/Walk for K9 for Warriors Charity
(we will be using our 501c3 non profit)

Date of Event: 11/5/23

Rain Date: 11/12/23

Location: Avenir of Palm Beach Gardens - Start and Finish Avenir Clubhouse Parking Lot. (see attached course map for details)

Event Hours: 8:30 AM - 11:30 AM

Documentation

1. We will submit an application fee of \$250 when required
2. We will do the same for liability insurance
3. Not sure what/if this is required for our race. Once we get owner's authorization from Avenir CDD/Board we will immediately submit a PBG town application. (We have been in constant communication with Meghan Wyble and the Mayor, Chelsea Reed and they seem bullish on this idea.)
4. Map Course: See attached
5. Maintenance of Traffic Plan: See attached
6. Not sure if applicable right now
7. N/A

Jason, is this what you think the board would require? Are we on the right track?

Much Appreciated
Rick & Sharon

Avenir 3 Mile Fun Run/Walk for K9 for Warriors

Traffic Plan

Start/Finish Lines: Avenir Clubhouse, Or Regency at Avenir Clubhouse (We have a verbal commitment from Regency Lifestyle director for our clubhouse).

Parking: There will be ample parking for participants at these clubhouses. Majority of participants will be from Avenir communities and would not be of need of parking. If need be we will have overflow parking at whichever clubhouse is not being used for race start and finish.

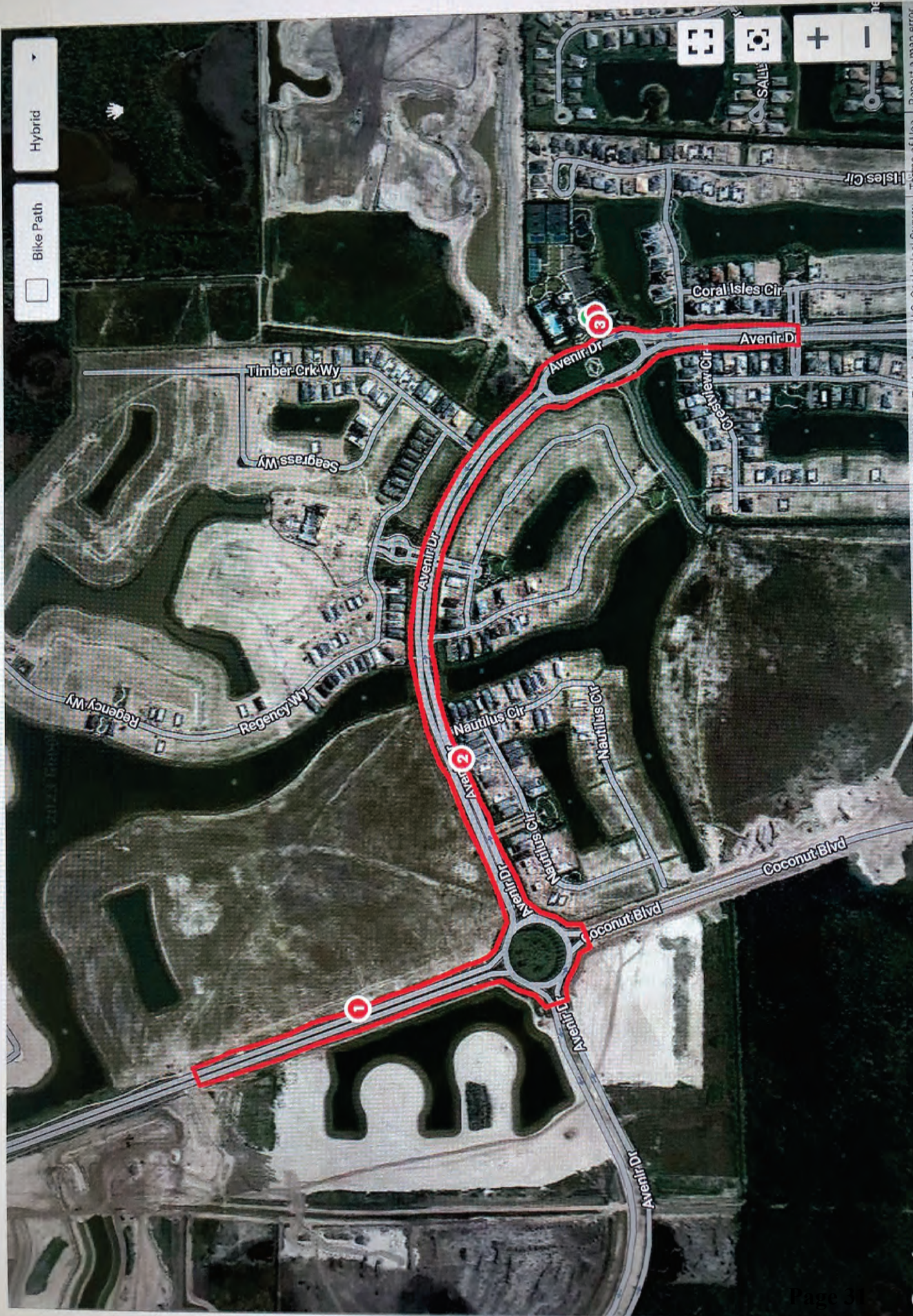
Safety

First and foremost we have chosen this specific day (Sunday), time (8:30 - 11:30 AM) and course (see course map) to maximize participant safety and minimize vehicle usage.

- Course will only use the wide sidewalks of Avenir Drive and northern Coconut Blvd. going in each direction.
- There should be no construction vehicles and limited cars.
- Volunteers and cones will be present at each crossover and entrances to Avenir communities (See course map) to direct runners and stop any incoming/outgoing cars.
- There will be full regular street access (no road closures) for medical, police, fire if needed.

Race Organizations

We have engaged two experienced race organizations which will assist with all aspects of our race especially for traffic and safety.



Hybrid
Bike Path



Keyboard shortcuts | Map data ©2023 Imagery ©2023 Albus, CNES, Airbus, Maxar Technologies, U.S. Geological Survey | Terms of Use | Report a map error

Light Er Up

8200 NW 93rd St
Medley, FL 33166
(305) 907-7171
admin@lighterupmia.com



INVOICE

BILL TO
Avenir Community Development District
12001 Northlake Boulevard
West Palm Beach, Florida
33412 USA
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

INVOICE 2469
DATE 07/10/2023
TERMS Due on receipt
DUE DATE 07/10/2023

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrap of Date Palms At Club house entrance in commercial Grade warm white LED lighting, add a golden ring at no additional cost. Add 17-22 palm frowns in commercial grade warm white LED lighting (FRONT ENTRANCE)	5.50	625.00	3,437.50
LIGHTING:PALM TREE WRAPPING Wrap of Date Palms At Club house entrance in commercial Grade warm white LED lighting, add a golden ring at no additional cost. Add 17-22 palm frowns in commercial grade warm white LED lighting (CENTER ISLAND)	2	625.00	1,250.00
LIGHTING:PALM TREE WRAPPING Wrap of Date Palms At Club house entrance in commercial Grade warm white LED lighting, add a golden ring at no additional cost. Add 17-22 palm frowns in commercial grade warm white LED lighting (CLUB HOUSE)	3	625.00	1,875.00
LIGHTING:PALM TREE WRAPPING Wrap of Date Palms At Club house entrance in commercial Grade warm white LED lighting, add a golden ring at no additional cost. Add 17-22 palm frowns in commercial grade warm white LED lighting (CLUB HOUSE ENTRANCE)	1.50	625.00	937.50
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirements	0.50	0.00	0.00

YEAR 2 OF 3 LEASE TERM

Contract Payment Terms:

BALANCE DUE

\$7,500.00

50% of total contract amount is due upon agreement. 25% of remaining balance upon material arrival at job site. 25% final payment after completion of project and walk Thru with Client. Deposits are NON-Refundable.

** Proposals are only valid for 30 days as they are configured to that months special pricing.

PRICING ABOVE IS BASED ON CURRENT BUNDLED LEASE PROGRAM, BUNDLED LEASE PRICE IS FOR 2022, 2023 & 2024 HOLIDAY SEASON

R&B Pressure Cleaning, LLC.

16245 Orchard Dr.
Westlake, FL 33470
Phone: 561-410-2982

To: Avenir Community Development District	Contact: Keith O'Brien
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone: 561-239-5651
Project Name: Avenir Cleaning	Bid Number: Proposal
Project Location: Palm Beach Gardens	Bid Date: 06/19/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	Spine 1 Curb	30,200.00	LF	\$0.10	\$3,020.00
	20	Spine 1 Sidewalk	63,400.00	SF	\$0.12	\$7,608.00
	21	Spine 1 Bypass Rd Curb	2,280.00	LF	\$0.10	\$228.00
	22	Spine 1 Bypass Rd Sidewalk	8,420.00	SF	\$0.12	\$1,010.40
	30	Spine 2 Curb	25,150.00	LF	\$0.10	\$2,515.00
	40	Spine 2 Sidewalk	62,300.00	SF	\$0.12	\$7,476.00
	50	Spine 3 Curb	11,800.00	LF	\$0.10	\$1,180.00
	60	Spine 2 Sidewalk	27,900.00	SF	\$0.12	\$3,348.00
	70	Entry Feature	1.00	LS	\$1,800.00	\$1,800.00
	80	Gazebo	1.00	LS	\$400.00	\$400.00
	90	Pump House - Sidwalks And Curbs	1.00	LS	\$975.00	\$975.00

Total Bid Price: \$29,560.40

Notes:

- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- Water to be supplied by an on site source.
- Proposal includes all fuel, labor and cleaning chemicals.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

R&B Pressure Cleaning, LLC.

Authorized Signature: _____

President: Rob Slinsky



August 8, 2023

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

jpierman@svinirPBG.com

Re: Avenir Pedestrian Bridge

Dear Mr. Pierman,

WGI, Inc. (WGI) is pleased to provide this proposal to **Avenir Community Development District(Avenir, CDD) / (CLIENT)** for Structural Engineering services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, which are enclosed and incorporated into this proposal.

SCOPE OF SERVICES

- I. **Preliminary Engineering** **\$5,000.00**
Preliminary Engineering for the 80 foot span pedestrian bridge will consist of coordination with the CLIENT regarding bridge style, aesthetics, low member elevation, and potential use (ie. Pedestrian use only or maintenance equipment, equestrian use...etc) and development of a criteria package for the potential bridge manufacturers. This task will also consist of coordination with the bridge manufactures for the bridge reaction range to be used as the basis for the bridge foundation design.

- II. **Bridge Foundation Design** **\$25,000.00**
The bridge foundation design will utilize the bridge reaction range, obtained from the bridge manufacturers, to design, detail and develop construction documents for the two end bridge abutments, approach slabs, pilings, return walls and scour protection for the bridge. A geotechnical report will be required with two (2) borings to a minimum depth of 60 foot will be required and is not included in these services. It is our understanding that permitting will be minor and limited to the Avenir CDD and Building Permit (to be submitted by the Contractor) with Palm Beach Gardens.

- III. **Construction Observation** **\$24,000.00**
Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other

Avenir Community Development District

August 8, 2023

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substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

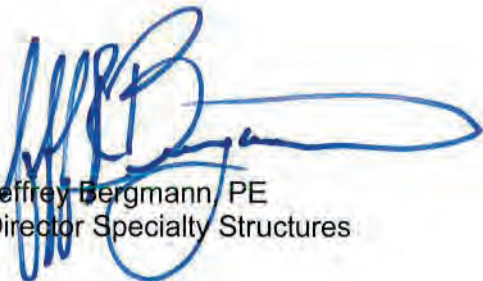
The construction services will consist of;

1. Sign and seal maximum of two (2) sets of plans for the contractor's use in obtaining the building permit. If the WGI structural documents are included as a part of a larger set of construction documents, the plans are to be provided by the CLIENT;
2. Attend preconstruction meeting and up to four (4) monthly progress meetings;
3. Review shop drawings, bridge design calculations, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete mix designs
 - ii. Steel reinforcement
 - iii. Structural steel, steel deck review
4. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work;
5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements. We have anticipated ten (10) field visits;
6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide CLIENT assistance in generating Punch List items for the project; (and)
7. Provide project certifications of the observed portions and components of the work.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to **Avenir Community Development District**. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,
WGI, Inc.



Jeffrey Bergmann, PE
Director Specialty Structures

Avenir Community Development District

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CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the state where the project is located. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2022

By _____
Name (Signature)
Avenir CDD

Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule



WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
5. **Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
9. **Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated

biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

10. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

11. **Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
12. **Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
13. **Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
14. **Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and

hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

15. **Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
16. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
17. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
18. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
19. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
20. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
21. **Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
22. **Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
23. **Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.
24. **Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

*THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES*

26. **Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
27. **Construction Observation:** WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.
28. **General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
29. **Property Insurance:** Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.
30. **Deviations from Contract Documents:** WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
31. **Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made

Avenir Community Development District

August 8, 2023

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exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

32. **Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
33. **Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
34. **Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
35. **Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
36. **Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
37. **Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

WGI, INC.
FEE SCHEDULE
 EFFECTIVE DATE – 02/26/2022

Hourly Rate	
ENGINEERING SERVICES	
Executive Engineer	\$345.00
Chief Engineer	\$335.00
Principal Engineer	\$300.00
Senior Project Manager	\$300.00
Project Manager	\$235.00
Senior Engineer 2	\$275.00
Senior Engineer 1	\$245.00
Engineer 2	\$215.00
Engineer 1	\$195.00
Senior Engineer Intern	\$150.00
Engineer Intern	\$135.00
Chief Utility Coordinator	\$260.00
Senior Utility Coordinator	\$200.00
Utility Coordinator	\$160.00
Chief Designer	\$190.00
Senior Designer	\$160.00
Designer	\$130.00
Field Engineer	\$195.00
Field Inspector	\$145.00
SURVEYING SERVICES	
Chief Surveyor	\$300.00
Principal Surveyor	\$250.00
Senior Project Manager	\$210.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Professional Surveyor	\$160.00
Certified Photogrammetrist	\$190.00
Senior Survey Technician	\$140.00
Survey Technician	\$120.00
SUE Technician	\$120.00
Field Technician	\$90.00
1 Person Field Survey Crew	\$120.00
2 Person Field Survey Crew	\$150.00
3 Person Field Survey Crew	\$190.00
4 Person Field Survey Crew	\$250.00
2 Person SUE Crew	\$160.00
3 Person SUE Crew	\$220.00
4 Person SUE Crew	\$260.00
5 Person SUE Crew	\$300.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

Hourly Rate	
PLANNING SERVICES	
Executive Planner	\$325.00
Chief Planner	\$250.00
Principal Planner	\$210.00
Senior Project Manager	\$200.00
Project Manager	\$175.00
Senior Planner	\$150.00
Planner	\$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$265.00
Senior Project Manager	\$210.00
Project Manager	\$175.00
Senior Landscape Architect	\$220.00
Landscape Architect	\$185.00
Senior Designer	\$150.00
Designer	\$115.00
Entry Level Designer	\$100.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	\$250.00
Principal Environmental Scientist	\$225.00
Senior Project Manager	\$200.00
Project Manager	\$170.00
Senior Environmental Scientist	\$200.00
Environmental Scientist	\$135.00
Environmental Technician	\$100.00
ARCHITECTURAL SERVICES	
Principal Architect	\$300.00
Senior Project Manager	\$260.00
Project Manager	\$215.00
Senior Architect	\$250.00
Project Architect	\$200.00
Architect	\$170.00
Senior Graduate Architect	\$150.00
Graduate Architect	\$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$425.00
GIS Technician	\$115.00
Administrative Assistant	\$120.00
Intern	\$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$0.30
Copies, Color (each)	\$1.00
Plots, Black & White (each)	\$2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$7.50
All Third-Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

August 21, 2023

South Florida Water Management District
Regulation Division
3301 Gun Club Road, MSC 9610
West Palm Beach, FL 33406

RE: Coconut Boulevard Extension Project – Operation and Maintenance Letter
Avenir Development, LLC
Palm Beach County

Dear SFWMD:

This letter provides written confirmation that Avenir Community Development District (CDD) will maintain and operate the proposed improvements of the Coconut Boulevard Extension Project within the CDD boundary limits. A summary description of these proposed improvements is provided below.

Coconut Boulevard will be extended from the terminus of the existing roadway within the Avenir development traversing north along the eastern boundary of the Avenir conservation area and terminating at a new proposed signalized intersection with SR-710/Beeline Highway. In addition to the proposed roadway extension and the roadway's associated drainage and signing and pavement marking improvements, the existing railroad crossing at Halpatiokee Road will be closed. New access to Halpatiokee Road will be provided via a connector roadway which includes a new bridge over the SFWMD C-18 Canal. This connector roadway and new bridge over the SFWMD C-18 Canal will also be maintained and operated by the CDD.

Sincerely,

Jason Pierman
District Manager
Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410



June 9, 2023
Revised on July 14, 2023

Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440

Supplemental Agreement 14

Re: **NORTH LAKE BLVD**
Phase I from west of Coconut Blvd to east of Coconut Blvd, total length 1.07 miles
Phase II from the entrance to Avenir to west of SR 7, total length 1.57 miles

Post Design Services / CEI

Palm Beach County, Florida

Dear Ms. Cepero:

The purpose of this Supplemental Agreement is to provide **post design services** related to the construction of the proposed improvements for the referenced project. The original contract under different supplemental agreement had limited services for the post design. However, all funds were used due to unexpected issues during construction, numerous field meetings, RFI'S, recalculating quantities, helped the contractor to calculate profiles elevations/cross sections for about 2000' of phase II, coordination with the county, office support, using some of the CEI funds for redesigning the intersection of Coconut Blvd and Northlake including signal mast arms. Also, HSQ Group, LLC will prepare the plans, specifications and rebid phase I. The following services will be provided **based on 18 months for phase I and II** period. Services are:

- 1- Hold/attend meetings with the contractor.
- 2- Answer RFI's
- 3- Prepare for and rebid Phase I / review and recommend award of bids.**
- 4- Daily field inspection.
- 5- Hold conference calls with owner, contractor and county.
- 6- Review and approve shop drawings i.e. asphalt mixes, concrete mixes, limerock, drainage items, conduits etc.
- 7- Review and approve monthly pay requests along with construction schedule and progress.
- 8- Prepare daily inspection Review.

- 9- Review and approve as built provided by the contractor.
- 10- Final walk thru and punch list.
- 11- Prepare and process final certification package with the County.
- 12- Monitor contractor's work and assure that the contractor is conducting inspection, preparing report, and monitoring stormwater pollution prevention measures associated with the project.
- 13- Analyze and help in solving any issues that may arise during construction
- 14- Review work zone traffic control plan implementation and inspection

All services as listed above total fee = \$380,000

Acceptance of Proposal:

By: **HSQ Group, Inc.**

By: **Avenir Community Development District**

Signed: *Nour Shehadeh*

Signed: _____

Name: Nour Shehadeh, PE

Name: Virginia Cepero

Title: Vice President

Title: _____

Date: July 14, 2023

Date: _____

QUOTATION & CONTRACT
For Installation or Service

DATE: June 28, 2023

PAGE 1 OF 2

GLASGOW EQUIPMENT SERVICE, INC.
P.O. BOX 10087
RIVIERA BEACH, FLORIDA 33419-0087
PHONE (561) 842-7236 * FAX (561) 842-7402

Avenir Community Development Dist.
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134
(877)737-4922

RE: Annual Testing/ Service Rates

SITE: Avenir Pump Station
12001 Northlake Blvd.
Palm Beach Gardens, FL 33412
Attn: Keith O'Brien

IN RESPONSE TO A REQUEST, WE SUBMIT THE FOLLOWING QUOTATION:

Complete annual testing of installed 6K fuel tank monitoring equipment as required By DEP. This testing includes Testing of Tank Gauges, overflow device and leak detection sensors. Documentation of testing will be provided on PEI approved forms which need to be maintained by site personnel for reviews by the DEP rep for their scheduled compliance inspections.

Total Annual Cost..... \$700.00

For service calls other than the quoted Annual testing between 8am- 5pm our standard rates would apply:

- Labor: \$110.00 per hour
- Travel: \$110.00 per hour, round trip from our office to service location
- Mileage: \$ 1.50 per mile, round trip from our office to service location

Calls between 5pm- 8am weekdays and all-day Saturday are billed at 1.5x the above rates.

Sunday and Holidays are 2X the above rates.

Exclusions/Clarifications

- Any equipment found defective or failing testing will be quoted for repairs.
- This quotation and contract are valid for a period of 1 year from the date accepted and will be reviewed at the end of that period.
- Standard service call rates are reviewed annually in the month of January.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

SINCERELY,

Randy Knight, Service Coordinator
GLASGOW EQUIPMENT SERVICE, INC.

Customer _____

Glasgow Equipment Service, Inc.

Authorized Signature _____

Authorized Signature _____

Name & Title Of signer _____

Name & Title Of signer _____

Date _____

Date _____

QUOTATION & CONTRACT

For Installation or Service

DATE: June 28, 2023

PAGE 2 OF 2

TERMS AND CONDITIONS

PRICES – Prices for parts are subject to change without notice.

RATES – All labor charges are based upon working during normal hours. Unless otherwise stated, requirements of the customer, (or other conditions over which Glasgow has no control) which make it necessary to pay Glasgow's employees or sub-contractors at overtime rates will result in additional charges. Delays caused by circumstances out of Glasgow's control which make overtime work necessary in order to complete on schedule will also result in additional charges to cover overtime rates.

DELIVERY – Glasgow will inform customer when equipment is ready for delivery to job site but will not deliver it until requested to do so by the customer. It is the customer's responsibility to make sure that job site is accessible for delivery, that space is available to unload and store the equipment, and that authorized personnel are present at job site to take delivery of equipment on arrival. Any wasted journeys or wasted time caused by conditions which delay or prevent delivery will be charged for.

TITLE – Title to equipment passes to customer on delivery and Glasgow is not responsible for loss or damage to equipment after delivery. However, Glasgow retains title (for security purposes only) to all equipment until paid in full, and Glasgow may at its option repossess the same, upon customer's default in payment as provided hereunder, and charge customer with any deficiency. Delays or extra costs caused by equipment or parts found to be missing when required for installation are not included and will be charged for.

TERMS OF PAYMENT – Payment for equipment is due no later than 30 days after it is delivered to customer, regardless of whether or not installation has commenced. Payment for work, including installation or service work, is due on completion unless the work takes more than one month to complete, in which case monthly bills for percentage of work completed will be presented, and will be due on presentation. If the quotation specifies an advanced payment, this will be paid before work commences. Glasgow may refuse to start or to continue work if payments are not made as provided.

LIEN RIGHTS – To protect all parties, a mechanic lien will be automatically filed where payment is not received according to the terms stated above.

WARRANTY – Materials supplied by Glasgow are guaranteed for 90 days from the date of installation or delivery, ordinary use, wear and tear, or damage from abuse or accident excepted. It is understood that products and parts not manufactured and work not performed by Glasgow are warranted only to the extent and in manner that the same are warranted to Glasgow by Glasgow's vendors and then only to the extent that Glasgow is able to enforce such warranty. In enforcing such warranty, it is understood that Glasgow shall have no obligation to initiate litigation unless the customer undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Glasgow against any liabilities to Glasgow's vendors arising out of such litigation. This warranty is in lieu of any other liability for defects. Glasgow makes no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, express or implied, by operation of law or otherwise. The equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that Glasgow will provide fee service for periodic examination, lubrication or adjustment due to normal use, nor will Glasgow correct, without charge, breakage, maladjustments or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond Glasgow's control. In the event of a claim, customer must give Glasgow prompt written notice, and provided all payments due under the terms of this contract have been made in full, Glasgow will, at Glasgow's own expense, correct any proved defect by repair or replacement. Glasgow will not, under this warranty, reimburse customer for cost of work done by others, nor shall Glasgow be responsible for the performances of equipment to which any revisions of alterations have been made by others.

EXCAVATION – Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performing of the contract, Glasgow shall not be held responsible. If this situation arises, Glasgow will immediately stop the work and shall notify the customer of the additional expenses to be incurred by the excavation. If customer does not approve the additional expenses within 24 hours after being notified by Glasgow, Glasgow will proceed to do the work, and the cost shall be borne by customer. Finished grades are to be established and verified by customer before commencement of work. Glasgow's performance of this contract is contingent upon customer furnishing Glasgow with any necessary permission or priority required under the terms and conditions or government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

It is agreed that Glasgow's workmen shall be given a safe place in which to work, and Glasgow reserves the right to discontinue work on the site whenever, in Glasgow's opinion, this provision is being violated.

Glasgow shall not be responsible in any way for the acts of others or for pro-rated expenses of any nature incurred by others in or about the project. Certificates of Workmen's Compensation, Bodily injury and Property Damage Liability insurance coverage will be furnished upon request. The premium for any bonds or insurance beyond Glasgow's standard coverage and limits will be additional.

In consideration of Glasgow's performance of the work herein described, at the price stated, customer agrees to indemnify, defend and hold Glasgow harmless from all damages, claims, suits, expenses and payments resulting from loss, damage or injury including death, to person or property on account of or resulting from performance of this contract or from operation of the equipment whether before or after final acceptance, except as directly due to those acts or omissions of Glasgow's employees or those of Glasgow's sub-contractors.

Glasgow shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotions, war, malicious mischief, or acts of God, or any cause beyond Glasgow's reasonable control, and in no event shall Glasgow be liable for consequential damages.

Should loss of or damage to Glasgow's material, tools or work occur at the erection site, customer shall compensate Glasgow therefore, unless such loss or damage results from Glasgow's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment offered.

In the event of any default by customer in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by Glasgow, shall immediately become due and payable irrespective of the acceptance by Glasgow of notes from Glasgow or extension of time for payment.

The customer will ensure the building and work which is situated on this premises in joint names, at the option of Glasgow, and the interest of the customer and Glasgow against loss or damage by fire of other loss. Customer shall procure and maintain insurance as full public liability insurance protecting both customer and Glasgow as co-insured. Such sums of insurance for the work which is being constructed will cover the cost of the work and materials used in and around the premises, and any policies issued pursuant hereto are to name customer and Glasgow, as their interest may appear. Copies of all insurance policies required to be issued hereunder shall be tendered to Glasgow, including any necessary endorsements. Any conditions in the customer's form of contract which conflict with Glasgow's conditions state herein shall be void to the extent that it so conflicts.

In the event of any litigation arising as a result of this contract, the prevailing party will be entitled to recover a reasonable attorney's fee, and costs, together with reasonable attorney's fee and costs on appeal.

Initials _____ Date _____



FLORIDA

DETROIT DIESEL-ALLISON



Scheduled Maintenance Agreement

Date 8/11/2023

This proposal is made subject to buyer's acceptance within thirty (30) days from the above date. Signing of this proposal authorizes Stewart & Stevenson FDDA LLC to perform services described below. Stewart & Stevenson FDDA LLC will perform periodic maintenance on all equipment listed and will provide a written report of all maintenance to the buyer within ten (10) business days.

Account # _____

Customer Name Avenir Stormwater Pump Station

Address/Location 12001 Northlake Blvd.

City Palm Beach Gardens State Florida Zip 33412

Phone # (561) 630-4922 Secondary Phone # _____

Fax # _____ Cell Phone # _____

Contact Name	<u>Jason Pierman</u>	Title	<u>Management Director</u>	Email	<u>jpierman@sdsinc.org</u>
	<u>Scott Massey</u>	Title	_____	Email	<u>smassey@cigrove.com</u>
	_____	Title	_____	Email	_____

Scope of Work to be Completed on Generator Sets

Annual PM Service

SERVICE:

- Analysis of engine coolant oil. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request.)
- Change all lube oil and fuel oil filters. Fuel analysis of main tank for contamination and provide service report.
- Drain and replenish engine lube oil.
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and lubricate generator bearings.
- Inspect and lubricate airflow louvers.
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

Scope of Work to be Completed on Generator Sets (continued)

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency) **If Requested by the customer and performed on the same trip.**

Visual Inspection

SERVICE:

- Verify proper oil level in sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad batteries will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect generator field and stator windings (megaohm testing of windings can be done at additional cost).
- Clean and inspect rectifier bridge.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, stability, and response).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test electric power generation via Automatic Transfer Switch (operation, record voltage, amperage, and frequency). **If Requested by the customer and performed on the same trip.**

FDDA RECOMMENDATIONS FOR OUR CUSTOMER TO PERFORM

- Perform weekly visual inspections of equipment
- Perform system operation test to equipment per factory requirements (running the engines)
- Verify proper operation of gauges, metering, indicators
- Record readings
- FDDA recommends to the customer a weekly system operation test to equipment (running the engines)

Failure to adhere to these recommendations may result in damage/failure(s) solely attributable to customer and for which FDDA shall bear no responsibility/liability

Scope of Work to be Completed on Diesel Fire Pump

Annual PM Service

SERVICE:

- Analysis of engine lube oil. (Analysis of oil is maintained on record for future comparison, copies of record are provided on request.)
- Change all lube oil and fuel oil filters.
- Drain and replenish engine lube oil.
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- **Perform NFPA 25 Required Fuel Sample analysis on the Fire Pump main diesel fuel tank. (1x per Year) IF approved and is included with the signed agreement by customer**
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad battery's will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and clean cooling loop strainer
- Inspect and lubricate pump bearings.
- Inspect and lubricate air flow louvers
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect and adjust pump shaft packing glands.
- Police engine room for trash/loose debris.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, rpm).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test automatic start sequence via test switch in pump control panel. **IF Requested by the customer and performed on the same trip.**

FDDA RECOMMENDATIONS FOR OUR CUSTOMER TO PERFORM

- Perform weekly visual inspections of equipment
- Perform system operation test to equipment per factory requirements (running the engines)
- Verify proper operation of gauges, metering, indicators
- Record readings
- FDDA recommends to the customer a weekly system operation test to equipment (running the engines)

Failure to adhere to these recommendations may result in damage/failure(s) solely attributable to customer and for which FDDA shall bear no responsibility/liability

Scope of Work to be Completed on Diesel Fire Pump (continued)

Visual Inspection

SERVICE:

- Verify proper oil level in sump. (Make up oil in excess of 1 gallon will be invoiced as an additional charge.)
- Testing coolant solution for proper freeze protection and corrosion inhibitors and recording results.
- Service battery(s) checking battery set(s) for proper electrolyte levels and replenishing as needed.
- Verifying specific gravity of battery(s) (lead acid only), Al-cad/ Ni-cad battery's will be checked for proper volts per cell with results recorded.
- Inspect and clean battery connections and coat connections with applicable corrosion inhibitor.
- Verify proper operation of battery charger and record voltage and charging rate.
- Inspect and air flow louvers
- Clean dirt and dust from unit.

VISUAL CHECKS:

- Inspect radiator/ heat exchange assemblies (condition and leaks).
- Inspecting air cleaner assemblies (cost of replacing air cleaners IS NOT INCLUDED should it be necessary).
- Inspect air inlet piping.
- Inspect exhaust manifold and piping.
- Inspect water hoses for pliability, tighten clamps as needed.
- Inspect engine mounts, vibration isolators.
- Inspect electrical wiring for loose connections, frayed wires.
- Inspect fuel system, which includes verification of proper day tank operation, priming pump operation, and fuel injection system (condition and leaks).
- Inspect and adjust all belts (cost of replacing belts IS NOT INCLUDED should it be necessary).
- Inspect and clean crankcase breather.
- Inspect and adjust pump shaft packing glands.
- Police engine room for trash/loose debris.

PERFORMANCE EVALUATION:

- Check operation of starter motor (cranking ability, voltage drop on start).
- Check engine smoke at start and during operation.
- Verify proper operation of gauges, metering, indicators (operation, condition and adjustments as needed).
- Check and record battery charge rate from unit mounted alternator (if applicable).
- Check fuel transfer pump (PSI, valves, conditions, and leaks).
- Check lubrication system (leaks, PSI).
- Check Jacket water heater (operation/condition).
- Check temperature regulators (operation, record temperature).
- Verify governor settings (operation, rpm).
- Check turbocharger (operation).
- Check aftercooler (condition, leaks).
- Verify safety devices (operation, condition, record results).
- Check control panel (operation, condition).
- Test automatic start sequence via test switch in pump control panel. **If Requested by the customer and performed on the same trip.**

Customer Name Avenir Stormwater Pump Station **Contact** Jason Pierman (561) 630-4922

Equipment Information

Unit ID/Location	kW <small>(if applicable)</small>	Make	S/N	G / FP	Visual Inspection	Annual PM Service	Day Tank/ Fuel Polish Filters
MTU Onsite 1250kW S/N 95020501309 Eng S/N 5452000617	1250	MTU Onsite	5452000617	G	\$712	\$4,289	\$786
	Avenir Stormwater Pump Station; 12001 Northlake Blvd, Palm Beach Gardens FL 33412				# of services per year X 1	# of services per year X 1	Length (in hrs)
	Totals				\$712	\$4,289	\$786
					\$0	\$0	\$0
					# of services per year X 1	# of services per year X 1	Length (in hrs)
				Totals	\$0	\$0	\$0
Unit Name		Site Location			\$0	\$0	\$0
					# of services per year X 0	# of services per year X 0	Length (in hrs)
				Totals	\$0	\$0	\$0
Unit Name		Site Location			\$0	\$0	\$0
					# of services per year X 0	# of services per year X 0	Length (in hrs)
				Totals	\$0	\$0	\$0
Unit Name		Site Location			\$0	\$0	\$0
					# of services per year X 0	# of services per year X 0	Length (in hrs)
				Totals	\$0	\$0	\$0
Unit Name		Site Location			\$0	\$0	\$0
					# of services per year X 0	# of services per year X 0	Length (in hrs)
				Totals	\$0	\$0	\$0

Agreement Start Date Upon Approval

Annual Service Month TBD

Valid Through 1 Year

Annual Total \$4,289

Visual Total \$712

Day Tank/ Fuel Polish Filters \$786

Yearly Total **\$5,787**

Taxes Not Included

Option to Extend Agreement
 Initial below: An extension option is provided with this "Scheduled Maintenance Price Proposal Agreement", which allows for an extension of this agreement beyond its initial terms. By checking the box for extension, pricing (based on "Yearly Total") will increase by the percentage listed below, on a yearly basis, until such time as either party cancels this agreement.

Yearly Percentage Increase for this agreement 3.0%

Stewart and Stevenson FDDA LLC d/b/a FDDA, agrees to hold above listed pricing for the period listed in the "Valid Through" section of this agreement. Either party can cancel this contract with or without cause by providing the other party 30-day notification. I hereby authorize the above maintenance work to be done along with the necessary materials. Stewart and Stevenson FDDA LLC d/b/a FDDA and its employees may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart and Stevenson FDDA LLC d/b/a FDDA is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer. This Scheduled Maintenance Agreement is subject to Stewart and Stevenson FDDA LLC Additional Terms of Sale attached hereto.

Cust. Name(Print) _____ Sales Rep. Name(Print) David Deliz

Cust. Name(Sign) _____ Sales Rep. Name(Sign) David Deliz

Date _____ Date 8/11/2023

Please sign and return via email or fax to:
Email: d.deliz@kirbycorp.com / Cell: 813-853-2643
 The agreement is subject to the S&S terms of sale available at the link.
www.stewartandstevenson.com/terms-of-sale

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."

2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.

3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."

4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.

5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.

6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.

7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.

9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.

11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO,

LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

Jason Pierman

From: Kurt Kapsos <kurt.kapsos@murraylogan.com>
Sent: Monday, June 26, 2023 4:20 PM
To: Carlos Ballbe; Garry Gruber (Mock Roos); Pat Kirby (Mock Roos); Kurt Kapsos; smassey@cjgrove.com; Jason Pierman; Eduardo Duran
Subject: FW: Mission RTU -Avenir CDD Stormwater Pump Station Budgetary Quote V2 UPDATE
Attachments: MyDroSpecSheet2107 (2).pdf; MyDroExpansionModulesSpec MEM-0522_Digital.pdf

Hi Jason / Scott:

I met with Jim from Mission Control, onsite last week Friday, at the Avenir PS to see if he could reduce the cost of the proposed RTU system. Please see email below showing the results.

Please let me know if you want to move forward with Mission Control as the RTU provider.

Kurt Kapsos

Murray Logan Construction, LLC
313 65th Trail N., W.P.B., FL 33413
Office: (561) 686-3948
Cell: (561) 718-9718

From: Jim Davis <Jim.Davis@awc-inc.com>
Sent: Monday, June 26, 2023 12:15 PM
To: Kurt Kapsos <kurt.kapsos@murraylogan.com>
Subject: FW: Mission RTU -Avenir CDD Stormwater Pump Station Budgetary Quote V2 UPDATE

You don't often get email from jim.davis@awc-inc.com. [Learn why this is important](#)

Kurt,

I was able to trim down the pricing. Grand Totals are listed at the bottom. Please scroll down.

Hardware:

M853 RTU Flatpak, Antenna, 20FT Extended Antenna Cable, Antenna Bracket, Digital and Analog I/O Expansion Modules, 24VDC PSU, 4-20mA Signal Isolator/Duplicators (4 Stilling Well Levels) Safe Module Plus for High Level Alarm, Relays for pump fault/trip inputs and 6 current sensors (for pumps start, runtimes, simultaneous pumps runtime),

Option B: NOAA Approved 8inch Rain Gauge Tipping Bucket with pulse to Safe Module pulse input then to RTU

NOTE: One Time Web Setup Fee \$250 is included price with each option below.

Option A

Total Hardware Cost (including Rain Gauge Option): \$7,294

Cellular Service (Yearly recurring charge w/ Rain Gauge) \$743.40

Option B

Total Hardware Cost (without Rain Gauge): \$6,544

Cellular Service (Yearly recurring charge w/o Rain Gauge): \$683.40

Labor – Installation, Wiring, Configuration, Startup and Training: \$1,750

Estimated Shipping Costs: \$150

GRAND TOTAL with Rain Gauge: \$9,937.40

Please contact me if you have any questions.

GRAND TOTAL without Rain Gauge \$9,127.40

Mission also offers 10% discount for two year RTU standard cellular service and 15% discount for 3 year RTU standard cellular service. Additional expansion module service packages still apply at \$60 per year each.

Regards,

Jim

Jim Davis

Business Development Manager

office (321) 207-0120

cell (561) 777-0303

From: Jim Davis <Jim.Davis@awc-inc.com>

Sent: Tuesday, June 20, 2023 2:16 PM

To: Kurt Kapsos <kurt.kapsos@murraylogan.com>

Subject: Mission RTU -Avenir CDD Stormwater Pump Station Budgetary Quote

Kurt,

Thank You for the opportunity to provide a preliminary budgetary quote for the Mission Communications Cellular RTU and 123-SCADA System. After careful inspection of the Avenir CDD Stormwater Pump Station and reviewing the existing RTU control panel drawings provided by C.C. Control Corp, I have determined a Mission RTU can be installed in a non-invasive manner so existing wiring to the PLC remains intact and no other components are disconnected, moved or removed. Knowing this is a very critical stormwater station, I am confident the Mission RTU and 123SCADA System is solid fit as it provides important monitoring and trending data, alarming & notifications and numerous Ready Made Reports. 123-SCADA Users can even create their also own custom "Desktop View" by simply "dragging and dropping" icons on to a desktop page. This allows numerous parameters to be grouped and viewed on a single page. 123SCADA has all the look and feel of a traditional SCADA system without a big price tag!

Parameters to be monitored and/or alarmed on are:

-All 6 pumps (Starts, Runtimes, Multiple Pumps Runtimes and Pump Runtime Variance)

-All 6 Pump Faults (Pump trips/overloads)

-All 4 Stilling Wells Levels

-High Level Float (we can even monitor and notify an alarm condition for the high level float when a total A.C. power occurs-battery backup)

-ATS On (Switched)

-Generator Running

-Rainfall Monitoring Local Weather Station or (rain gauge requested by Scott Massey as an option)

Jim



awc-inc.com

Jim Davis

Business Development Manager

office (321) 207-0120

cell (561) 777-0303

HOW ARE WE DOING?

LEGAL DISCLAIMER The information in this message is confidential and may be privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If the reader of this is not the intended recipient, any dissemination, distribution, or copying of this communication, or any action or omission taken by the reader in reliance on it is prohibited and may be unlawful. Thank you

MyDro Expansion Modules

Increase the monitoring possibilities of the MyDro remote terminal unit

Expand MyDro 150 and 850 possibilities with MyDro Expansion Modules. The MyDro remote terminal unit (RTU) automatically recognizes the module when it is installed. The readings will be presented on the MyDro LCD screen and your web portal immediately.

Configurable options are presented on the LCD screen under the Config button. Your web portal is used to create alarm notification rules for the new I/O including alarm delays, analog thresholds, and flow (pulse) thresholds.

Analog input, analog output, and digital input expansion modules are most suitable for the MyDro 850 series RTU. Pulse input expansion modules can be used on either the MyDro 150 or 850 series RTUs. Setup forms for the modules are available on the web portal.

The expansion modules provide signal conditioning, isolation, ranging, analog-to-digital conversion, and digital-to-analog conversion. Digital communication to the MyDro is based on a unique device ID and communications cable (RS485 2-wire, plus power). The device ID has been set by Mission at the factory as indicated on the label. One of each expansion module can be included on a single MyDro with the exception of the pulse input, as described below. Modules are daisy-chained (wired in parallel) on the same data bus via the included communications cable.

Analog Input Expansion Module

The two on-board analog inputs can be expanded to six with the analog input. 4–20 mA or 0–5 VDC signals can be selected by an internal jumper and configuration at the MyDro touch screen.

Analog Output Expansion Module

The analog output can be used to remotely change chemical dosers, variable frequency drives, or variable position valves, either manually or automatically. Output signals can be configured as 4–20 mA.

Digital Input Expansion Module

The eight on-board digital inputs can be expanded to 16 with the digital input. The inputs can be connected to instruments that provide a dry-switch closure or a powered signal up to 50 VDC.

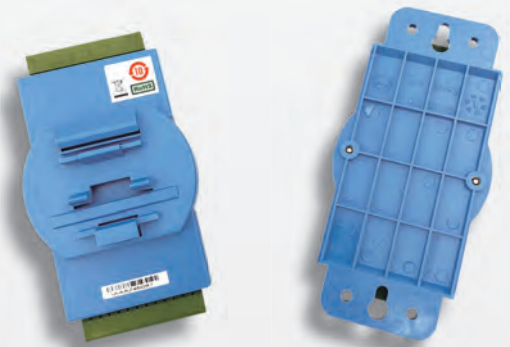
Pulse Input Expansion Module (not pictured)

The pulse input is used with pulse-based flow meters or rain tipping buckets. Each expansion module supports two pulse input channels. The MyDro supports two expansion modules yielding a total of four pulse channels. Dry contact or wetted up to 5 VDC are supported.



Safe Module Plus

- Easy to install
- Expands RTU inputs and outputs
- MyDro supports one of each expansion module simultaneously
- Includes communication cable capable of long distances (RS485)



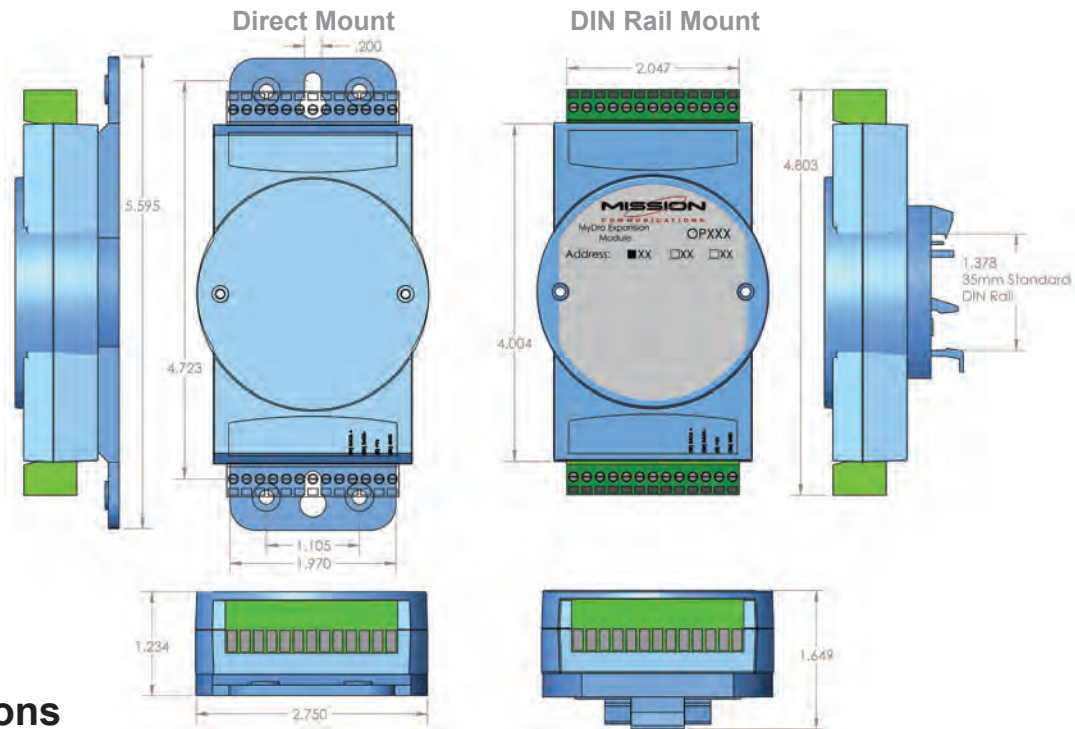
- Mounts to DIN rail or as a flat back mount



- Mounts to a DIN rail mount

Dimensions

Interchangeable Mount Options



Specifications

Data	Description	Analog input	Analog output	Digital input	Pulse input
	Mission product number	OP465	OP461	OP653	OP464
	Device ID (decimal)	20	40	10	30
IO	Channels	4	2	8	2
	Voltage on terminals	In: 4–20 mA or 0–5 VDC	Out: 4–20 mA	Dry or isolated: 0–50 VDC	Dry or wet: up to 5 VDC
	Input impedance	Current: 120 Ω Voltage: 20M Ω	0.5 Ω out, max current load is 500 Ω	5.2K Ω	50M Ω
	Timing	N/A	N/A	N/A	Minimum 8 msec, high and low, max frequency 60 Hz
Communications	Cable (PN CP500)	Jacketed with RJ45 terminal on MyDro end, tinned on other, 2 conductors for data, 2 for power			
	Protocol	RS485 (2-wire: Data+, Data -)			
	Maximum communication distance	4,000 feet, voltage drop must be considered			
	Indicators	Power, Communications	Power, Communications, DI	Power, Communications	
	Asynchronous data format:	Handled by MyDro (no config required) 1 startbit, 8 databits, 1 stopbit, no-parity, with checksum			
	RS 485 transient suppression	Yes			
Power	Range	10–30 VDC, unregulated, protected against power reversal			
	Maximum power (including instruments)	1.2 W	3 W	1 W	2 W
Mech	Case	Acrylonitrile butadiene styrene (ABS) and polycarbonate (PC) with captive mounting hardware			
	Included mounting plates	35 mm DIN rail or direct panel mount			
Terminals	Wire gauge	14–28 AWG			
	Mission PN	CP501	CP502	CP501	
Service	Service Package	Requires service package PN SPOP-12			
Environment	Certifications	FCC, LE, ROHS			
	Temperature	-10 – 70° C			
	Humidity	5–95%, non-condensing			



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Intrinsically safe float circuit, speeds installation, and supports pulse inputs

Automatically recognized by the MyDro 150 and 850, the MyDro Expansion Safe Module Plus is the most powerful expansion module for the remote terminal unit (RTU). Designed for water and waste water environments, the MyDro Safe Module Plus mounts onto a DIN rail and connects directly to the RTU communications and power.

For Hazardous Environments

Most sewer lift stations are considered hazardous locations per the National Electric Code (NEC Rule 22-704). The MyDro Safe Module Plus allows the state of a high-level float (located in the hazardous location) to be shared with both the local control panel and the Mission remote terminal unit (RTU) while complying with NEC requirements for hazardous environments. The float-sensing circuit is certified for Class I, Division I (methane) environments typical of sewer lift stations.

Speeds Installation

This optional module connects to the MyDro 150 or 850 RTU with a quick-connect communications cable. The cable powers the module and includes the RS485 communications link between the two components. The RS485 standard is capable of reliable communications up to 4,000 feet, allowing the module to be located closer to the sensed elements. The enclosure is compatible with standard DIN rail. Terminals are front-facing.

High Wet Well Alarms Even When AC Has Failed

High wet well events are reported even when there is no AC power to the station because of the backup battery associated with the MyDro unit.

Relay—Local Alarm

A built-in relay can drive a local alarm light and buzzer based on float.

Relay—Lock-Out Functions

The relay can be used with safety lock-out functions. A selectable debounce (time delay) can be set for the included relay to avoid short cycling because of a bouncing float. For example, in clean water applications the relay can be included in the control circuit of a service pump and used to lock out the pump before the supply runs dry, as indicated by a normally open (N/O) low-level float. The Mission notification system can be set to dispatch a notification, such as “Service pump lock-out activated because low supply level.”

Four Pulse Channels

The four pulse channels are typically used with rain tipping buckets and pulse-based flow meters. The inputs support dry, open collector, and wetted circuits. Non-volatile memory maintains the pulse count during extended power outages or if the communication cable is disconnected. Pulse counts accumulate even if the MyDro RTU is offline as long as it has power.

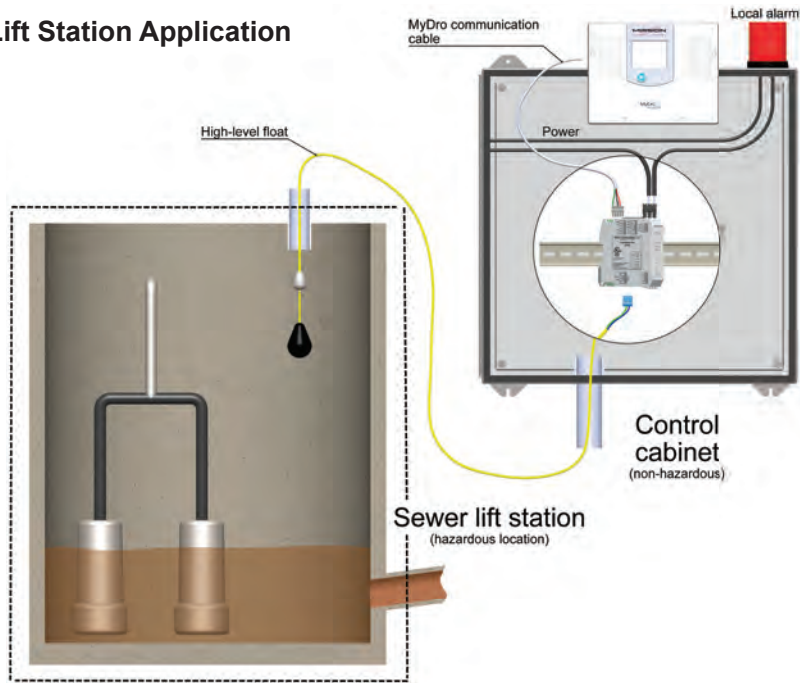
Supervision

The MyDro reports RS485 communication failures and intrinsically safe circuit failures if they occur.

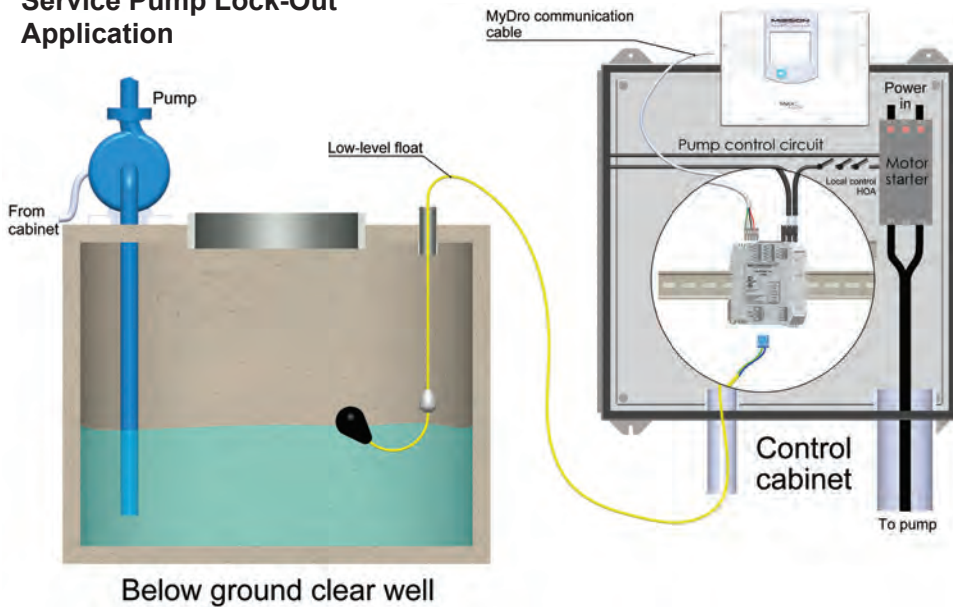


- Reduces installation time and complexity
- Includes a float circuit designed for hazardous locations typical of a sewer lift station
- Dispatches high wet well alarms even if AC power fails
- Allows multiple purposes for duplicate float signals
- Supports four pulse channels

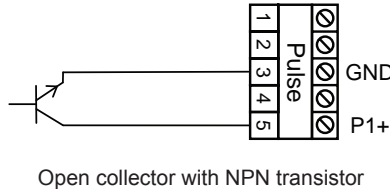
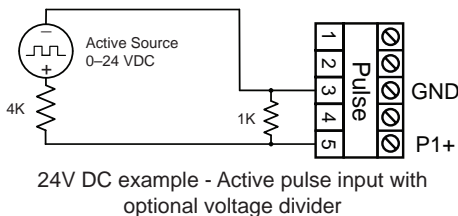
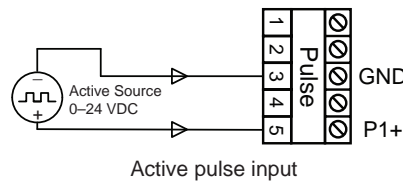
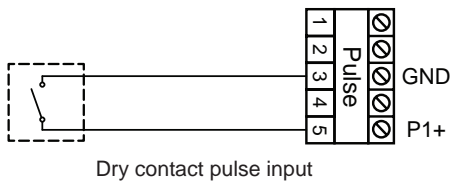
Sewer Lift Station Application



Service Pump Lock-Out Application



Pulse Applications



Specifications

Float-Sensing Circuit (PN OP750):

- Current and voltage limited
- Certified Class I, II, III, Division I, Groups D-G T1

Power:

- 9 to 24 VDC, 12 VDC nominal
- Supplied by MyDro (backed up by battery) when included communications cable is used
- 0.5 W max (when relay is energized), 0.2 W quiescent

Communications Cable (PN CP500):

- 2 conductors for power
- 2 conductors for communications
- Shielded cable, grounded at MyDro via RJ45
- RS485 differential pair (D+, D-)
- Modbus RTU (slave address=200)
- Additional I/O expansion available; see MyDro Expansion Modules specification sheet

Interposing Relay:

- Maximum 10 A at 120 VAC
- Maximum 14 gauge wire

Relay Lock-Out Mode:

- Relay state change coincident with float change or with configurable time delay for debounce purposes
- Time delay configurable with rotary switches (0, 1, 2, 3, 4, 5, 6, 7, etc. minutes)

Pulse Channels:

- 4 channels, common ground
- Minimum pulse width 8 msec high, 8 msec low
- Dry input (polarity insensitive)
- Open collector (polarity sensitive)
- Wetted up to 24 VDC

Onboard LEDs:

- Power
- Float

Physical/Environmental:

- 30 mm DIN rail mount
- 100 mm H x 100 mm D x 25 mm W (4 in x 4 in x 1 in)
- 0.5 lb
- -20° C to 60° C, non-condensing
- Enclosure is flame resistant polyamide
- ROHS certified (lead-free)

Includes:

- Safe Module Plus
- 3-in DIN rail with screws
- 4 x 4 removable terminals
- Communications cable
- Installation instructions

Service:

- Expansion service fee—12 months (PN SPOP-12)

Certification:

- (c) UL, UL (US), E515427

Warranty:

- One year manufacturing and material warranty



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The Next Generation of Wireless Real-Time Alarm, Monitoring, and Remote-Control

All of the functionality of the legacy series (M110 and M800) with an onboard interactive display and enhanced electronics

MyDro 150 and 850 RTUs

Easy to Install

Each remote terminal unit (RTU) includes all necessary hardware for a standard installation, such as a cellular radio, enclosure, backup battery, transformer, antenna with cable, and mounting hardware. Purpose-built RTUs simplify and speed installation. There is no programming required, and RTUs are self-enrolling.

Reliable Wireless Communications

RTUs feature a game-changing radio with an embedded SIM that supports multiple carriers (AT&T, T-Mobile, Verizon, and Telenor) as well as a removable SIM for future options such as FirstNet. That means access to multiple carriers is automatic with no need for a site visit to change a SIM. There are no radios to license, nor cellular contracts to set up.

Real-Time Alarms Delivered To All Devices

Real-time alarms are delivered via phone call, text message, email, fax, page, and even to an existing HMI software through an OPC data link. Each alarm is logged with a time stamp for tracking and reporting. The alarm call-out schedule is easy, flexible, and intuitive to set up.

Managed Service—The Complete Package

The Mission system includes all cellular data service, data storage, alarm call-outs, reports, and on-call, 24-7-365 technical support. The highly reliable turnkey system offers more features at a lower cost than an in-house setup. No engineering or programming is required, and there are no networks to maintain.

View data and reports using the secure 123SCADA web portal, accessible from any web-enabled device. The 123SCADA user interface is designed to mimic industry-standard HMI SCADA and also includes a legacy user mode. Tabular and graphical reports can be used for compliance reporting and comparative studies. System enhancements are available immediately and included at no cost.

M150 RTUs

Real-Time Alarms with Hourly Summaries

M150 RTUs summarize pump runtimes and pump starts hourly. All alarm data is reported in real-time. Analog data and RTU status are reported hourly. Simultaneous pump runtimes can be reported when two pumps run.

M850 RTUs

Real-Time Alarms and Streaming Data

M850 RTUs report pump starts and stops in real-time. Analog values are reported every two minutes or on a five percent change. Volumetric flow calculations can utilize this information along with sump volume (as determined by an analog level sensor or fixed entries) to calculate hourly volumetric flow rates.

Remote-Control

Expand system operations with optional remote-control for off-site wells, tanks, gates, chlorine dosers, variable frequency drives, and more. Optional automatic remote control interfaces include the Tank and Well Control Package, Digital Interconnect, and Analog Interconnect.



LCD Touch Screen

- Displays current status
- Supports local configuration

Radio

- Cellular radio supports multiple carriers to ensure optimal connection and signal quality
- No radio licenses or site path studies required

Expandable

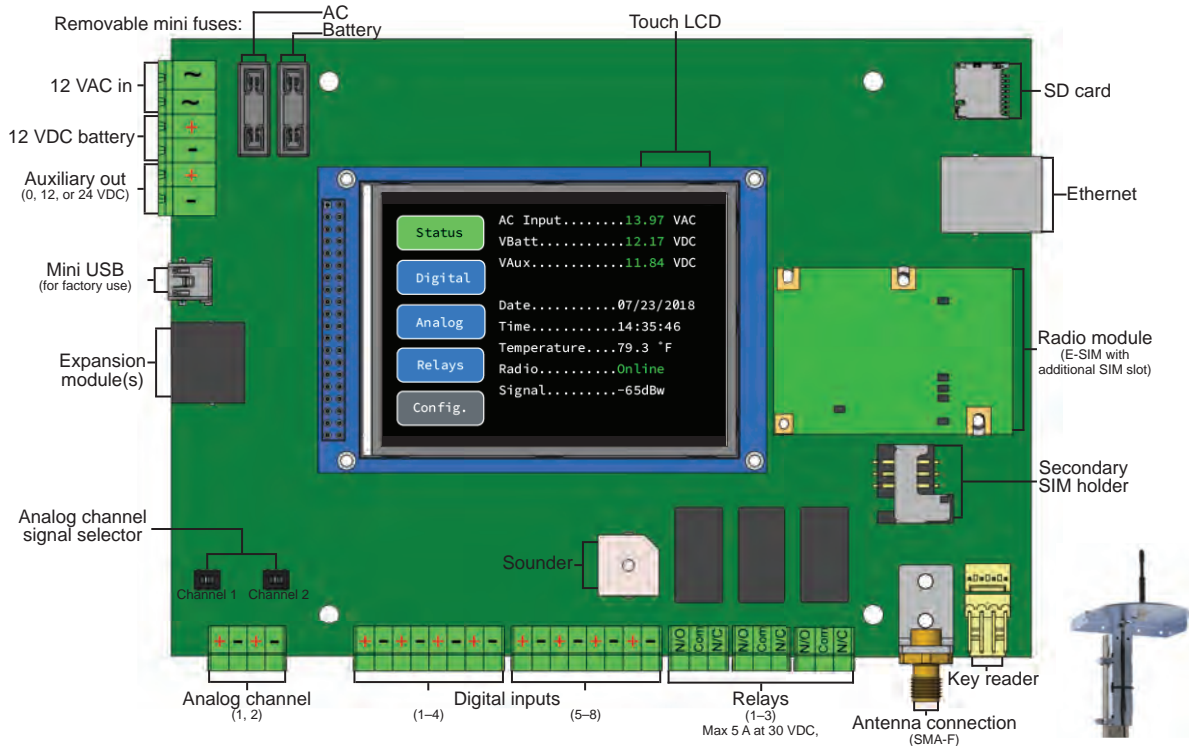
- Up to 16 digital inputs, 6 analog inputs, 4 pulse inputs (with SMP), and 2 analog outputs, simultaneously
- Onboard digital inputs configurable for wire fault supervision or strap on current sensing switch for easier pump run indication
- RS485 for digital, analog, and pulse expansion

Enhanced

- 12 or 24 VDC auxiliary output for battery-backed analog instrument loop power
- Over-the-air upgradeable firmware

	MyDro 150	MyDro 850
Wastewater	Sewage lift station, industrial water quality (WQ) alarming, lift station generator alarming	Master pump station monitoring and remote-control, critical process monitoring, open channel flow monitoring, sewer station power monitoring, reuse water monitoring and control
Water	Pump station alarming, reservoir level alarming, remote valve alarming, chlorine (Cl) residual WQ alarming, pressure reducing valve station alarming	Pump station monitoring, tank and multiple well control, remote valve monitoring and control, Cl residual WQ alarming, flow or pressure monitoring
Other	Gate status alarming, rainfall monitoring	Septic offload and billing, custody transfer and billing, canal level monitoring and gate control, I&I flow, level data logging

Technical Specifications



Outdoor NEMA 4X enclosure:
13.25" w x 13.75" h x 6.25" d
With sun shield
Weight: 7.6 lbs



NEMA 1 enclosure:
11.375" w x 11.25" h x 3.5" d
Use indoors, wall mounting
Weight: 3.6 lbs



FlatPak NEMA 1 enclosure:
10.5" w x 7.75" h x 1.5" d
Use inside MCC cabinet
Weight: 1.8 lbs
5 Ah battery weighs additional
3.6 lbs

MyDro 150

MyDro 850

Data	Alarm Data	Real-time	Real-time
	Pump State	Summarized hourly	Real-time
	Analog Reporting	Current value reported hourly	Every 2 minutes or on 5% change
	Device Health	Built-in inputs reported hourly	
Input/Output	Digital Inputs	8 onboard, dry digital inputs with selectable wire fault supervision or direct attach current sensing switch; Expandable to 16 with PN OP653 3 configurable for pump run summary reporting; Simultaneous runtimes reported when 2 pumps are monitored	8 configurable for pump run; Pump states reported in real-time. Simultaneous pump runtime reporting supported for up to 7 pumps
	Analog Inputs	2 onboard, 4–20 mA isolated or 0–5 VDC; 4 alarm set points each; Expandable to 6 with PN OP465	
	Relay Outputs	3 remotely controllable, form C, dry contact relay outputs; 5 A at 30VDC, SPDT, N/O, or N/C	
	RS485	Support for specified expansion modules	
	Pulse Inputs	4 channels with Safe Module Plus expansion module PN OP750	
		15-minute reporting	2-minute reporting
	Analog Output	2 channels (4–20 mA or 0–5 V) with PN OP461	
	Electronic Key Reader	Key reader for site activity tracking and service mode	
Electrical	Built-in Inputs	AC voltage, battery voltage, board temp, and signal strength; Optional second key reader	
	AC Power	Supervised 120 VAC to 12 VAC, 1.2 A, UL-recognized class II/class III transformer	
	Backup Power	12 V, 5 Ah battery standard with enhanced charging system	
		Up to 50 hours	Up to 18 hours
	Auxiliary	Auxiliary output selectable 12 VDC or 24 VDC for battery-backed analog instrument loop powering; 250 mA max	
	Removable Terminals	Included: Amphenol PN 20020008-G061B01LF (6 pin for power), 20020004-D081B01LF (D08, D04, D03 for I/O)	
	Power Consumption	4.2 W	
Other	Enclosures	FlatPak (PN M153), NEMA 1 (PN M151), NEMA 4X (PN M152), Large NEMA 4X (PN M152L)	FlatPak (PN M853), NEMA 1 (PN M851), NEMA 4X (PN M852), Large NEMA 4X (PN M852L)
	Environment	Operating temperature -20–60°C, non-condensing	
	Cellular Radio	Radios make live, continuous, encrypted TCP socket connections; Payload is end-to-end acknowledged; Penta band (850, 900, 1700, 1900, 2100 MHz); AT&T and partners: LTE, HSPA+, 3G; Verizon and partners: LTE, EVDO, 1XRTT	
	Antenna	Omnidirectional antenna with 11' cable, SMA termination, universal mounting bracket	
	Options	Optional SCADA integration OPC link (PN SW586) to client/server HMI, Tank and Well Control Package (see Accessory Catalog for details)	
	Service	Requires Service Packages for the unit and optional expansion boards (see Accessory Catalog for details)	
	Warranty	One-year manufacturing and material warranty	



Safety Certified



(877) 993-1911 • sales@123mc.com • 123mc.com

QUOTATION



Barney's Pumps Inc.
 PO Box 3529
 Lakeland, FL 33802
 (954) 346-0669
 Coral Springs

QUOTE NUMBER	
1014186	
QUOTE DATE	Page
07/06/2023	1 of 3

Quote Expires On: 08/06/2023

Quoted by: LKKEVIN

Bill To:

Avenier Drainage District

Ship To:

Avenier Drainage District

Customer ID: 11846

Destination Country:

PO Number	Terms	Freight Code	Job Name
	TBD	Freight Allowed	Avenier Storm Water Pump Station - SCADA

Quantities					Item ID	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description		

1	0	1	EA		SCI-TEXT1062-RF Sci-Text® 1062 Retro Fit Power Supply w/ Battery Backup / Charger Backup Batteries w/ Fused Protection Sci-Text 1062 Controller, 24Vdc 4G Cellular Modem w/ Fused Power Cord 4G Cellular Antenna Field Wiring Terminal Blocks (As Required)	12,000.00	12,000.00
1	0	1	EA		SCI-TROLEXPENSE Sci-Text® Custom Programming For Interfacing Between Existing System and Sci-Text 1062 Retrofit Kit		
1	0	1	EA		70001777 Protocol Converter, Serial to Ethernet, Selectable RS-232/422/485 Port (DIGI)		
1	0	1	EA		LABORENG-INT Engineer Programming (In-House) Programming of Protocol Converter		
1	0	1	EA		LABORENG-INT-PLC PLC Programming (In-House) Programming Changes to Existing MicroLogix 1400 PLC		
1	0	1	EA		MATERIALUCSO UC Floor Stock - Sales & Service Order Misc. Wire and Hardware		
1	0	1	EA		LABORENG-INT-FS Eng Integration Field Service Labor Installation, Commissioning, Testing, Start Up and Training for Sci-Text 1062 Retrofit		

QUOTATION



Barney's Pumps Inc.
 PO Box 3529
 Lakeland, FL 33802
 (954) 346-0669
 Coral Springs

QUOTE NUMBER	
1014186	
QUOTE DATE	Page
07/06/2023	2 of 3

Quote Expires On: 08/06/2023

Quoted by: LKKEVIN

<i>Quantities</i>					<i>Item ID</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>		
1	0	1	EA		SCI-TEXTPLUS-PNL Sci-Text® Plus Panel In Steel Enclosure	19,350.00	19,350.00
<hr style="border-top: 1px dashed black;"/>							
1	0	1	EA		LABORENG-INT-FS Eng Integration Field Service Labor Installation, Commissioning, Testing, Start Up and Training for Sci-Text Plus		
<hr style="border-top: 3px double black;"/>							
1	0	1	EA		JOBSOFTWARE Job Software VTScada Light (Free Version) 50 Tags, One (1) Thin Client (Mobile or PC), Historian, Security, Trending, Reporting, Electronic Operator Logbooks, Alarm and Event Logging	0.0000	0.00
<hr style="border-top: 3px double black;"/>							
1	0	1	EA		LABORENG-INT-SCADA SCADA Programming (In-House) VTscada Light Programming, Initialization and Screen Development	6,575.00	6,575.00
<hr style="border-top: 3px double black;"/>							
1	0	1	EA		LABORENG-INT-FS Eng Integration Field Service Labor Installation, Commissioning, Testing, Start Up and Training for VTScada Software		

QUOTATION



Barney's Pumps Inc.
 PO Box 3529
 Lakeland, FL 33802
 (954) 346-0669
 Coral Springs

QUOTE NUMBER	
1014186	
QUOTE DATE	Page
07/06/2023	3 of 3

Quote Expires On: 08/06/2023

Quoted by: LKKEVIN

<i>Quantities</i>					<i>Item ID</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>		

Total Lines: 31

SUB-TOTAL: 37,925.00
TAX: 2,325.50
AMOUNT DUE: **40,250.50**
U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit <https://www.barneypumps.com/legal.html>

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

 PRINT NAME SIGNATURE DATE

WORK AUTHORIZATION NO. 6

For:



AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501A Burns Road
Palm Beach Gardens, FL 33410

And



BALLBÉ & ASSOCIATES, INC.

2737 Northeast 30th Place
Fort Lauderdale, FL 33306
(954) 491-7811

For:

AVENIR TOWN CENTER BYPASS ROAD
ENGINEERING SERVICES

Project Number 202211

July 24, 2023

WORK ORDER NO. 6 BETWEEN CLIENT AND CONSULTANT

Client:	Mrs. Virginia Cepero, Chairperson AVENIR COMMUNITY DEVELOPMENT DISTRICT 2501A Burns Road Palm Beach Gardens, FL 33410	Date:	July 24, 2023
Project Name:	AVENIR TOWN CENTER BYPASS ROAD	Project No:	202211

Dear Virginia:

Pursuant to your request, **BALLBÉ & ASSOCIATES, INC.** ("Consultant") is pleased to submit to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes ("Client") the following Work Authorization for the engineering design, permitting, inspections, construction administration and final certification services for the above referenced project. This Work Authorization is submitted pursuant to the Agreement for District Engineering Services between the Consultant and the Client, dated February 8, 2017 (the "District Engineer Agreement"), which District Engineer Agreement is incorporated herein and made a part hereof.

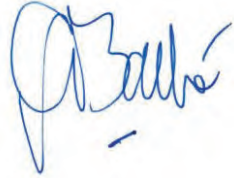
Our scope of services includes the preparation of final roadway plans for the proposed road connecting Coconut Boulevard to the Avenir Drive Bypass Road, in the City of Palm Beach Gardens, including the necessary permitting and construction administration services. A more detailed list of the initial scope of services, along with their respective cost, is included in Exhibit "A". Also, included is Exhibit "B", the Schedule of Hourly Rates and Other Charges for work not specified in the Scope of Services.

This Work Authorization and the attached Exhibits represents the entire understanding between Client and Consultant and may only be modified in writing signed by Client and Consultant.

PURSUANT TO FLORIDA STATUE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF BALLBÉ & ASSOCIATES, INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Acceptance and Authorization to Proceed:

This Work Authorization and the attached Exhibits are hereby acknowledged and accepted, and we hereby grant authority to proceed. The undersigned is authorized to execute this Work Authorization on behalf of Client.

<i>Consultant</i>	BALLBÉ & ASSOCIATES, INC.	<i>Client</i>	AVENIR COMMUNITY DEVELOPMENT DISTRICT
<i>Signed</i>		<i>Signed</i>	
<i>Name</i>	Carlos J. Ballbe, P.E.	<i>Name</i>	Virginia Cepero
<i>Title</i>	President	<i>Title</i>	Chair
<i>Date</i>	July 24, 2023	<i>Date</i>	

Attachments:

- Exhibit "A" Initial Scope of Services
- Exhibit "B" Schedule of Hourly Rates and Other Charges

EXHIBIT "A"

INITIAL SCOPE OF SERVICES

The following is a further description of the basic engineering services and related matters to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work and based on the fee schedule shown in Exhibit "B".

A.	<i>FINAL DESIGN AND PERMITTING PHASE</i>	
1.	<p><u>WATER DISTRIBUTION SYSTEM</u> Update the Avenir master hydraulic study to include the project's water main and as required to size the main to meet Fire Department requirements and Seacoast Utility Authority ("SUA") water quality requirements.</p> <p>Prepare construction drawings for the proposed water distribution system as required by SUA, the City of Palm Beach Gardens and Palm Beach County Department of Health.</p>	\$10,000.00
2.	<p><u>SEWAGE COLLECTION SYSTEM</u> Prepare construction drawings for the sewage collection system connecting to the existing manhole located on Coconut Boulevard as required by SUA, the City of Palm Beach Gardens and Palm Beach County Department of Health.</p>	\$15,000.00
3.	<p><u>DRAINAGE SYSTEM</u> Prepare water management report and provide the necessary information to meet the SFWMD requirements for obtaining an Environmental Resources Permit modification for the following water management runoff requirements:</p> <ul style="list-style-type: none"> • Water quality pre-treatment • Water quantity attenuation and discharge <p>Prepare pipe sizing hydraulic analysis and prepare construction drawings for the proposed drainage system and required lake interconnects to the master drainage system. Plans will include the necessary drainage structure details, pipe sizes, elevations, and specifications.</p> <p>Coordinate with environmental consultant the submittal of the required</p>	



	wetland mitigation information.	\$20,000.00
<u>4.</u>	<p><u>PAVING AND RELATED WORK</u> Prepare construction drawings for proposed road as required by SUA, the City of Palm Beach Gardens and South Florida Water Management District ("SFWMD").</p> <p>Plans shall include the following items:</p> <ul style="list-style-type: none"> • Key Sheet • General Notes • Typical Sections • Master water plan • Master sewer plan • Master drainage plan • Paving and grading plan • Typical sections • Drainage Details • Miscellaneous Details 	\$30,000.00
<u>5.</u>	<p><u>PAVEMENT MARKINGS AND SIGNAGE</u> Prepare construction drawings for the roadway pavement marking and signage as required by the City of Palm Beach Gardens.</p>	\$10,000.00
<u>6.</u>	<p><u>SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") UTILITIES DEWATERING PERMIT</u> Prepare SFWMD dewatering permit application for utilities installation (water/sewer/drainage). Consultant to provide the following scope of work:</p> <ol style="list-style-type: none"> a. Review historical information on file with the SFMWD to identify existing dewatering permits for the Avenir project site. The District has requested previous Avenir dewatering applicants address the impacts of concurrent dewatering activities on new, proposed dewatering projects. b. Prepare the dewatering permit application and supporting documentation. c. Prepare dewatering plan and calculations for the water, sewer, and drainage installation. d. Optimize the dewatering discharge location and methods that are consistent with SFWMD criteria. Provide the ownership 	

	<p>documentation, site plans, locations to be dewatered, and maximum dewatering depths. No fieldwork will be performed as part of the scope of work described in this proposal. Respond to request for additional information. The SFWMD permit fee is not included.</p> <p>e. Evaluation of the proposed allocation adverse impact on existing legal users of the groundwater resource and dewatering potential impact to on-site or off-site lands affected by in not included.</p>	\$15,000.00
<u>7.</u>	<p><u>SUBMITTALS & PERMITTING</u> Prepare plans, applications, exhibits and submit to the following permitting agencies for the purposes of obtaining the necessary approvals to construct the proposed infrastructure improvements:</p> <ul style="list-style-type: none"> • Seacoast Utilities Authority • Palm Beach County Utilities • City of West Palm Beach • Palm Beach County Health Department • City of Palm Beach Gardens • South Florida Water Management District 	\$15,000.00
<u>8.</u>	<p><u>SUA DEVELOPER AGREEMENT FOR WATER AND SEWER</u> Prepare application and exhibits required to process a Developer Agreement with SUA. Attend meetings with SUA staff if required. Assist Client with the execution of the agreement.</p>	Included
<u>9.</u>	<p><u>MEETINGS</u> Attend virtual and in person meetings as required to obtain plan approval.</p>	Included
<u>10.</u>	<p><u>BIDDING AND NEGOTIATION</u></p> <ol style="list-style-type: none"> 1. Prepare bid packages for the proposed improvements, including Autocad files to facilitate bid preparation. 2. Submit packages to Bidders. 3. Reply to Bidder's comments. 4. Provide Client assistance in evaluating contractor proposals, as required. 	\$5,000.00
<u>11.</u>	<p><u>NPDES NOTICE OF INTENT ("NOI") FILING PHASE</u> Prepare a storm water pollution prevention plan and submit to the F.D.E.P. for the purposes of obtaining a Notice of Intent Permit only. Contractor/Client shall be responsible for the implementation and monitoring/reporting of the construction activities.</p>	\$2,500.00

	<u>TOTAL FINAL DESIGN AND PERMITTING PHASE =</u>	<u>\$122,500.00</u>
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B.	<i>PRECONSTRUCTION PHASE</i>	
<u>1.</u>	<p><u>UTILITY COORDINATION & DRY UTILITY CROSSING PLAN</u> Client to provide all dry utility crossing information (i.e. FPL feeder and transformer locations, Street lights conduits, Cable, Irrigation, Gas). Coordinate dry utility installation and road crossings with Client. Pursuant to Seacoast Utility Authority ("SUA") requirements prior to scheduling a pre-construction meeting, Consultant to provide the following services:</p> <ul style="list-style-type: none"> a. Prepare dry utility plans (road crossing plans) as required by SUA. b. Compute road crossings conflicts with water and sewer and add information to dry utility plans. c. Submit dry utility plans to SUA for review and approval. 	\$10,000.00
<u>2.</u>	<p><u>FINAL COST ESTIMATES & BONDS</u></p> <ul style="list-style-type: none"> a. Prepare final construction cost estimates for the installation of the water, sewer, paving and drainage as required by PBG for bonding and permit fee determination. Assemble landscape and irrigation cost estimates provided by UDK and submit estimates to PBG for review and approval. b. Submit draft and final bond agreements and bonds to the City of Palm Beach Gardens. Assist Client with the requirements to obtain the performance bond. Follow up with Palm Beach Gardens staff to get the bond approved. 	\$3,500.00
<u>3.</u>	<p><u>SITE INFRASTRUCTURE PERMIT</u> The following services are required to secure the site infrastructure permit:</p> <ul style="list-style-type: none"> a. Prepare application and submit to Client and Contractor. b. Prepare plans and submit to PBG along with applications. c. Address permit comments and follow up with City, Client, Contractor on items required for permit. 	\$2,500.00
<u>4.</u>	<p><u>CONSTRUCTION SITE SECURITY PLAN & PERMIT</u> The following services are required to secure the site security permit:</p>	

	<ul style="list-style-type: none"> a. Prepare a security plan as required by the PBG Police Department and Fire Department prior to the issuance of the site infrastructure permit or building permit. b. Prepare permit application and submit to Client/Contractor. c. Submit plan and application to City for review and approval. d. Address permit comments and follow up with City, Client, Contractor on items required for permit. 	\$5,000.00
<u>5.</u>	<p><u>STREET LIGHT PERMIT</u> The following services are required to secure the street light permit:</p> <ul style="list-style-type: none"> a. Prepare application and submit to Client and Contractor. b. Request signed and sealed plans from electrical engineer (Photometric Plans). c. Prepare plans and applications package and submit to PBG for review and approval. d. Address permit comments and follow up with City, Client, Contractor on items required for permit. 	\$2,500.00
<u>6.</u>	<p><u>SEACOAST UTILITY AUTHORITY PRECONSTRUCTION MEETING</u> Prepare and submit the following information required by SUA prior to scheduling a preconstruction meeting:</p> <ul style="list-style-type: none"> • • SUA Exhibit "D" (Shop drawings specifications) • • SUA Exhibit "C" (contractor's license) • • DEP Water and sewer permits • • Dry Utility Crossing Plans 	\$3,500.00
	<u>TOTAL PRECONSTRUCTION PHASE =</u>	<u>\$27,000.00</u>

C.	CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE	
	<p>Following is a summary of the services to be provided:</p> <ul style="list-style-type: none"> 1. Review and approve shop drawings. 2. Attend applicable pre-construction meeting. 3. Conduct necessary periodic field inspections during the construction of the permitted improvements as required to comply with the minimum standards for certification of the project. 	



	<ol style="list-style-type: none"> 4. Act as the owner's representative during the required inspections. 5. Respond to contractors RAI. 6. Attend meetings as required by Client, City/County, Architect and Contractor. 7. Review and process payment requisitions if required. 8. Attend Preliminary and Final inspections. <p><u>TOTAL CONSTRUCTION INSPECTIONS AND CONTRACT ADMINISTRATION PHASE =</u></p>	<p><u>\$45,000.00</u> <u>budget</u></p>
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D.	<i>FINAL CERTIFICATION AND CONVEYANCE PHASE</i>	
	<p>Following is a summary of the services to be provided on behalf of Client for the final certification and project conveyance:</p> <ol style="list-style-type: none"> 1. Review and submit certified as-built drawings provided by the surveyor of record. 2. Prepare and process Final Engineer's Certifications for the permitted site improvements. 3. Submit Engineer's daily construction inspection reports. 4. Prepare final conveyance packages and submit to permitting agencies. 5. Process easement dedications: Client to provide sketch and legal descriptions and opinion of title. 6. Process bond reduction and bond release. <p><u>TOTAL PRECONSTRUCTION AND INSPECTION PHASE =</u></p>	<p><u>\$15,000.00</u></p>

	<u>TOTAL SCOPE OF SERVICES =</u>	<u>\$209,000.00</u>
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Consultant <u>CJB</u>	Client _____
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The above listed tasks do not include the following items:

GEOTECHNICAL TESTING

Percolation test and soil testing (borings, subgrade and rock base testing).

BOUNDARY/TOPOGRAPHIC SURVEY

Client to provide Consultant with a survey containing topographic information and/or the as-built for the paving and drainage system prior to commencement of work in Autcad format. (Alta Survey if available).

WETLAND CONSULTING

Jurisdictional wetlands determination or permitting services.

ENVIRONMENTAL RELATED SERVICES

Soil/water contamination services not included.

IRRIGATION PERMIT

TRAFFIC STUDIES

Preparation of traffic study to determine level of services and concurrency requirements.

OUT-OF-POCKET EXPENSES

Out-of-pocket expenses will be billed at their respective cost as per the attached Exhibit "B".

FEES

Application and permit fees are not included and shall be provided by Client as required by the permitting agencies.

Consultant will assist Client in getting proposals to perform this work if necessary.

EXHIBIT "B"

SCHEDULE OF HOURLY RATES AND OTHER CHARGES

Principal	Hour	\$225.00
Senior Professional Engineer	Hour	\$200.00
Professional Engineer	Hour	\$175.00
Senior Civil Engineer	Hour	\$150.00
Civil Engineer	Hour	\$125.00
Engineering Inspections/Contract Administration	Hour	\$150.00
Engineering Technician	Hour	\$100.00
Administrative Services	Hour	\$75.00
Deposition/Court Testimony	Hour	\$350.00
Out of Pocket Expense	Expense	Cost + 15%
Mileage	Mile	\$0.50
Black Line Prints (24"x36")	Each	\$1.75
Color Prints (24"x36")	Each	\$15.00
Photocopies (8.5"x11" Black & White)	Each	\$0.25
Photocopies (8.5"x11" Color)	Each	\$0.50
Photocopies (11"x17" Black & White)	Each	\$0.50
Photocopies (11"x17" Color)	Each	\$1.00
Finance Charge on Past Due	Account Balance	See Exhibit "C"

SMALL PROJECT AGREEMENT

(Coconut Blvd Entry Feature – Steel Domes Installation)

THIS SMALL PROJECT AGREEMENT is made and entered into this 2nd day of August, 2023, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Palm Beach Gardens, Palm Beach County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

BISON STEEL, LLC., a Florida limited liability company, d/b/a **AAA STEEL FABRICATORS**, whose principal address is 1669 SW 45th Way, Deerfield Beach, Florida 33442, and whose mailing address is 14624 Bubbling Spring Road, Botyds Maryland 20841 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to have furnished and installed steel domes and associated work on two (2) newly constructed entry features located within the boundaries of the District (collectively, the “Project”), in accordance with the Permit Set, dated August 23, 2022, and prepared by Randall Stofft Architects which Permit Set is incorporated herein by reference and made a part hereof as Exhibit A (the “Project Specifications”); and

WHEREAS, the Project is more particularly described in Contractor’s proposal number 22009.010, dated February 9, 2023, attached hereto and made a part hereof as Exhibit B (the “Proposal”); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project in accordance with the Project Specifications and in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. The Project shall be performed in accordance with this Agreement, the Proposal, and Project Specifications.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his or her designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, in the Proposal.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, swales, facilities, stormwater management areas, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held and shall be responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor for the Project in the total amount of **ONE HUNDRED SEVENTY – SEVEN THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 (\$177,770.00) DOLLARS** (the "Contract Amount"). District shall pay

Contractor twenty-five percent (25%) of the Contract Amount which amounts to **\$44,442.50** upon execution of this Agreement. The parties agree that a mutual payment draw schedule will be produced before the Project commences. Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, all work under the Project has been performed, and after the Project has passed final inspection by the District and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work associated with the construction and installation of the Project shall be made upon completion of such additional work and upon District's receipt and review of sufficient supporting documentation for such items, provided such Additional Work has first been authorized in writing by the District or the District Manager of the District. Invoices shall be generated from the Contractor, addressed to the District, and delivered to the District so that payments can be made in accordance with the agreed upon payment draw schedule as indicated above.

With each invoice the Contractor shall submit conditional waivers and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each. The District will issue joint checks payable to the Contractor and any subcontractor(s) for the portion(s) of the invoice(s) that correspond to the subcontractor(s), if necessary and appropriate in the determination of the District.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, its gas facilities, its electric facilities, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME OF PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious and regular manner, without

interruption, to limit the inconvenience to the residents of Avenir and the general public utilizing the District's facilities and improvements. The District shall provide the Contractor with all schedules of work and with any other information necessary for the prompt completion of the Project. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, such Additional Work, and the timeframe in which such Additional Work must be completed.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District and its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District and its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations of liability afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a permit for the Project by the governing authority and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 11. DEFECTIVE WORK; WARRANTY.

A. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from date of certificate of completion from Palm Beach Gardens Building Department, and further agrees to assign any and all applicable manufacturer's warranties to the District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any Contractor's or manufacturer's warranty, if any, is greater than that which is provided for in this Section 11, the longer warranty shall prevail.

B. Within ten (10) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs, which the Contractor has filed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the Project, or portions thereof, performed by him.

SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the

United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- (iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Avenir Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or

endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 13. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 14. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 15. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Avenir Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk 1s, Esq.

CONTRACTOR: **Titan Stone, LLC.**
14624 Bubbling Spring Road
Botyds, Maryland 20841
Attention: Nathan Mikus, Owner

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

SECTION 16. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor

shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 17. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: BBARBA@SDSINC.ORG**

SECTION 18. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 21. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Project. Ignorance on the part of the Contractor will in no way relieve contractor from responsibility.

SECTION 23. CONFLICTS. In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Exhibit A, or Exhibit B then this main Agreement instrument shall control. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall control.


SECTION 24. ACCEPTANCE OF PROPOSAL. District' acceptance of the Proposal set forth in Exhibit B is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 25. MEDIATION. Any claims arising out of or related to this Agreement shall be subject to mediation. Mediation shall be a condition precedent to arbitration. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ft. Lauderdale, Florida.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**



Print name: Jason Pierman
Secretary/Assistant Secretary




Print name: CHAIR
Chair/Vice-Chair


2 day of Aug, 2023

WITNESSES:

CONTRACTOR:



Ryan Renuis
[PRINT NAME OF WITNESS]



ROBERT KELLY
[PRINT NAME OF WITNESS]

BISON STEEL LLC., a Florida limited liability company

By: 

Nathan Mikus, Owner
2nd day of August, 2023

EXHIBIT A
PROJECT SPECIFICATIONS

EXHIBIT B

PROPOSAL

Terms & Conditions

The Proposal is valid for 90 Days from date of delivery unless accepted in writing by the "Customer". Customer shall pay 25% with the return of the signed proposal. A mutually agreed upon payment draw schedule will be produced before work commences. Final payment shall be made to "Fabricator" 30 days after completion of "Fabricator's" work.

1. "Fabricator" shall mean "AAA Steel Fabricators" and or AAA Architectural Fabricators", and "Customer" shall refer to the entity to whom this Proposal and/or Work Order was submitted.
2. Structural steel will be furnished to this Project in accordance with the terms and conditions of the bidding documents and the American Institute of Steel Construction Code of Standard Practice for Buildings and Bridges, current edition.
3. DRAWINGS, PLANS AND SPECIFICATIONS. Fabricator shall be entitled to rely upon the plans and specifications which were provided by Customer. If the design is not complete at the time of this bid, released for construction drawings will be required before detailing, material purchases, or fabrication can commence and Fabricator reserves the right to additional compensation.
4. TIME. The project schedule and any modification shall allow Fabricator a reasonable time to complete its Work in an efficient manner considering the contract completion date or times set forth in this contract. Fabricator shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work. Customer shall promptly provide the Fabricator with all schedules of work and with any other information necessary for the proper schedule of Fabricator's Work. Fabricator will not be bound by any schedule that was not included in bidding documents, or to any schedule revisions absent prior written agreement. Fabricator shall be entitled to an equitable adjustment in the price of the Work, including but not limited to, any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Fabricator is not responsible.
5. FORCE MAJEURE. Notwithstanding anything to the contrary in these Terms and Conditions, deliveries and/or performance may be suspended or delayed by acts of God; acts of civil or military authorities; war, riot, fire, or explosion; flood; sabotage or acts of terrorism; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; changes in applicable government laws, regulations; failure of machinery or apparatus; labor disputes; acts or omissions of Customer, its employees, officers or agents, or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Fabricator which makes impractical the performance of the Work, or the manufacturer, transportation, or shipment of the products or of a material or other resource upon which the manufacturer or transportation of the products depend. Fabricator reserves the right, in its sole discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution. Fabricator shall be entitled to an equitable adjustment in the price and the time for the performance of the Work resulting from any Force Majeure event.
6. ESCALATION. Fabricator's material prices are based on current prices at the time of the Proposal. Any significant price increases (meaning a price increase exceeding 5%) in materials necessary to perform the Work, that occur during the period of time between the date of this Proposal and Substantial Completion of the Project, shall cause the contract price to be equitably adjusted by an amount reasonably necessary to cover any such increase.
7. FREIGHT. Freight will be noted as either an inclusion or an exclusion in a proposal. Freight is calculated as a set price based upon mileage and number of expected trips. Any changes to the scope or assumptions regarding phasing of delivery may result in an additional freight surcharge.
8. TIME OF PAYMENT. Payment must be made to Fabricator within thirty (30) days of the date of Fabricator's invoice. Payments not received when due shall incur service charges at the rate of three percent (1.5%) per month (18% per annum) until paid. If Customer fails to pay Fabricator, in accordance with this provision, Fabricator may, without prejudice to any other available remedies, limit or cancel the credit of Customer, suspend further deliveries or performance, or terminate this contract. The contract amount shall be increased, by appropriate adjustment, by the amount of Fabricator's demobilization, delay and remobilization costs. Fabricator shall be entitled to recover its costs and attorney fees incurred for any non-payment of amounts due.
9. FAILURE TO GIVE ADEQUATE ASSURANCES. If Customer's financial condition gives Fabricator, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform its obligations under the Contract, Fabricator may require full or partial cash payment in advance or may suspend any further deliveries or performance until Customer's financial condition materially improves and all unpaid sums due to Fabricator have been paid.

Terms & Conditions

10. **RELEASES.** Any form or release wherein the Fabricator purports to release the Customer, Owner or Design Professional is hereby qualified by the following language, whether or not the Fabricator specifically adds the language: "This release shall apply only to work for which payment has been received in full by Fabricator; and it shall not apply to retainage, unbilled changes, or claims or amounts not yet paid." The Fabricator will not agree to an advance waiver of its lien rights, its right to delay damages, its right to consequential damages, or to withholding payment for disputes between Contractor and Owner unrelated to Fabricator's work.

11. **RETAINAGE.** Customer shall be permitted to withhold 10% retainage for this project until it is 50% complete. After 50% completion, Customer shall only withhold 5% of the total contract amount until substantial completion. Final payment, including release of retainage, shall be due within 30 days after completion of Fabricator's Work.

12. **CHANGE ORDERS.** If conditions are encountered at the site which are concealed physical conditions which differ from those indicated in any plans, specifications, reports, surveys, or other information provided to Fabricator, then the Subcontract Price shall be equitably adjusted for such concealed or unknown conditions by Change Order upon the claim of either party.

13. **TITLE AND RISK OF LOSS.** Title to and risk of loss of the materials provided to the project by Fabricator shall pass to Customer upon delivery. Fabricator shall retain a security interest and right of possession in the materials until Customer makes full payment for those materials.

14. **WARRANTY, LIMITATION OF LIABILITY, AND ASSUMPTION OF RISK.** Fabricator agrees to correct all Work under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of substantial completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth in writing as agreed to by the Fabricator. Fabricator disclaims and Customer waives, all other warranties, express or implied, including but not limited to the warranties of habitability, merchantability, and fitness for a particular purpose. Fabricator's liability for any action shall be limited to the Proposal Price. If Customer or Owner claims that Fabricator's work is defective, they shall give Fabricator written notice within 5 days of when they knew or could have known of the alleged deficiency. Fabricator shall be given a reasonable opportunity to cure such alleged deficiency (and at its sole discretion Fabricator may repair or replace with equal quality any limited warranty items) upon receipt of such written notice. Failure to provide Fabricator with such notice and an opportunity to cure such alleged deficiencies shall constitute a waiver of such claims.

15. **INDEMNIFICATION.** To the maximum extent allowed by law, Customer shall defend, indemnify, and hold harmless Fabricator and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines and other expenses (including investigation costs, litigation costs, and attorney fees) that Fabricator may incur or be obligated to pay to the extent of Customer's (i) negligence, (ii) violation or alleged violation of any federal, state, county or local laws or regulations, (iii) breach of this Contract, or (iv) other negligence for which Customer is responsible. Fabricator will take full responsibility for its own actions and negligence. It will not agree to indemnify any other party for the consequences of that party's actions or negligence.

16. **MEDIATION.** Any claims arising out of or related to this contract shall be subject to mediation. Mediation shall be a condition precedent to arbitration. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ft. Lauderdale Fl.

17. **COLLECTION COSTS & ATTORNEY FEES.** In the event that Fabricator hires a collection company or institutes legal proceeding against Customer to collect any monies due to Fabricator hereunder, or if Fabricator successfully defends any lawsuit instituted by Customer, whether based on contract, tort or any other legal theory of recovery, then Fabricator shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from Customer.

18. **GOVERNING LAW.** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law provision.

Terms & Conditions

19. SUBCONTRACT DOCUMENTS. No terms and conditions contained in the contract between the Owner and Customer, if applicable, shall be binding on the Fabricator unless a copy of such terms and conditions has been furnished to Fabricator and accepted in a writing signed by the Fabricator.

20. PERFORMANCE OF WORK PRIOR TO EXECUTION OF CONTRACT. In the event that Fabricator is given a notice to proceed, directed to purchase material, or otherwise directed by Customer to commence any of the Work contemplated by this Proposal prior to the Customer signing this Proposal, Customer shall be deemed to have accepted all of the Terms and Conditions of this Proposal and/or Work Order as set forth herein. No amendment or modification of any provision of these Terms and Conditions shall be binding unless the same is in writing, signed by the party to be bound, and is specifically described as an amendment or modification of these Terms and Condition.

21. SOLVENCY. Customer hereby represents and warrants to Fabricator that Customer is solvent (on a balance sheet basis) and both has and will have the unrestricted ability to pay its debts in the ordinary course of business as and when such debts are due and payable. Customer also acknowledges and agrees that each of the Customer's acceptance of material and or labor supplied by Fabricator shall constitute a written reaffirmation of Customer's representation of solvency as of the date of the Customer's acceptance of material and labor, which representation shall be deemed to grant to Fabricator the maximum right of reclamation available at law or in equity under either the Commercial Code or any other applicable state law, or in bankruptcy or insolvency proceeding.

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE

OFFICER OF THE COMPANY

SMALL PROJECT AGREEMENT

(Coconut Blvd Entry Feature – Natural Florida Oolite)

THIS SMALL PROJECT AGREEMENT is made and entered into this ____ day of _____, 2023, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Palm Beach Gardens, Palm Beach County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

TITAN STONE, LLC., a Florida limited liability company whose principal and mailing 2999 North Powerline Road, Pompano Beach, Florida 33069 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to have furnished and installed Natural Florida Oolite to two (2) newly constructed entry features located within the boundaries of the District (collectively, the “Project”), in accordance with the Permit Set, dated August 23, 2022, and prepared by Randall Stofft Architects which Permit Set is incorporated herein by reference and made a part hereof as Exhibit A (the “Project Specifications”); and

WHEREAS, the Project is more particularly described in Contractor’s proposal dated April 5, 2023, attached hereto and made a part hereof as Exhibit B (the “Proposal”); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project in accordance with the Project Specifications and in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. The Project shall be performed in accordance with this Agreement, the Proposal, and Project Specifications.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his or her designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, in the Proposal.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, swales, facilities, stormwater management areas, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held and shall be responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor for the Project in the total amount of **ONE HUNDRED NINETY – SIX THOUSAND FOUR HUNDRED SIXTY – FIVE AND 00/100 (\$196,465.00) DOLLARS** (the "Contract Amount") in accordance with the payment schedule below:

Payment No.	Payment Due	Entry Feature West
1	Execution of Agreement	\$49,116.25
2	Start of Project	\$49,116.25
3	Halfway	\$49,116.25
4	Completion of Project	\$49,116.25
TOTAL		\$196,465.00

Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, all work under the Project has been performed, and after the Project has passed final inspection by the District and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work associated with the construction and installation of the Project shall be made upon completion of such additional work and upon District's receipt and review of sufficient supporting documentation for such items, provided such Additional Work has first been authorized in writing by the District or the District Manager of the District. Invoices shall be generated from the Contractor, addressed to the District, and delivered to the District so that payments can be made in accordance with the agreed upon payment schedule as set forth in the Proposal.

With each invoice the Contractor shall submit conditional waivers and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each. The District will issue joint checks payable to the Contractor and any subcontractor(s) for the portion(s) of the invoice(s) that correspond to the subcontractor(s), if necessary and appropriate in the determination of the District.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, its gas facilities, its electric facilities, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship

between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME OF PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious and regular manner, without interruption, to limit the inconvenience to the residents of Avenir and the general public utilizing the District's facilities and improvements. The parties agree that the time to complete the Project is one hundred eighty (180) days after any and all required permits are ready for pickup at the City of Palm Beach Gardens, if any. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, such Additional Work, and the timeframe in which such Additional Work must be completed.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District and its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District and its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations of liability afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a permit for the Project by the governing authority and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 11. DEFECTIVE WORK; WARRANTY.

A. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from date of certificate of completion from Palm Beach Gardens Building Department, and further agrees to assign any and all applicable manufacturer's warranties to the District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any Contractor's or manufacturer's warranty, if any, is greater than that which is provided for in this Section 11, the longer warranty shall prevail.

B. Within ten (10) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs, which the Contractor has filed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the Project, or portions thereof, performed by him.

SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Avenir Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not

continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 13. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 14. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole

remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 15. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Avenir Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk1s, Esq.

CONTRACTOR: **Titan Stone, LLC.**
2999 North Powerline Road
Pompano Beach, Florida 33069
Attention: James Blair

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

SECTION 16. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their

employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 17. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: BBARBA@SDSINC.ORG**

SECTION 18. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 21. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Project. Ignorance on the part of the Contractor will in no way relieve contractor from responsibility.

SECTION 23. CONFLICTS. In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Exhibit A, or Exhibit B then this main Agreement instrument shall control. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall control.

SECTION 24. ACCEPTANCE OF PROPOSAL. District's acceptance of the Proposal set forth in Exhibit B is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 25. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2023

WITNESSES:

CONTRACTOR:

TITAN STONE, LLC., a Florida limited liability company

[PRINT NAME OF WITNESS]

By: _____

James Blair, CEO

_____ day of _____, 2023

[PRINT NAME OF WITNESS]

EXHIBIT A
PROJECT SPECIFICATIONS

REVISIONS	BY	DATE

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFF
ARCHITECTS
distinctive, inspirational, architectural.

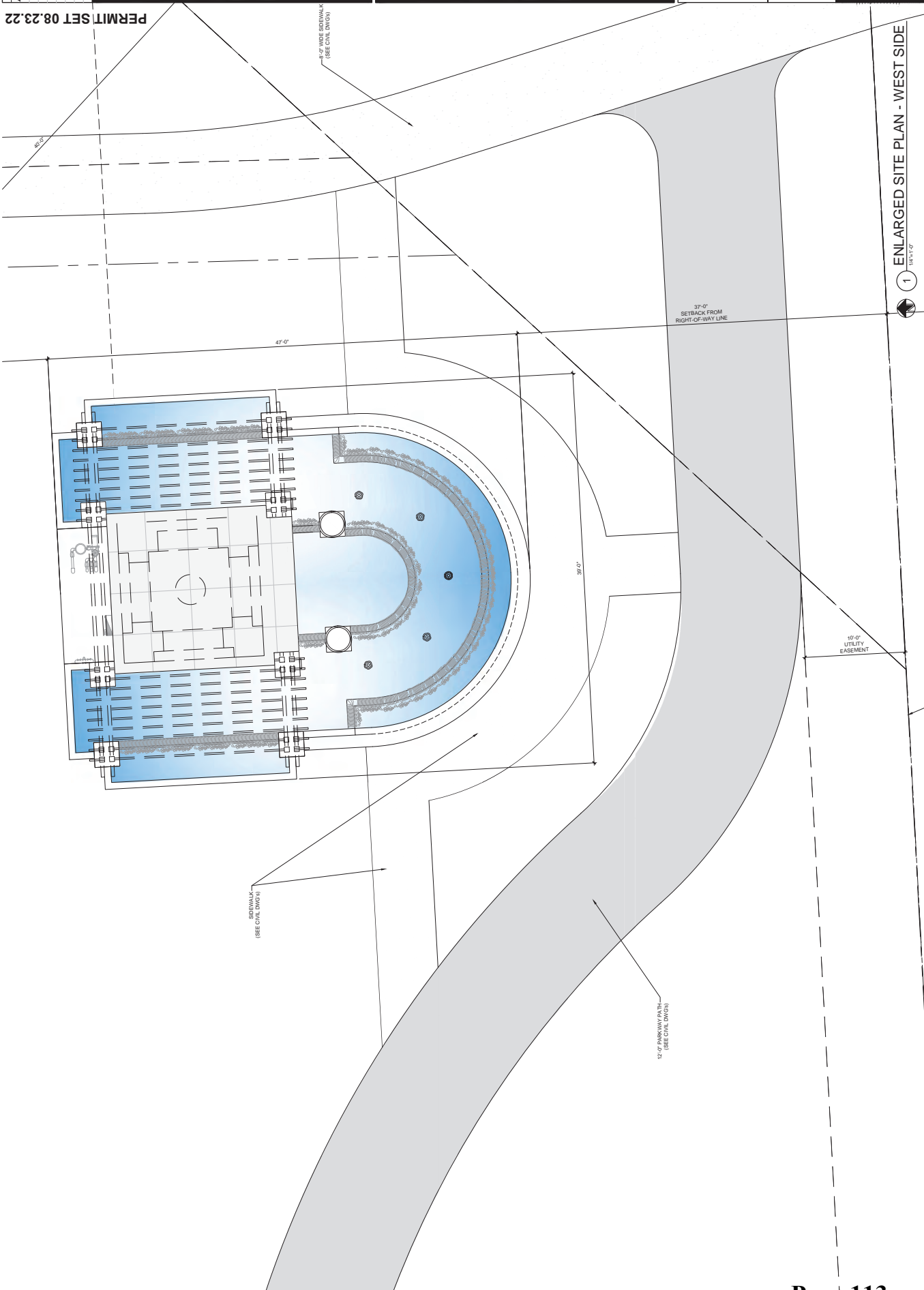
43 N BRANTON AVE., DELRAY BEACH, FL 33446 (561) 283-7877 WWW.STOFF.COM

JOB NO.: 20080716

FL-00000001 - FILING NUMBER

THIS PLAN IS THE PROPERTY OF RANDALL STOFF ARCHITECTS AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RANDALL STOFF ARCHITECTS. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

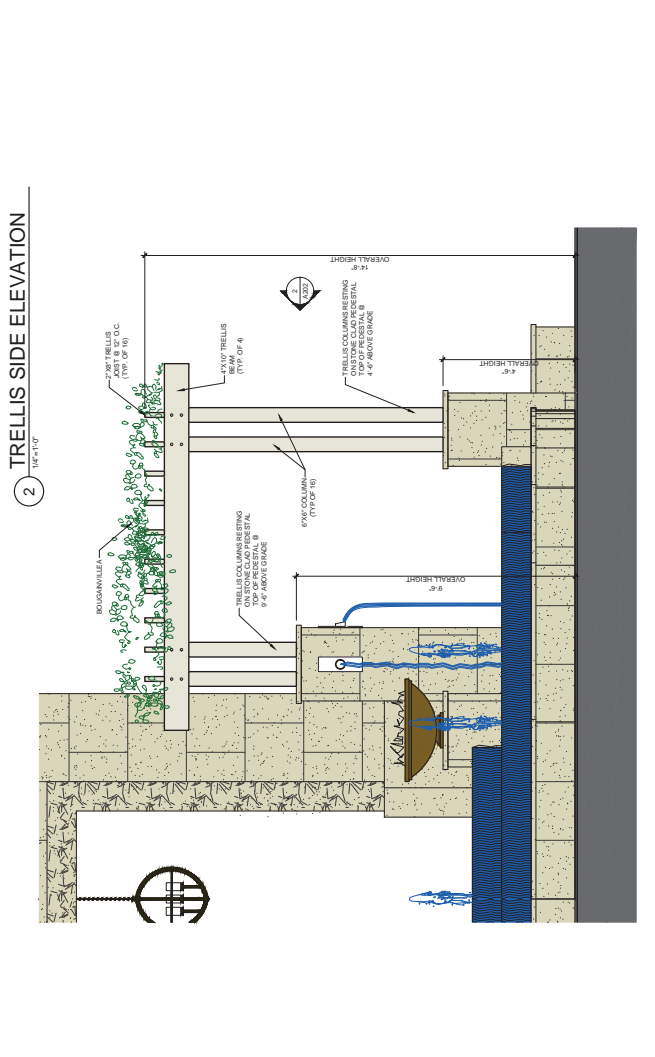
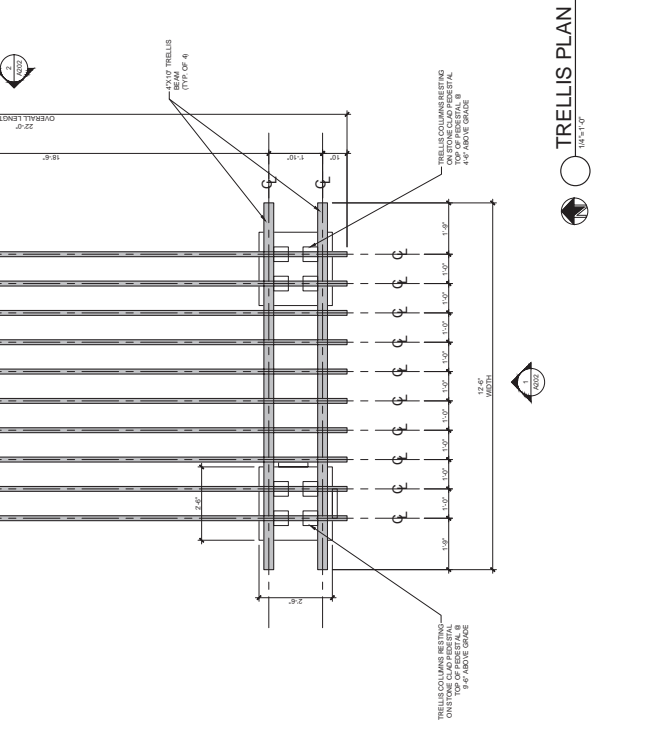
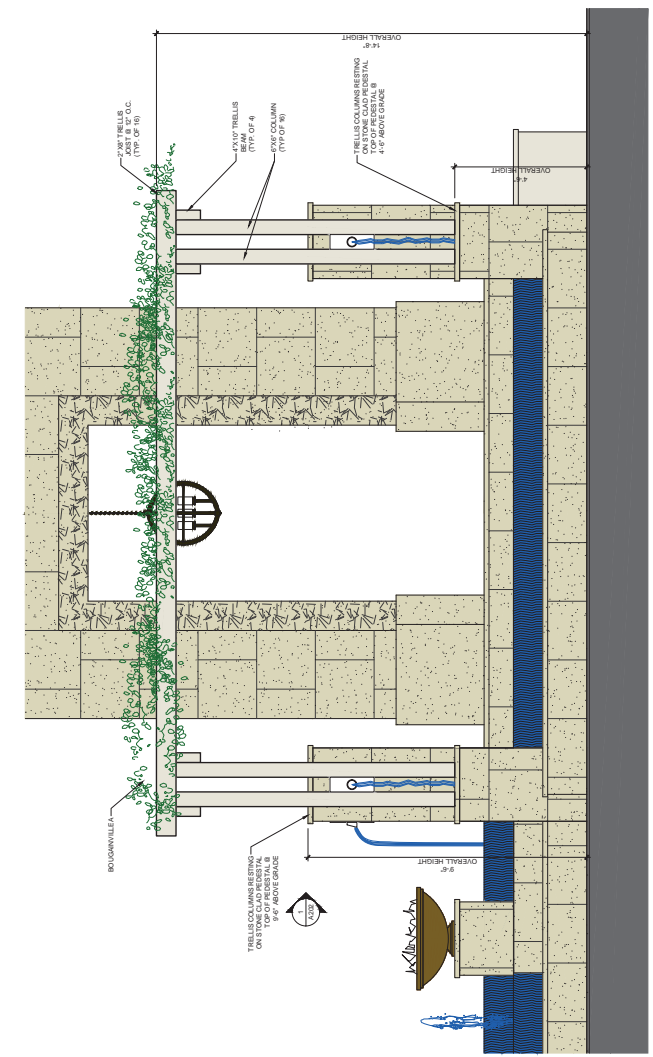
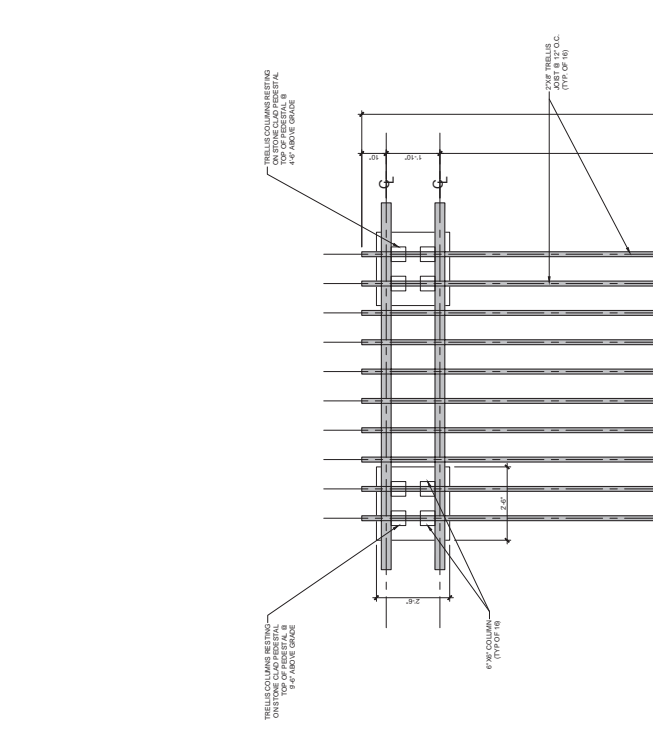
A103



PERMIT SET 08.23.22

1 ENLARGED SITE PLAN - WEST SIDE

PERMIT SET 08.23.22



NO.	DATE	BY	CHKD	REVISIONS
1	08.23.22			ISSUED FOR PERMIT

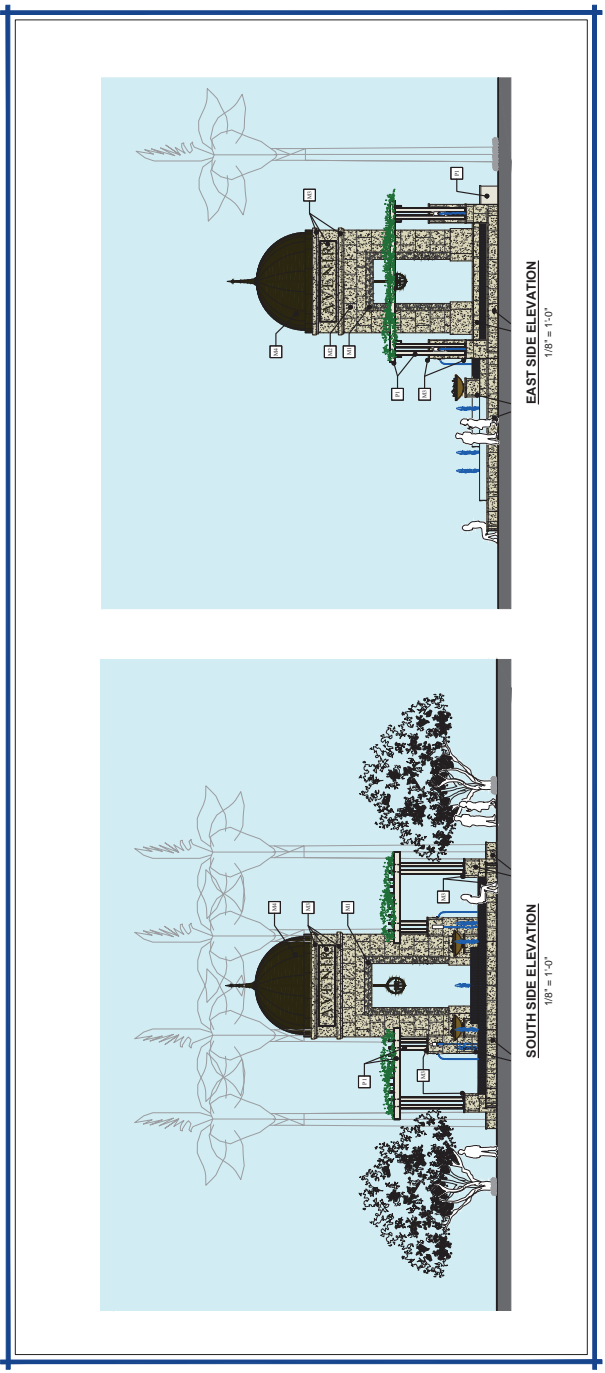
AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive, inspirational, architecture.

JOB NO. 2020076
FL-00000000 PERMIT-A0000000

A300

PERMIT SET 08.23.22



PAINTED STUCCO & PAINTED ALUMINUM
OC-141
CHINA WHITE
P1



PAINTED METAL ROOF & ENGRAVED TEXT
AGED BRONZE
M4



WALL BANDINGS PRE-CAST STONE
LIMESTONE FINISH
M3



WALL CLADDING TREADS & RISERS
FLORIDA OOLITE STONE
NATURAL COLOR, SAW CUT
M2



WALL CLADDING FLORIDA OOLITE STONE
NATURAL COLOR, HATCHET CUT
M1

REVISONS BY DATE

FARID ABUGATTAS, P.E.
STRUCTURAL ENGINEER
5888 NW 77TH TERRACE
PARKLAND, FL 33097
P.E. LICENSE # 72471, CA#29407
WWW.PROJECTCLASSIC.COM
HARDSCAPE@PROJECTCLASSIC.US
9889

PROJECT #
CLASSIC LLC.
Structural Engineering
08/19/2022

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive, inspirational architecture.
JOB NO. 2009076
© N SWINTON AVE., DELRAY BEACH, FL 33446-0939 • MAPLES, FL (329) 263-7871 • WWW.STOFFT.COM

PLACING FORMS
FORMS TO BE PLACED IN ACCORDANCE WITH THE FOLLOWING: ALL FORMS TO BE PLACED AND MAINTAINED TO PROVIDE THE CORRECT SHAPES AND DIMENSIONS OF THE CONCRETE. FORMS TO BE PLACED AND MAINTAINED TO PROVIDE THE CORRECT SHAPES AND DIMENSIONS OF THE CONCRETE. FORMS TO BE PLACED AND MAINTAINED TO PROVIDE THE CORRECT SHAPES AND DIMENSIONS OF THE CONCRETE.

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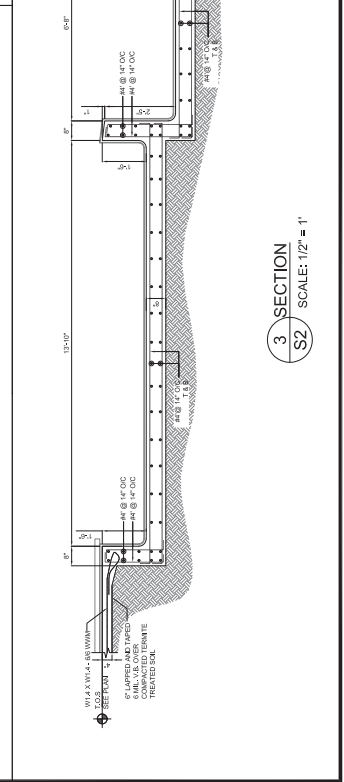
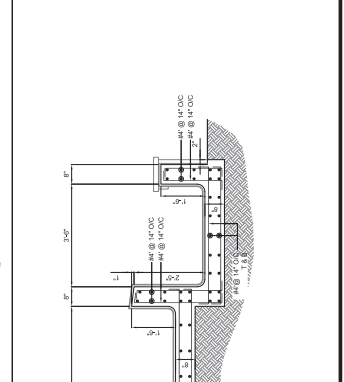
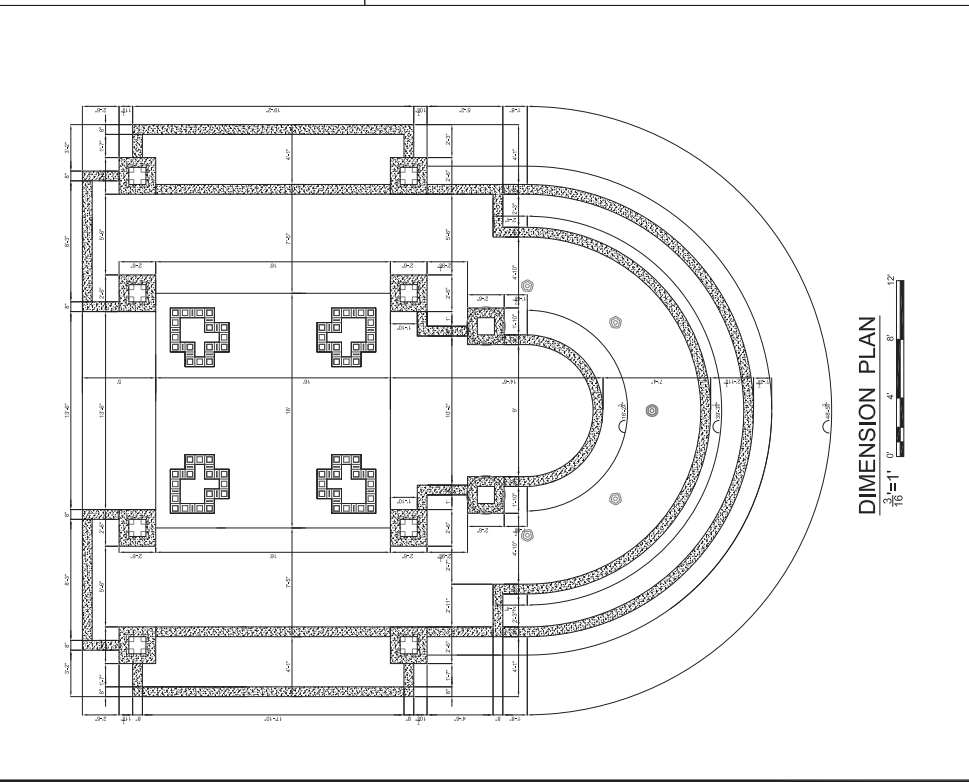
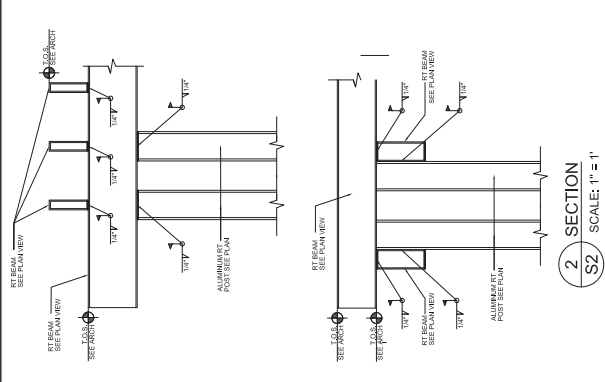
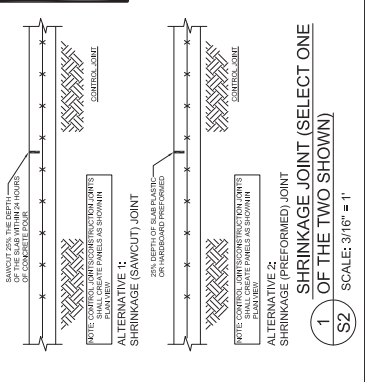


EXHIBIT B

PROPOSAL

Prepared For: Avenir Community Development District
 Reference: 17393
 Project: Avenir Coconut Blvd Entry Features
 Attn: Mr. Keith O'Brien

4/5/2023

Scope: Natural Florida Oolite

We appreciate the opportunity to present to you the following scope and pricing:

Pricing

Item #	Scope	Price
1	Furnish & Install Oolite	\$196,465.00
Total =		\$196,465.00

Scope & General Details For Installation

1	Based On Design Documents By Randall Stofft Permit Set Dated 08.23.22
2	Scope review to ensure work and areas is figured correctly will be required.
3	All materials as previously supplied.
4	The design requires tight tolerances by the structural sub contractors that proceed the stone and tile installation. We have assumed that the maximum deviation in the substrate will be 1/4" in 10'-0".
5	Efflorescence - no warranty or guarantee against it is provided. Titan uses all mitigation efforts on substrate materials and uses premium setting materials. Despite these efforts efflorescence may occur on exterior work due to atmospheric conditions, soluble salts in rain water and other factors beyond our control.
6	Installation setting material will be per means & methods established with GL
7	Natural stone will be sealed with Sealers Choice Gold.
8	Shop drawings for Titan manufacturing & Installation purposes only are included.
10	Mutual schedule to be developed.
11	Material lead time is approximately 12-16 weeks.
12	Installation Materials used shall be by Titans preferred manufacturer
13	Removal of other trades contaminants/bond breakers such as joint compound, paint, or stucco is excluded.
14	All equipment including scaffolding for Titan to perform our scope is included.
15	Inside of fountain wall is excluded and should be non-pervious tile by others.
16	Any other work in our trade that is not listed above is excluded.



TITAN STONE, LLC

2999 N Powerline Rd | Pompano Beach, FL 33069 | Tel: 954.316.0272

Prepared For: Avenir Community Development District
Reference: 17393
Project: Avenir Coconut Blvd Entry Features
Attn: Mr. Keith O'Brien

4/5/2023

Scope: Natural Florida Oolite

17	All exterior elements require on going maintained and Titan recommends cleaning all stone and tile 2 times per year and applying sealer 1 time per year.
18	All sales tax & delivery fees are included.
19	Terms 25% Deposit / 25% Start / 25% Half Way / 25% Upon Completion

James Blair

Approved Signature

Date

Printed Name



May 11, 2023

QUOTATION

TO: Avenir CDD
Attn: Keith O'Brian

We are pleased to offer you the following quote: Pod 5 Large Lake (4) Aerators with Lights

Description	Price

(4) 5HP 230V 1PH Sunburst Aerators by Otterbine Barebo w/ 450', 600', 950' and 1000' of underwater cable	\$82,780.05
(4) 4-light LED Light Sets by Otterbine Barebo w/ 450', 600', 950' and 1000' of underwater cable	\$22,455.54
Electrical installation	\$31,187.50
Directional bore	\$ 6,785.00
In-water installation	\$ 3,000.00
Subtotal	\$146,208.09
Tax	\$ 8,822.49
Shipping	<u>\$ 1,200.00</u>
TOTAL	\$156,230.58

FUTURE HORIZONS, INC.

Dave Blackburn /md
Dave Blackburn
President



May 11, 2023

QUOTATION

TO: Avenir CDD
Attn: Keith O'Brian

We are pleased to offer you the following quote: Pod 6 South (2) Aerators with Lights


Description	Price

(2) 5HP 230V 3PH Sunburst Aerators by Otterbine Barebo w/ 650' and 1550' of underwater cable	\$48,121.02
(2) 4-light LED Light Sets by Otterbine Barebo w/ 650' and 1500' of underwater cable	\$16,962.02
Electrical installation	\$17,340.00
In-water installation	\$ 1,500.00
Subtotal	\$83,923.02
Tax	\$ 5,085.38
Shipping	<u>\$ 600.00</u>
TOTAL	\$89,608.40

FUTURE HORIZONS, INC.

Dave Blackburn /md
Dave Blackburn
President

TEMPORARY FENCING PROPOSAL/CONTRACT

Licensed • Bonded • Insured www.danielsfence.com		2885 SE Jefferson St Stuart, FL 34997 Phone: (772) 283-2383 (561) 747-3771 Fax: (772) 283-2565
To: Avenir Community Development District		JOB: Avenir Town Center – Coconut & Town Center Property Line Date: 5/17/2023

Daniels Fence Corp. (Lessor) hereby agrees to deliver and install the rental fencing as set forth below. All materials related to the temporary fence shall be delivered and installed in good condition and positioned according to the direction and approval of the contractor, contractor's representative, or the property owner Lessee). While Daniels Fence Corp is responsible to have locates performed for primary underground utilities, we are not responsible for performing secondary underground locates, ie, (Secondary Lines that are not the property of a utilities company) electric, plumbing, phone or any other secondary underground lines which may or may not lie on the property and it is the sole responsibility of the contractor and/or property owner to locate such lines and mark their locations appropriately prior to the temporary fence installation, as fence posts are typically driven into the ground. Any materials that are lost, damaged or need replacement will be billed to the lessee, including but not limited to a minimum trip charge of \$350.00 plus material and any and all labor required for the replacement or repair. Daniels Fence Corp shall not be responsible for any delays as a result of an act of God, government authority or the like. Lessee is responsible for all maintenance of said fencing including but not limited to the removal of all weeds, shrubs, debris, and removal of any mounds of dirt, rock and the like of any kind which would hinder the removal of said fence. Lessee shall be responsible for the installation of any and all silt fencing if needed, as well as the removal of any silt fencing prior to the temporary fencing, complete with all components, being removed by Lessor. Further, Lessee shall be responsible for the removal of any and all windscreen prior to a hurricane. Lessor will reinstall windscreen if needed after a storm has passed at a rate of \$2.00 per linear foot plus the mobilization fee. Lessee shall not alter, relocate or remove fencing, which is the property of Lessor.

Additionally, this proposal/contract is Initially set forth to include two trips to the proposed location, one for the installation and one for the removal. Additional trips will be billed a trip charge plus labor and material, if required. Linear footage on this proposal/contract is an estimate and any additional footage and/or changes required on the actual job site will increase the cost accordingly. The rental period is for twelve months (minimum) initially, and thereafter the lessee will be billed on a monthly basis. This proposal/contract does not include permit costs, which shall be billed at the cost of the permit plus \$150 courier fee, unless such is supplied by the contractor/owner.

Core Drilling and or Jack Hammer \$1.00 per linear foot • Hand Carry Fencing due to inaccessible vehicle access \$1.00 per linear foot • Hand Drive posts due to inaccessible vehicle access \$1.00 per linear foot • Panels with windscreen require driven posts (\$15.00 each post), to prevent panel from falling over • Minimum 72 hours required in order to take down or otherwise remove fencing

Description	Notes
To furnish and install 3,820' of 6' high temporary fence (post-driven) and five (5) 24' x 6' high double-swing gate. All fence & gate to have green construction windscreen.	12 month rental period

By initialing below I hereby certify that the foregoing temporary fence has been installed per my instructions and that all materials thereof, including but not limited to all rollers (if used) and accessories, are in good working order, and all fence components are undamaged and in good condition.

Intl. Lessee *RC* Date: 6/21/2023
 Intl. Lessor _____ Date: _____

Sub Total \$ 41,500.00
Tax \$ 2,905.00
Total Price \$ 44,405.00

Customer Signature: *Virginia Cepuro* Date: 6/21/23
 Print Customer Name: Virginia Cepuro CHAIR Position: CHAIR
 Daniels Fence Signature: _____ Date: _____

Print Reps Name: Thomas Kahrhoff Position: Estimator/Project Manager



Tim Gibbs

OSP Engineering Design
120 N K Street
Lake Worth, FL 33460
M 561.706-6350/TG5166@att.com

Avenir Community Development District
2501 Burns Rd, Suite A

Palm Beach Gardens, FL 33410

(Series 2021 BONDS, Assessment Area Two Project)

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Florida all right, title and interest in and to the Conduit, as described in attached "Exhibit A".

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this 22 day of June, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

BY:

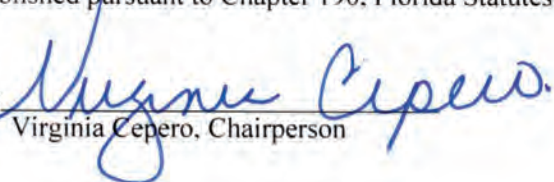
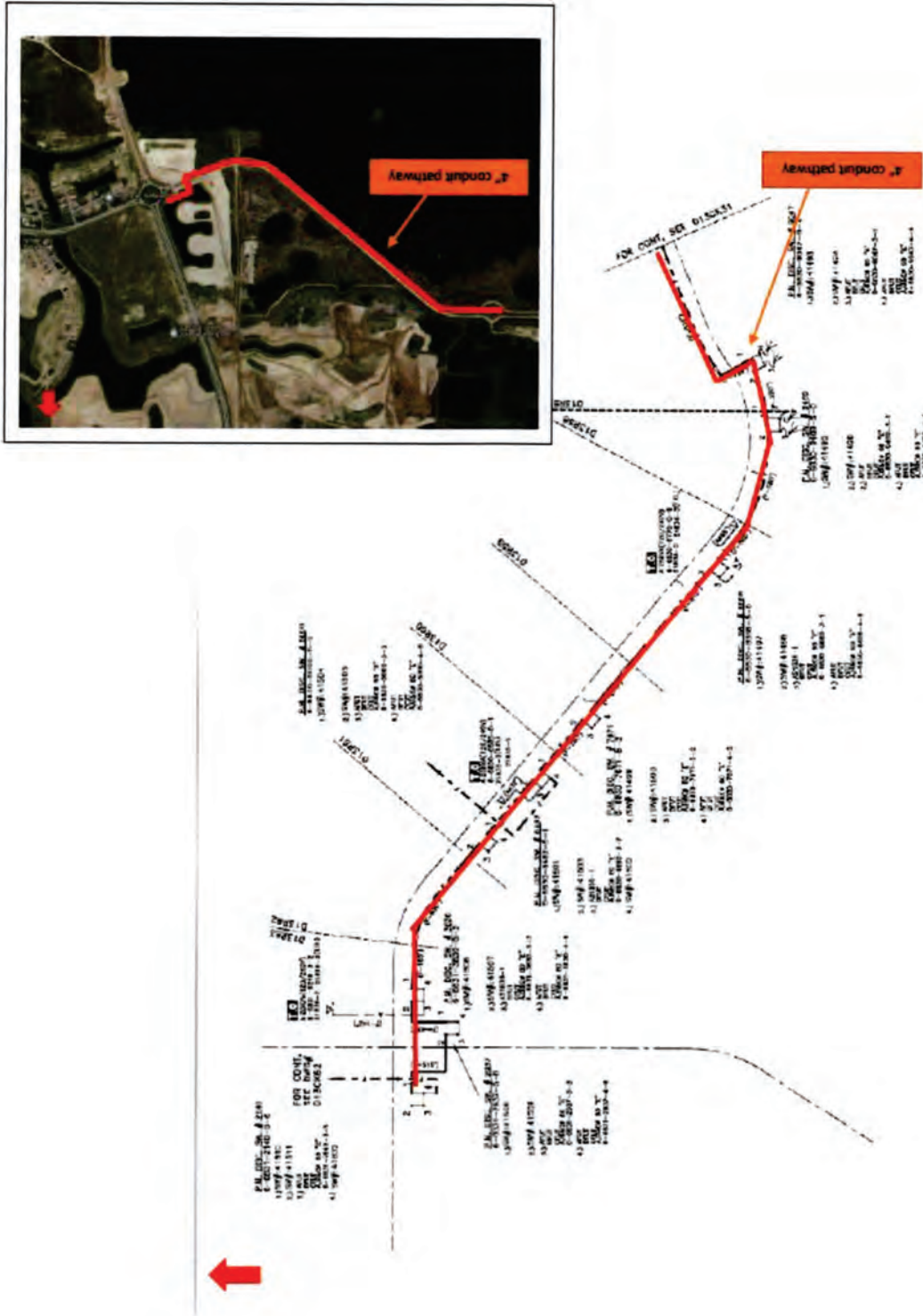

Virginia Cepero, Chairperson

Exhibit A



PERMIT NUMBER: _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement

1. DESCRIPTION OF PROPERTY (Legal description of the property & street address, if available) TAX FOLIO NO.: N/A

SUBDIVISION _____ BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A"

2. GENERAL DESCRIPTION OF IMPROVEMENT:
INFRASTRUCTURE CONSTRUCTION FOR AVENIR TOWN CENTER BYPASS ROADS

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:

a Name and address: Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410

b Interest in property: Owner and Permittee

c Name and address of fee simple titleholder (if different from Owner listed above): SAME AS OWNER

4. a CONTRACTOR'S NAME: H AND J CONTRACTING, INC.

Contractor's address: 3160 Fairlane Farms Road, Wellington Florida 33414 b Phone number: (561) 791-1953

5. SURETY (if applicable, a copy of the payment bond is attached):

a Name and address: N/A

b Phone number: _____ c. Amount of bond: \$ _____

6. a. LENDER'S NAME: N/A

Lender's address: _____ b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

a Name and address: Jason Pierman, Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410

b Phone numbers of designated persons: (561) 630-4922

8. a. In addition to himself or herself, Owner designates N/A of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b. Phone number of person or entity designated by Owner: N/A

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____, 20__

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Virginia Cepero
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

Virginia Cepero Chair.
(Print Name and Provide Signatory's Title/Office)

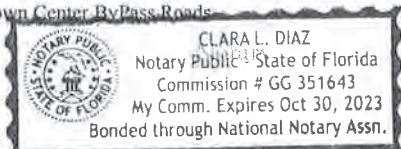
State of Florida
County of miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this 31 day of July, 2023

by Virginia Cepero, as Chairperson
(name of person) (type of authority, ... e.g. officer, trustee, attorney in fact)
for Avenir Community Dev. Dist.
(name of party on behalf of whom instrument was executed)

Personally Known or Produced Identification Type of Identification Produced _____

Avenir Town Center ByPass Roads


Clara L. Diaz
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

EXHIBIT "A"

LEGAL DESCRIPTION:

TRACT R1, TRACT R2 AND TRCT O-1 INCLUSIVE, "AVENIR TOWN CENTER" PLAT, AS RECORDED IN PLAT BOOK 135, PAGES 141 THROUGH 146 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PERMIT NUMBER: _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description of the property & street address, if available) TAX FOLIO NO.: N/A

SUBDIVISION _____ BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A"

2. GENERAL DESCRIPTION OF IMPROVEMENT:
INFRASTRUCTURE CONSTRUCTION FOR AVENIR SPINE ROAD PHASE 5

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:

a Name and address: Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410

b Interest in property: Owner and Permittee

c Name and address of fee simple titleholder (if different from Owner listed above): SAME AS OWNER

4. a. CONTRACTOR'S NAME: Centerline Utilities Inc.

Contractor's address: 2180 SW Poma Dr. Palm City, FL 34990 b Phone number: 561-689-3917

5. SURETY (if applicable, a copy of the payment bond is attached):

a Name and address: N/A

b Phone number: _____ c Amount of bond: \$ _____

6. a. LENDER'S NAME: N/A

Lender's address: _____ b Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

a Name and address: Jason Pierman, Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410

b Phone numbers of designated persons: (561) 630-4922

8. a. In addition to himself or herself, Owner designates N/A of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b Phone number of person or entity designated by Owner: N/A

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Virginia Cepero
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

Virginia Cepero Chair
(Print Name and Provide Signatory's Title/Office)

State of Florida
County of Miami-Dade

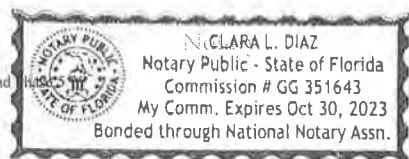
The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this 31 day of July, 2023

by Virginia Cepero as Chairperson
(name of person) (type of authority...e.g. officer, trustee, attorney in fact)

for Avenir Community Dev District
(name of party on behalf of whom instrument was executed)

Personally Known or Produced Identification Type of Identification Produced _____



Nicolara L. Diaz
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

EXHIBIT "A"

SPINE ROAD PHASE 5 DESCRIPTION:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 19' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 60° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A

CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.360 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

PERMIT NUMBER: _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement

1. DESCRIPTION OF PROPERTY (Legal description of the property & street address, if available) TAX FOLIO NO.: N/A

SUBDIVISION _____ BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A"

2. GENERAL DESCRIPTION OF IMPROVEMENT:
INFRASTRUCTURE CONSTRUCTION FOR AVENIR SPINE ROAD PHASE 6

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:
a Name and address: Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410
b Interest in property: Owner and Permittee
c Name and address of fee simple titleholder (if different from Owner listed above): SAME AS OWNER

4. a CONTRACTOR'S NAME: Centerline Utilities Inc.
Contractor's address: 2180 SW Poma Dr. Palm City, FL 34990 b Phone number: 561-689-3917

5. SURETY (if applicable, a copy of the payment bond is attached):
a Name and address: N/A
b Phone number: _____ c Amount of bond: \$ _____

6. a. LENDER'S NAME: N/A
Lender's address: _____ b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
a Name and address: Jason Pierman, Avenir Community Development District, 2501A Burns Road, Palm Beach Gardens, FL 33410
b Phone numbers of designated persons: (561) 630-4922

8. a. In addition to himself or herself, Owner designates N/A of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
b. Phone number of person or entity designated by Owner: N/A

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Virginia Cepero
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

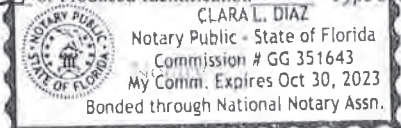
Virginia Cepero Chair.
(Print Name and Provide Signatory's Title/Office)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this 31 day of July, 2023
by Virginia Cepero as Chairperson
for Avenir Community Development Dist
(name of party on behalf of whom instrument was executed)

Personally Known Produced Identification Type of Identification Produced



Clara L. Diaz
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Avenir Spine Road Phase 6

EXHIBIT "A"

SPINE ROAD PHASE 6 DESCRIPTION:

A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 70° 42' 21" WEST FOR A DISTANCE OF 6298.93 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.128 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.



FPL

NOTIFICATION OF FPL FACILITIES

Customer/Agency Avenir Community Development District
 Developer/Contractor Name _____
 Location of Project Coconut Blvd & Bypass Rd
 FPL Representative Stacey Liebla
 Developer/Contractor Representative _____

Date of Meeting/Contact: 08/15/2023
 Project Number/Name: Avenir - Bypass Rd (Near Town Ctr)
 City: Palm Beach Gardens
 Phone: 561-906-2030
 FPL Work Request #/Work Order #: 12619682 & 12619708 (st II)

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 - Equipment) (1926.1411 - Cranes and Derricks)	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**
****For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

EMAIL

Method by which this notification was provided to customer and/or contractor

FPL Representative Signature

Customer/Developer/Contractor Representative Signature

Address

Date

Date

AVENIR TOWN CENTER BYPASS ROAD

Prepared By: Jennifer Millette
 Seacoast Utility Authority
 4200 Hood Road
 PBG, FL 33410

CFN 20230143927
OR BK 34272 PG 76
 RECORDED 5/1/2023 3:39 PM
 Palm Beach County, Florida
 Joseph Abruzzo, Clerk
 Pgs: 76 - 82; (7pgs)

MEMORANDUM OF DEVELOPER AGREEMENT

BY DEVELOPER AGREEMENT dated the 26th day of April, 2023, by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT.. hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and distribution facilities and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.
2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.

AVENIR TOWN CENTER BYPASS ROAD

IN WITNESS WHEREOF, this Memorandum of Developer Agreement was executed this 26 day of April, 2023.



SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410

By: [Signature]
Ron Ferris, Chair

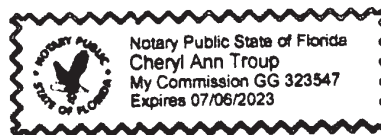
Attest: [Signature]
Jessica Moore, Authority Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of April, 2023, by Ron Ferris, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

[Signature]
Notary Signature

CHERYL ANN TROUP
Print Name
Notary Public - State of Florida
Commission No. 66323547
My Commission Expires: 07/06/2023



AVENIR TOWN CENTER BYPASS ROAD

WITNESSES:

DEVELOPER:

DISTRICT

AVENIR COMMUNITY DEVELOPMENT

[Handwritten signature]
 Rosa Esterin Sanchez

[Handwritten signature]
 Clara L. Diaz

By: *[Handwritten signature]*
 Roberto Horwitz, Vice Chairperson

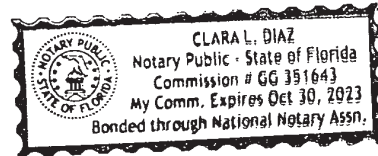
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence
 or online notarization, this 11th day of April, by on behalf of such
 corporation. The above-named individual is personally known to me or has produced
 _____ as identification.

Roberto Horwitz

[Handwritten signature]
 Notary Signature

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



AVENIR TOWN CENTER BYPASS ROAD

JOINDER AND CONSENT OF PROPERTY OWNER
(If other than Developer)

WITNESSES:

PROPERTY OWNER:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

Notary Signature

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

NOT A CERTIFIED COPY

AVENIR TOWN CENTER BYPASS ROAD

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

MORTGAGEE:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

Notary Signature

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

NOT A CERTIFIED COPY

AVENIR TOWN CENTER BYPASS ROAD

PROPERTY DESCRIPTION

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47°19'57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 52' 32", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 153.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 35' 00" WEST FOR A DISTANCE OF 153.75 FEET; THENCE NORTH 20°31'16" WEST, A DISTANCE OF 56.64 FEET; THENCE, SOUTH 49° 41' 04" EAST, A DISTANCE OF 103.97 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 114.42 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 192.34 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 90.51 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 14° 21' 04" EAST FOR A DISTANCE OF 129.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 34' 34", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 87.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 04' 19" EAST FOR A DISTANCE OF 87.62 FEET TO THE WEST LINE OF AVENIR SITE PLAN 1 - POD 1 PLAT, AS RECORDED IN PLAT BOOK 128, PAGE 35 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 129.01 FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 54.63 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 379.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 62° 25' 55", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 139.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 57" WEST FOR A DISTANCE OF 132.68 FEET; THENCE, SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 117.00 FEET, HAVING AN ARC DISTANCE OF 31.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 07° 41' 49" EAST FOR A DISTANCE OF 31.34 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 1164.68 FEET; THENCE SOUTH 86° 08' 53" WEST, A DISTANCE OF 54.12 FEET; THENCE, NORTH 00° 00' 00" EAST, A DISTANCE OF 1168.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 41' 49" WEST FOR A DISTANCE OF 16.88 FEET; THENCE NORTH 15°23'37" WEST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1151.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 59' 56" WEST FOR A DISTANCE OF 101.83 FEET; THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 59' 56" WEST FOR A DISTANCE OF 196.70 FEET; THENCE SOUTH 80°00'00" WEST, A DISTANCE OF 128.22 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE SOUTH 32°41'02" WEST, A DISTANCE OF 62.59 FEET TO THE POINT OF BEGINNING. A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

Page 6 of 7

AVENIR TOWN CENTER BYPASS ROAD

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47°19'57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47°19'57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET; THENCE NORTH 32°41'02" EAST, A DISTANCE OF 62.59 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 80°00'00" EAST, A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 196.70 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 101.83 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 530.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1066.62 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1.74 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 176.58 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 90.13 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 234.45 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 11.74 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1013.62 FEET TO THE POINT OF BEGINNING

ORIGINAL COPY

EXHIBIT "A"

Page 7 of 7

AVENIR SPINE ROAD PHASE 5

Prepared By: Jennifer Millette
Seacoast Utility Authority
4200 Hood Road
PBG, FL 33410

CFN 20230072118
OR BK 34156 PG 1632
REC ORDED 3/3/2023 3:13 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1632 - 1637; (6pgs)

MEMORANDUM OF DEVELOPER AGREEMENT

BY DEVELOPER AGREEMENT dated the 24th day of February, 2023, by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT, LLC.. hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and distribution facilities and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.
2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.

AVENIR SPINE ROAD PHASE 5

IN WITNESS WHEREOF, this Memorandum of Developer Agreement was executed this 24 day of February, 2023.



SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410

By: [Signature]
Ron Ferris, Chair

Attest: [Signature]
Jessica Moore, Authority Clerk

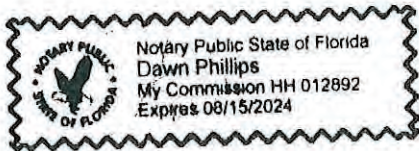
STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of February, 2023, by Ron Ferris, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

[Signature]
Notary Signature

Dawn Phillips
Print Name

Notary Public - State of Florida
Commission No.
My Commission Expires:



AVENIR SPINE ROAD PHASE 5

WITNESSES:

DEVELOPER:

[Signature]
Mosa Eckstein Schecht
[Signature]
Isabel Moreira

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Virginia Cepero, Chairperson

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

[Signature]

Notary Signature

Michele Ray

Print Name

Notary Public - State of Florida

Commission No.

My Commission Expires:



AVENIR SPINE ROAD PHASE 5

JOINDER AND CONSENT OF PROPERTY OWNER
(If other than Developer)

WITNESSES:

PROPERTY OWNER:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of NOV, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

Notary Signature

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

AVENIR SPINE ROAD PHASE 5

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

MORTGAGEE:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

MA

Notary Signature

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

AVENIR SPINE ROAD PHASE 5

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, SOUTH 20° 31' 16" EAST FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 69° 28' 44" WEST FOR A DISTANCE OF 349.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 51' 45", HAVING A RADIUS OF 1420.00 FEET, HAVING AN ARC DISTANCE OF 343.57 FEET, AND WHOSE LONG CHORD BEARS SOUTH 62° 32' 51" WEST FOR A DISTANCE OF 342.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 74° 03' 39", HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 1460.64 FEET, AND WHOSE LONG CHORD BEARS NORTH 87° 21' 12" WEST FOR A DISTANCE OF 1361.06 FEET; THENCE, N50° 18' 23" W FOR A DISTANCE OF 3327.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 39° 40' 37", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 637.09 FEET, AND WHOSE LONG CHORD BEARS NORTH 70° 09' 41" WEST FOR A DISTANCE OF 624.44 FEET; THENCE, NORTH 90° 00' 00" WEST FOR A DISTANCE OF 202.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 80° 28' 30" WEST FOR A DISTANCE OF 98.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 06' 02", HAVING A RADIUS OF 250.00 FEET, HAVING AN ARC DISTANCE OF 122.61 FEET, AND WHOSE LONG CHORD BEARS SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 121.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 58° 03' 01", HAVING A RADIUS OF 100.00 FEET, HAVING AN ARC DISTANCE OF 103.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 29° 31' 30" WEST FOR A DISTANCE OF 98.56 FEET; THENCE, S00°00'00"E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE, S00°00'00"E, A DISTANCE OF 1837.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 630.45 FEET, AND WHOSE LONG CHORD BEARS SOUTH 16° 43' 24" WEST FOR A DISTANCE OF 621.54 FEET; THENCE, S33°26'47"W, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 526.59 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 02' 56" WEST FOR A DISTANCE OF 519.43 FEET; THENCE, S00°39'05"W, A DISTANCE OF 427.54 FEET; THENCE, S07°52'46"E, A DISTANCE OF 202.24 FEET; THENCE, S00°39'05"W, A DISTANCE OF 335.17 FEET; THENCE, S44°20'55"E, A DISTANCE OF 141.42 FEET; THENCE, N89°20'56"W, A DISTANCE OF 213.46 FEET; THENCE, N88°54'50"W, A DISTANCE OF 207.30 FEET; THENCE, N45°52'07"E, A DISTANCE OF 141.96 FEET; THENCE, N00°39'05"E, A DISTANCE OF 333.61 FEET; THENCE, N09°10'55"E, A DISTANCE OF 202.24 FEET; THENCE, N00°39'05"E, A DISTANCE OF 427.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32° 47' 43", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 618.18 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 02' 56" EAST FOR A DISTANCE OF 609.77 FEET; THENCE, N33°26'47"E, A DISTANCE OF 950.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33° 26' 47", HAVING A RADIUS OF 920.00 FEET, HAVING AN ARC DISTANCE OF 537.05 FEET, AND WHOSE LONG CHORD BEARS NORTH 16° 43' 24" EAST FOR A DISTANCE OF 529.46 FEET; THENCE, N00°00'00"E, A DISTANCE OF 1837.71 FEET; THENCE, N90°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

AVENIR SPINE ROAD PHASE 6

Prepared By: Jennifer Millette
Seacoast Utility Authority
4200 Hood Road
PBG, FL 33410

CFN 20230072117
OR BK 34156 PG 1626
RECORDED 3/3/2023 3:13 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1626 - 1631; (6pgs)

MEMORANDUM OF DEVELOPER AGREEMENT

BY DEVELOPER AGREEMENT dated the 24th day of February, 2023, by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT.. hereinafter referred to as "Developer" and SEACOAST UTILITY AUTHORITY, hereinafter referred to as "Authority", the parties have entered into an agreement for the provision of water and/or sewer utility service(s) to the property(ies) owned and/or controlled by Developer in Palm Beach County, Florida and described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property".

In consideration of Authority executing the Developer Agreement, the terms and conditions of which are incorporated herein by reference as though fully set forth herein, Developer has agreed to certain matters, including but not limited to the following:

1. Developer has agreed to construct certain on-site and off-site water treatment and distribution facilities and sewage collection and disposal facilities and make payment of certain rates, fees and charges to the Authority in accordance with the Authority's Service Code as it may be amended from time to time.
2. Developer has granted Authority the exclusive right to provide water and sewer service to the Property and will grant to or procure for the Authority all necessary on-site and off-site easements, rights-of-way, rights of ingress and egress to any part of the property for the operation of the Authority's utility facilities. In the event Developer fails to deliver any easements required by Authority, upon the Authority's election, this Developer Agreement shall serve as the Authority's authorization to substitute the Developer Agreement as a recorded easement sufficient for the Authority's needs.

The Developer Agreement and this Memorandum of Developer Agreement are binding upon Developer and its respective assigns and successors by merger, consolidation, conveyance or otherwise which shall be subject to the terms and conditions of the Developer Agreement and this Memorandum of Developer Agreement, including but not limited to any allocation of hydraulic share and escalation of rates, fees and charges. In the event of a conflict between the terms of this Memorandum of Developer Agreement and the terms of the Developer Agreement, the terms of the Developer Agreement shall control. The rights and obligations of any assigns and successors of Developer can be determined by a review of the complete Developer Agreement and a copy of which can be obtained at the address of the Authority as listed below.

AVENIR SPINE ROAD PHASE 6

IN WITNESS WHEREOF, this Memorandum of Developer Agreement was executed this 24 day of February, 2023.



SEACOAST UTILITY AUTHORITY
4200 Hood Road
Palm Beach Gardens, Florida 33410

By: Ron Ferris
Ron Ferris, Chair

Attest: Jessica Moore
Jessica Moore, Authority Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of February, 2023, by Joseph Lo Bello, and Jessica Moore, Chair and Authority Clerk, respectively of Seacoast Utility Authority, who are both personally known to me.

Dawn Phillips
Notary Signature

Dawn Phillips
Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:



AVENIR SPINE ROAD PHASE 6

WITNESSES:

DEVELOPER:

[Signature]
Thosa Eckstein Sobczak
[Signature]
Isabel Moreira

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
Virginia Cepero, Chairperson

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

[Signature]

Notary Signature

Michele Ray

Print Name

Notary Public - State of Florida

Commission No.

My Commission Expires:



AVENIR SPINE ROAD PHASE 6

JOINDER AND CONSENT OF PROPERTY OWNER
(If other than Developer)

WITNESSES:

PROPERTY OWNER:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

Notary Signature

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

AVENIR SPINE ROAD PHASE 6

MORTGAGEE JOINDER AND CONSENT

WITNESSES:

MORTGAGEE:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, by on behalf of such corporation. The above-named individual is personally known to me or has produced _____ as identification.

M. J.

Notary Signature

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

AVENIR SPINE ROAD PHASE 6

PROPERTY DESCRIPTION

COMMENCING AT THE WESTERLY MOST SOUTHWEST CORNER OF TRACT R1, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ; THENCE, NORTH 70° 42' 21" WEST FOR A DISTANCE OF 6298.93 FEET TO THE POINT OF BEGINNING; THENCE, N90°00'00"W, A DISTANCE OF 3304.00 FEET; THENCE, N01°28'46"E, A DISTANCE OF 160.05 FEET; THENCE, N90°00'00"E, A DISTANCE OF 3299.87 FEET; THENCE, S00°00'00"E, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE

In consideration of the promises, consideration, covenants and conditions herein, on this 31 day of July, 2023, AVENIR COMMUNITY DEVELOPMENT DISTRICT ("AVENIR") and RANGER CONSTRUCTION INDUSTRIES, INC. ("RANGER"), agree as follows:

WHEREAS, AVENIR and RANGER entered into a Construction Contract for Roadway Improvements ("Contract") following advertisement and bidding for RANGER to furnish labor, materials, and supplies ("Work") for the Northlake Boulevard (Phase I) Project ("Project") on January 21, 2022;

WHEREAS, RANGER was awarded the contract following public advertisement and bidding;

WHEREAS, the Scope of Work as defined in the Contract was subsequently changed, and the cost of materials have significantly and materially changed;

WHEREAS, AVENIR intends to re-bid the Project in accordance with the change in the Scope of Work and material prices;

WHEREAS, the Parties wish to mutually terminate the Contract;

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

1. **Recitals**. The foregoing recitals are true and correct and incorporated as terms of this Agreement.

2. **Settlement Payment Terms**. The Parties agree that AVENIR shall pay RANGER as follows for work and materials furnished as well as for the termination of the Contract:

- 2.1. Payment to RANGER for payment requisition #4 dated June 27th, 2023 in the amount of \$26,386.25 within five business days from July 31, 2023;
- 2.2. Payment to RANGER for its final payment request in the amount of \$366,574.61 paid as follows:
 - 2.2.1. \$267,098.27 within five business days from July 31, 2023; and
 - 2.2.2. \$60,013.67 within 10 business days from execution of Settlement Agreement and Release.
 - 2.2.3. \$39,462.77 within 10 business days from receipt of the certified Application and Certification for Payment.
- 2.3. The foregoing payments are subject to RANGER providing AVENIR (i) a Contractor's Final Affidavit listing the final amount owed and all subcontractors and vendors that are owed any amounts in the form attached hereto as Exhibit "A", (ii) a Final Release in the form attached hereto as

Exhibit "B", which Final Release shall be held in trust by AVENIR until all payments set forth in Paragraphs 2.1 and 2.2 have been received by RANGER and (iii) final releases from all subcontractors and vendors. Furthermore, the foregoing payments shall only be paid after AVENIR confirms the existence, quality, quantity and location of all materials and equipment which AVENIR has ordered through RANGER and which AVENIR has or will be paying for with these payments. To the extent that there are any delays in receiving the release documents or the verification of any of the materials, payment dates shall be extended and payment shall be made 7 calendar days after the last of the foregoing requirements is fully and satisfied. No other payments are or will become due to RANGER.

3. **Settlement Payments.** The aforesaid payments shall be made by wire or checks payable to RANGER which shall be delivered to Jamie Timming, RANGER CONSTRUCTION INDUSTRIES, INC., 1645 North Congress Avenue, West Palm Beach, FL 33409. All payments shall be subject to clearing the recipient's account in the ordinary course. Any necessary W-9's and current certificates of insurance shall be forwarded to AVENIR as a condition precedent to payment.

6. **Contract.** The Parties agree that the Contract is hereby terminated. Neither party shall have any rights, duties, obligations, or benefits under the Contract as of the effective date of this Agreement. The Contract shall be null and void and have no legal effect following the execution of this Agreement. Any materials, supplies, or items thus far supplied by RANGER to AVENIR pursuant to the Contract shall be deemed the exclusive property of AVENIR for AVENIR's use and enjoyment. Any materials, supplies, or items purchased, created, manufactured or otherwise obtained or procured by AVENIR for use in the Project but not yet delivered to AVENIR shall be delivered by RANGER to AVENIR. Notwithstanding the foregoing, RANGER shall remain liable to AVENIR for any latent defects in any and all labor and materials furnished by RANGER prior to this Agreement.

7. **Mutual Release.** Except for the obligations of this Agreement, which are not hereby released and which shall survive the execution hereof, the Parties for themselves and for all of their respective heirs, successors and assigns hereby remise, release acquit, waive, satisfy and forever discharge one another and one another's respective officers, directors, shareholders, members, employees, agents, servants, representatives, attorneys and insurers, and the respective personal representatives, heirs, successors, and assigns of all of them (collectively, the "Released Parties"), of and from all, and all manner of action and actions, cause and causes of action, suit, debts, and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, liens, contracts, controversies, subrogation, agreements, promises, guarantees, warranties (whether express or implied, and whether based on statute, common law or otherwise), third-party claims, bad faith claims, variances, trespasses, damages, judgments, executions, attorney fees and costs, claims and demands whatsoever, which either has or may have or may have against any Released Parties, whether arising in tort, contract, by virtue or statute, or otherwise, and whether in law or in equity, arising out of or related in any way to the Contract, the Project, or the Work (with the exception of latent defects which RANGER shall remain liable for). Nothing herein shall waive or release any rights either party may have to any subsequent Contract should RANGER be awarded

the Project upon rebid by AVENIR.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Agreement. Any reliance on verbal or other representations which do not appear within this Agreement shall be deemed unjustifiable reliance. Each party hereto is represented by that party's own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of (or the opportunity to have the benefit of) such counsel's advice in reviewing, commenting upon, and modifying this Agreement. Therefore, this Agreement shall not be construed against any party hereto.

9. **Modification of Agreement.** This Agreement may not be amended or modified except by written instrument signed by all of the Parties hereto, and the Parties agree that this provision may not be waived except in writing.

10. **Attorneys' Fees.** The Parties agree that each of them will be responsible for paying their own attorneys' fees, costs, and expenses arising out of or connected the negotiations leading to this Agreement and the preparation and execution of this Agreement. Notwithstanding, in any litigation arising out of or relating to this Agreement, or to the interpretation or enforcement or defense hereof, the prevailing party shall be entitled to recover the prevailing party's reasonable attorneys' fees and costs from the non-prevailing party at the trial and at all appellate levels.

9. **Waiver.** The rights of the Parties under this Agreements are to be considered cumulative, and the failure on the part of any party to exercise or enforce properly or promptly any rights arising out of this Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required at a later time.

10. **Cooperation.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties.

11. **No Admission of Liability.** By this settlement, no party admits any liability, but rather the Parties have agreed to this settlement as a compromise of disputed matter in the interest of avoiding the costs and uncertainty of further dispute or litigation.

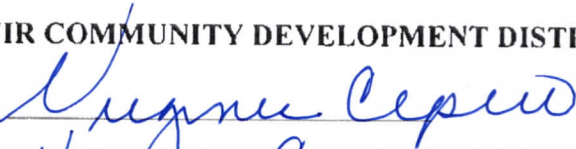
12. **Headings.** The headings used in the Agreement are for the convenience and reference only and in no way define, described, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

13. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflict of law. Venue shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first stated above.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Sign: 
Print: Virginia Ceped
Title: CHAIR.

RANGER CONSTRUCTION INDUSTRIES, INC.


Sign: 
Print: Jamie Timming
Title: Vice President

Exhibit "A"

Contractor's Final Payment Affidavit


State of Florida)
County of Palm Beach)

Before me, the undersigned authority, personally appeared Jamie Timming
(name), who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the Vice President (title), of Ranger Construction Industries, Inc. (company), which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Avenir Community Development District (owner name) having an address of 2501A Burns Road, Palm Beach Gardens, FL. 33410 (address), hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ 99,476.44.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:
NONE

Contractor: Ranger Construction Industries, Inc.
 Address: 1645 North Congress Avenue
 Address: West Palm Beach, FL. 33409
 Sign: [Signature]
 Print: Jamie Timming
 Title: Vice President

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of August, 2023, by Jamie Timming, who is personally known to me or who has produced a driver's license as identification and who did take an oath.

 Gregoria Estrella
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG957057
 Expires 2/10/2024

[Signature]
 Signature of Notary Public - State of Florida
 Print or Stamp Commissioned Name of Notary Public

Exhibit "B"

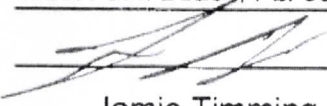
CONTRACTOR'S WAIVER AND RELEASE UPON FINAL PAYMENT

State of Florida)
County of Palm Beach)


Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT

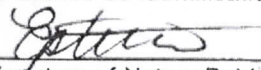
Project: Northlake Boulevard (Phase I) Project

The undersigned, in consideration of the payment of the sum of \$392,960.86 and other good and valuable consideration does hereby waive and release its lien and rights to claim a lien as well as any and all claims, change orders, works, materials, delays, fees, costs, losses, expenses, damages or sums for the labor, services, and materials furnished to and for improvements to the Project or Owner through and including the date of execution hereof as well as releases any and all claims against the Owner and its employees, agents and the Project. The undersigned warrants and represents that it has paid all bills and sums due to any and all suppliers, persons, employees, agents, and subcontractors working under or through the undersigned through and including the date of execution hereof. The undersigned further warrants that all work and materials supplied by, through or under it fully comply with the applicable rules, codes, plans, specifications, and contract documents.

RANGER CONSTRUCTION INDUSTRIES, INC
Address: 1645 North Congress Avenue
Address: West Palm Beach, FL. 33409
Sign: 
Print: Jamie Timming
Title: Vice President

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of AUGUST, 2023, by Jamie Timming, who is personally known to me or who has produced a driver's license as identification and who did take an oath.

 Gregoria Estrella
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG957057
Expires 2/10/2024


Signature of Notary Public - State of Florida
Print or Stamp Commissioned Name of Notary Public

CONSTRUCTION CONTRACT
(Roadway Improvements)

BY THIS AGREEMENT (herein called the “General Conditions” or “Agreement”) made this _____ day of _____, 2023 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called “CDD”) whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and H AND J CONTRACTING, INC., a Florida corporation (herein called “Contractor”) whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a “Party” and together “Parties”):

ARTICLE 1. GENERAL: Palm Beach County Board of County Commissioners (herein called “County”) owns the property known as **AVENIR TOWN CENTER BYPASS ROADS** as described in **Exhibit “A”**. CDD, under County Permit, and Contractor wish to establish a general agreement of terms and conditions under which Contractor’s work will be conducted.

(a) Contractor shall obtain and furnish all supervision, labor, tools, equipment, permits and licenses necessary to construct the improvements to the project (the “Project”) as shown on **Exhibit “B”** (herein called “Work”). Contractor shall perform the Work in accordance with this contract and the general and special conditions, specifications, schedules, drawings, County permits and other items forming a part of the Contract as shown in **Exhibit “C”** (herein collectively called the “Plans and Specifications”), all of which are made a part hereof by reference.

(b) The scope of work herein above described is intended solely as a general outline for convenience in specifying the scope of the Work and does not eliminate or limit any requirement in this Contract or any items required for completion of the Project intended by this Contract or any items required for completion of the Project intended by this Contract. The intent of the Plans and Specifications is to provide the CDD with a complete, fully operable and functional Project in full compliance with all applicable local, city, county, state and national codes and regulations and the highest standards and practices of the construction industry. All labor and equipment required to fully comply with the requirements and intent of the Plans and Specifications are included under the scope of this Contract. Any request for extras which appears to be based either on the lack of specific details in the plans or specific reference in the specifications, will not be approved as an extra if in the sole opinion of BALLBÉ & ASSOCIATES, INC. (herein collectively called the “Engineer”) (or if in the opinion of another qualified representative designated by CDD), the work in question is a required item under the Plans and Specifications (which opinion shall be conclusive and binding on Contractor).

(c) This is a fixed price contract whereby Contractor agrees to perform Work specified herein in accordance with Plans and Specifications for a maximum price of **FOUR MILLION THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS AND 00/CENTS (\$4,330,429.00)**, (herein called “Contract Price”) and in accordance with payment based on the schedule of values listed in **Exhibit “F”**. Contractor will commence Work after receiving written notice to proceed by CDD. Contract Price does not include the cost of the permits required to

CDD _____ Contractor _____

perform the Work. The cost of the surveying layout, record drawings and density testing required to certify the completion of the Work is included in the Contract Price.

ARTICLE 2. CONTRACTOR’S DUTIES: Contractor agrees to fully cooperate with CDD and Engineer to perform the Work in the most expeditious and economical manner consistent with the interest of the CDD. Contractor further agrees to (i) utilize the Contractor’s best skill, efforts and judgment in furthering the interest of CDD, and (ii) furnish at all times an adequate supply of labor and equipment in order to complete the Work within the time required by the Contract. Contractor agrees to furnish and pay for all labor, hoists, equipment, tools, machinery, transportation, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the Work in accordance with the Contract and Plans and Specifications, as the same may reasonably be amended, modified or interpreted from time to time by CDD and/or Engineer. Any and all costs and expenses incurred in completing the Work shall be paid by Contractor whether or not such items are actually incorporated or consumed in the construction of the Project and regardless of whether such items are temporary or permanent in nature.

ARTICLE 3. COMPLIANCE WITH LAWS, CODES AND RESTRICTIONS: Before commencing any Work, Contractor shall deliver a copy of its Contractor’s license and an appropriate occupational license to CDD (which licenses must be kept active and in good standing at all times). Contractor agrees that all Work shall comply with (i) all applicable homeowner’s or developer’s covenants and declarations, (ii) all development, building, zoning, fire and safety codes, and (iii) all other ordinances, statutes, rules, regulations, environmental recommendations and laws affecting the Project, as the same may reasonably be amended, interpreted or enforced from time to time, all with no additional compensation payable to Contractor and as if originally specified in the Contract. Contractor represents and warrants to CDD that Contractor and all of its subcontractors, sub-subcontractors, materialmen, suppliers, laborers and others performing all or a portion of the Work (each, a “Lienor”) are bound by the Plans and Specifications and other Contract documents as they relate to any portion of the Work performed by said Parties.

Any changes, additions or amendments to governing laws, ordinances, statutes, rules, regulations and covenants and declarations which become effective after the date this Contract is signed by the Contractor, which the Contractor could not reasonably foresee and which apply to the Work, and to the extent the Contractor incurs extra costs due to the changes, additions and amendments shall be grounds for the Contractor to receive additional compensation from the CDD.

ARTICLE 4. CONSTRUCTION MEANS AND TESTING: Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the inspection is by an authority other than CDD, Contractor will arrange for such inspections and promptly advise CDD of the date fixed for such inspection and any required certificates of inspection being secured. Any special or other (e.g. threshold) inspector engaged for the Project pursuant to any law, code, ordinance, rule or regulation shall be deemed an agent or representative of the governmental agency to which the inspector renders reports or certifications.

ARTICLE 5. SCOPE OF WORK: It is the intent of CDD and Contractor that the Plans and Specifications provide for the construction of completed and tested work by the Contractor, including all devices, materials or other work not shown in the Plans and Specifications by which are

CDD _____ Contractor _____

reasonably inferable therefrom and any and all incidental accessories necessary to make the Work complete and operable in all respects (even if not specified in the description of the Work, but necessary for proper installation and operation of the Work under the Plans and Specifications).

The Scope of Work is more specifically identified within **Exhibit “D”** attached hereto. The Scope of Work may be amended, modified, and/or expanded from time to time to accommodate the CDD’s expansion into additional areas of construction within the overall development site. Such additions, deletions, and/or modifications shall be made only through written Change Order(s) approved by the CDD and Contractor.

ARTICLE 6. MEASUREMENTS AND LINES: Before commencement of the Work, Contractor shall verify the measurements indicated on the Plans and Specifications. Contractor shall be responsible for the accuracy and proper correlation of the Work with control lines, monuments and data as established by survey by the CDD. All work shall be erected square, plumb, level, true to line and grade in the exact plane and to the correct elevation, or sloped to drain, as outlined in the Plans and Specifications, so as to provide a completed and fully functional set of Work elements. The Work shall adequately mesh, interface and correctly and fully operate, function and supplement the work of the other contractors of CDD, if any, in order to provide a complete and fully operable Project, all at no extra cost to CDD. If at any time, including during the performance of the Work, the Contractor observes that the Plans and Specifications are deficient in any respect, Contractor shall promptly notify the CDD in writing, and any necessary changes shall be accomplished by an appropriate modification.

ARTICLE 7. TITLE TO MATERIALS: All work furnished, fabricated or delivered to the Project and all materials, fixtures or equipment installed in the Project shall be free and clear of any claims, liens or encumbrances. Immediately upon performance of any part of the Work by Contractor under the Contract, title to all such Work shall vest in the CDD, and Contractor warrants such title shall be free of any claims, liens or encumbrances, except to the extent that payment for such Work is due under the Contract.

ARTICLE 8. SEPARATE CONTRACTORS: Contractor shall afford CDD and its separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect with and coordinate Contractor’s Work with the work of the CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors (if any). Contractor shall fully cooperate with CDD’s separate contractors in order to avoid delays and disputes in construction of the Project. Contractor shall not damage or endanger any work of CDD’s separate contractors by cutting, patching or otherwise altering such construction without the prior written consent of CDD and the separate contractor. Contractor shall not unreasonably withhold from the CDD or a separate contractor the Contractor’s consent to cutting or otherwise altering the Contractor’s Work. Any costs arising due to defective or improperly timed work shall be borne by the responsible Contractor and not CDD.

ARTICLE 9. CONSTRUCTION LIENS: Contractor shall ensure that no construction liens, or other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any subcontractors, materialmen, laborers or other lienors (each, a “Lienor”) in connection with any Work, equipment or material for which CDD has made payment or for which payment is not yet due under the Contract. Contractor agrees to indemnify, defend and

CDD _____ Contractor _____

hold CDD and County harmless from and against all liens or other claims whatsoever filed by or against the CDD or the Project by any Lienor for work performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not due at the time the lien is filed. In the event a claim of lien is filed against CDD's or County's property, Contractor shall cause the same to be satisfied within five (5) days following the date of filing, or in the alternative, shall cause the claim of lien to be transferred to bond.

ARTICLE 10. COMMENCEMENT AND COMPLETION OF WORK:

Contractor agrees to commence the Work immediately upon notification by CDD of the desired commencement date. Contractor agrees to coordinate the progress of the Work in accordance with the schedule developed by CDD as shown in Exhibit "E". Contractor shall complete the Work within the time agreed in the CDD's schedule (or any amendment) and such completion date ("Completion Date") shall be specified by the CDD. At CDD's request, Contractor shall prepare a separate critical path matrix for the Work, establishing milestone dates for the completion of the Work in coordination with the schedule developed by the CDD. From and after the Commencement Date, Contractor shall diligently and continuously perform the Work. If CDD determines at any time that the Contractor is behind schedule in the progress of the Work, then, upon notice from the CDD, Contractor shall engage such additional workmen and work such weekend and overtime shifts as are necessary to bring the progress of the Contractor's Work into compliance with the schedule. All such costs and expenses for additional workmen and weekend and overtime shifts shall be at the expense of the Contractor.

ARTICLE 11. PROGRESS PAYMENT:

CDD agrees to pay Contractor for the performance of the work the Contract Price specified herein, subject to adjustments and offsets provided herein, in monthly payments ("Progress Payments") during the progress of the Work. Contractor may apply for Progress Payments by submitting an executed request for payment ("Payment Request") based upon the stage of the Work completed and installed through the date of the Payment Request. If any stage of the Work requires testing or special approvals, Contractor may only make application for payment after that portion of the Work has been tested and approved. Payment Requests shall show (i) the value of all labor and materials incorporated into the Work through the end of the preceding billing period (based on the approved schedule of values), (ii) the ten percent (10%) retainage to be withheld by CDD from that Progress Payment, (iii) the cumulative retainage withheld by CDD through the date of the preceding billing period, (iv) all prior Progress Payments made, and (v) the net amounts for each item of the Work requested by the Contractor for that Payment Request. Contractor may only request payment for installed and fully completed work and not partially completed Work or portions thereof shall be payable even if such Work is expected to be completed prior to the time payment for that application is due. Payment Requests shall not include the cost of stored materials or materials delivered to the site which have not yet been installed, unless preapproved in writing by CDD and its insurance carrier. CDD is only responsible for installed materials; Contractor shall be solely liable for any loss or damage to stored materials or equipment (whether stored on-site or off-site), unless otherwise specifically agreed to by CDD in writing.

Payment Requests shall be delivered no later than the 25th day of each month in which Contractor requests a payment. Contractor shall not submit Payment Requests more frequently than once per month. CDD shall have a period of fifteen (15) days after receipt of a proper Payment Request in which to pay Contractor for any sums then due, provided that during this fifteen (15) day period CDD

CDD _____ Contractor _____

and Engineer have approved the request. CDD may retain ten percent (10%) of each Progress Payment. No Progress Payment (including the Final Payment) made under a Contract shall be construed as CDD's acceptance of defective or improper Work nor construed as a waiver of Contractor's obligation to perform the Work in compliance with the Contract. Contractor shall deliver the proof of insurance required pursuant to the Contract upon execution thereof.

ARTICLE 12. FINAL PAYMENT: Upon final completion of the Work and written acceptance of the Work by CDD and the Engineer, permitting agencies with jurisdiction on the Work, and the issuance of all necessary governmental approvals, licenses, operating permits or other applicable approvals for the Work, Contractor shall be entitled to apply for the final payment ("Final Payment") of all remaining sums due to Contractor under Contract, including any retainage not previously disbursed. As a further condition precedent to receiving the Final Payment, Contractor shall (i) furnish to CDD a final contractor's affidavit verifying that the Work has been completed in accordance with the Contract and that all Lienors performing any portion of the Work have been paid in full, accompanied by a final lien waiver and releases of lien duly executed by Contractor and each Lienor performing any portion of the Work or having filed a Notice to CDD, all in a form prescribed by CDD, and containing such terms and provisions as CDD deems necessary or desirable in its sole discretion to ensure lien-free completion of the Work, (ii) deliver to CDD all warranties required by the Contract or the Plans and Specifications, and (iii) provide CDD, at Contractor's expense, with accurate and complete "as-built" drawings, soil testing results, and other information which CDD deems necessary or desirable to document completion of the Work (including any and all changes made in the field). Contractor's acceptance of the Final Payment shall constitute a waiver by Contractor of all claims against CDD which are unsettled at the time of the making of the Final Payment. CDD shall have thirty (30) days to make the Final Payment after all conditions precedent to Final Payment are fulfilled. Contractor waives all rights to require early disbursement of retainage under the Florida Construction Prompt Payment Law. Payments due and unpaid to Contractor shall bear interest until paid at the "Prime Rate" published from time to time in the Wall Street Journal.

ARTICLE 13. CDD'S RIGHT TO WITHHOLD PAYMENTS: Progress Payments may be withheld on account of (i) defective work not remedied, (ii) liens filed or threatened against the Project with respect to the Work, (iii) failure of the Contractor to make payments properly to any Lienors, (iv) failure of the Contractor to properly submit complete, detailed and verified Payment Requests on such form and content as CDD may reasonably require, (v) failure to submit all required lien waivers and releases, (vi) reasonable evidence that the Work or any portion thereof cannot be completed on or before the Completion Date, (vii) failure of Contractor to otherwise carry out the Work in accordance with the Contract or the schedule, or (viii) failure of Engineer to approve a request. If CDD withholds payment of any amounts because of a bonafide dispute with Contractor as to whether or not such payment is due or as to the amount thereof, Contractor shall remain obligated to diligently pursue and complete the Work regardless of any such dispute and Contractor shall not delay the Work by reason of the CDD's failure to make such payment.

ARTICLE 14. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of CDD or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes

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which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by CDD shall be credited to CDD for Work performed under the Contract.

ARTICLE 15. SHOP DRAWINGS OR OTHER SUBMITTALS: Contractor shall submit to CDD, upon request, complete shop drawings, catalog cuts, samples and/or other information as required by the Plans and Specifications. Contractor must obtain CDD’s written approval for any deviation of such shop drawings or samples from the requirements of the Contract and the Plans and Specifications. CDD’s review and approval of any and all shop drawings, catalog cuts, samples or other submittals shall be for the sole purpose of providing Contractor with information as to the CDD’s objectives and goals with respect to the Work and not for the purpose of determining the adequacy, accuracy or completeness of such items and shall in no way create any liability on the part of CDD for errors, inconsistencies or omissions in any approved items nor shall any such review or approval alter or diminish Contractor’s responsibilities. Contractor’s submission of any such items shall constitute Contractor’s representation that Contractor has determined and coordinated all dimensions, measurements and qualities with existing Work or data submitted by others and with the Plans and Specifications. Once submitted, all such items shall become the property of the CDD.

ARTICLE 16. CHANGES IN THE WORK: CDD may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a “Change Order”). All Change Orders must be in writing and signed by CDD in order to be binding on CDD. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by CDD shall be subject to all of the terms of the Contract. CDD shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by CDD and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. CDD may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Exhibit “F”) with no additional fees or costs.

ARTICLE 17. DELAYS: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by CDD, fire, adverse weather conditions which can not reasonably be anticipated (normal rain delays already being contemplated in determining the Completion Date), unavoidable casualty or similar causes beyond the Contractor’s control, then the Completion Date shall be extended by Change Orders for such reasonable time as the CDD may determine. Any claim by Contractor for an extension of the Completion Date shall be made in writing to the CDD not more than two (2) working days after the commencement of the delay, otherwise the claim for extension shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall identify with specificity the cause of the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work. Any claim for delay by the Contractor shall only serve to extend the Completion Date and shall not entitle the Contractor any

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increase in the Contract Price, except as specified in Article 10 above.

ARTICLE 18. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall, at Contractor's expense, defend, indemnify, save and hold harmless CDD, its respective members, partners, parents, affiliates, officers, directors, agents, and employees, CDD's successors or assigns, and any of their respective members, partners, parents, affiliates, officers, directors, agents, and employees as well as any other person or entity acting for or on behalf of any of them and any other person or entity that CDD is required to contractually indemnify or name as an additional insured, from and against all liability, damage, loss, claims, bodily injury, property damage, personal and advertising injury, and expenses, including but not limited to attorneys' fees, costs, court costs and disbursements, arising out of or alleged to arise out of the Work, including, without limitation, Contractor's work, work performed on Contractor's behalf, or the performance of such work by Contractor or on its behalf, and including, without limitation, any construction lien disputes related to the Work, any patent infringements, any injuries to persons or property (including death or illness) arising from or related to the Work (regardless of whether partially contributed to by CDD's and County's acts or negligence), any expenses or liability incurred under unemployment compensation or worker's compensation laws or social security laws in connection with employees of Contractor, or otherwise arising from or related to any Work or Contractor's obligations under this Agreement. Attorneys' fees, costs, court costs and disbursements shall be defined to include those fees, costs, court costs and disbursements incurred in defending the underlying claim and those fees, costs, court costs and disbursements incurred in connection with the enforcement of this Agreement.

In any claims against any person or entity indemnified under this Section by an employee of the Contractor or the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor's indemnity obligation pursuant to this Section shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party or person described in this Section.

Contractor's assumption of liability is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Agreement or otherwise.

Contractor acknowledges CDD's full compliance with Section 725.06, Florida Statutes under all Contract documents.

ARTICLE 19. **INSURANCE:**

Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

CDD _____ Contractor _____

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$5,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name CDD its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity CDD is required to indemnify or to name as an additional insured including any successors and assigns of CDD (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

Contractor shall also comply with the insurance requirements detailed in the County permit.

CDD _____ Contractor _____

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

6. All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.
7. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to CDD and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
8. Prior to commencing work, Contractor shall provide CDD with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the CDD. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of CDD's rights under this Agreement. Upon request, the Contractor shall furnish CDD with copies of all additional insured endorsements.
9. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by CDD. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
10. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
11. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, CDD shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the CDD, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or CDD shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

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12. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the CDD or any other person or entity CDD is required to name as an additional insured, the Contractor will, upon demand by the CDD, defend and indemnify the CDD and/or any other person or entity CDD is required to name as an additional insured at the Contractor's expense.

ARTICLE 20. WARRANTY OF WORK AND INDEMNITY: In consideration of the Contract Price the Contractor hereby provides a warranty for the Work for a period of one year after final acceptance by CDD, Engineer and County as follows: such warranty includes, without limitation, all statutory warranties which may run from CDD to the ultimate purchaser within the Project and additionally includes an implied warranty of merchantability and fitness for a particular purpose; Contractor warrants the Work will function for the purpose it was designed or intended; Contractor warrants that it will make repairs to the Work in a timely fashion and at its sole expense; Contractor warrants that all labor, material, equipment and supplies furnished and the Work completed pursuant to the Contract will be new, of the highest quality, free from faults and defects and in conformance with the Contract; Contractor warrants that the Work will be free from any contamination by hazardous waste or other hazardous or toxic materials of any kind, including, without limitation, asbestos, PCB's and other toxic or hazardous chemicals or materials; Contractor warrants that in case of emergencies, Contractor, within twenty-four (24) hours of notice (verbal or written), shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract; Contractor shall restore both surface and subsurface, both collateral and primary, conditions disturbed during warranty work to their prior state; Contractor agrees that if Contractor, upon five (5) days notice by CDD fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, CDD may, in its sole discretion, act to have such deficiencies corrected at Contractor's expense and such efforts by CDD shall not invalidate any conditions of the Contract or invalidate the on-going warranty obligations of Contractor; Contractor shall indemnify and hold harmless CDD from any claims, loss damage or expense due to defects in the Work; and, if Contractor can in a definite and ascertainable method demonstrate that a deficiency was caused by an adverse and abusive action of CDD, then Contractor shall still be obligated to correct the deficiency, but shall be entitled to fair compensation for its direct cost of repairs thus made; and Contractor's warranty obligations hereunder shall survive completion of the Work and any termination of the Contract and are incorporated into Contractor's final contractor's affidavit for the Work by reference herein.

ARTICLE 21. STANDARDS OF WORKMANSHIP: The Work shall meet the requirements of the Plans and Specifications and the standards generally accepted by the local construction industry.

ARTICLE 22. LABOR DISPUTES: In the event of any labor dispute, regardless of whether or not Contractor caused and/or is directly involved therewith, and regardless of the reason for the labor dispute, Contractor agrees to perform the Work as scheduled. Any such labor dispute shall not be deemed an excuse by Contractor for failure to perform. As used herein, labor dispute shall be deemed to include any strike or refusal to cross any picket line by any laborer or any other person regardless of the person, company or employee to whom such action is directed. Labor disputes shall also include any stoppage, abandonment, interference or any interruption of the Work by any person, labor organization, company or others.

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ARTICLE 23. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default (“Event of Default”) by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between CDD and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from CDD, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of CDD. At any time after the occurrence of an Event of Default, CDD shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor’s obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the CDD may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for CDD’s increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between CDD and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to CDD upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events CDD shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants CDD a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

ARTICLE 24. SUSPENSION OF THE WORK: The CDD may from time to time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CDD may determine. Except as provided below, such delays shall only serve to extend the Completion Date on a day-to-day basis and shall not entitle the Contractor to any increase in the Contract Price or reimbursement for any expenses, except as specified in Article 10 above. If such suspension, delay or interruption is for a period exceeding ninety (90) continuous days and, once the Work is resumed, Contractor uses its best and diligent efforts to bring the progress of the Work into compliance with the schedule but, nonetheless, completion of Contractor’s Work is delayed more than one hundred twenty (120) days beyond the Completion Date, then an adjustment shall be made in the Contract Price for actual increases in the hard costs of the work, if any, directly caused by the CDD’s suspension, delay or interruption; provided, however, that no adjustment shall be made to the extent that the Contractor’s performance of the Work is, was or would have been so suspended, delayed or interrupted by another cause for which the CDD is not responsible.

ARTICLE 25. CLEAN-UP AND PRESERVATION: Contractor agrees to remove from the Project, as often as directed by CDD, all rubbish, debris and surplus material which may accumulate from the prosecution of the Work. Contractor agrees to maintain the construction site in a clean, professional and orderly fashion. Contractor, at its expense, agrees to remain responsible for the preservation and protection of the Work during any work stoppages or delays and further agrees to protect the Work from deterioration and/or damage until such time as the Work is accepted in writing by CDD and the Final Payment is made. CDD’s acceptance of the Work shall not constitute a waiver

CDD _____ Contractor _____

of any claims for defective or non-complying Work.

ARTICLE 26. SAFETY AND USE OF SITE: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor, at Contractor’s expense, shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all employees performing the Work and other persons who may be affected thereby, (ii) all of the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, Occupational, Safety and Health Administration OSHA guidelines and orders of any public authority relating to the safety of persons and properties and their protection from damage, injury or loss. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The areas of the Project which may be used by Contractor are limited and shall be approved by CDD and any authority having jurisdiction over the site before Contractor commences the Work. CDD shall have the right to reasonably change the location of such areas from time to time upon notice to Contractor. Contractor shall use its best efforts to ensure at all times that any and all conservation areas or nature preserve areas located in or adjacent to the Project are not entered or disturbed, except when authorized by CDD in writing and that all vehicles (whether Contractor’s, or any others performing the Work) are to be parked, and all equipment and materials are kept, at all times, on site and that adequate security shall be provided for the job site to protect against trespassing, theft, vandalism, breakage and damage.

ARTICLE 27. CONDUCT OF WORKMEN: Contractor shall be responsible for the proper behavior and conduct of all persons performing the Work and shall be responsible for removing from the job site any workmen whose behavior is disruptive to the orderly progress of the Work. No alcoholic beverages of any kind are to be consumed on the job site and no habit forming or illegal drugs are to be brought on the job site or used by any workmen. No radios or drugs are to be brought on the job site or used by any workmen. No radios or other sound-producing devices shall be used in a manner which annoys or disturbs other performing work. Any workmen found to have violated said regulations shall be immediately replaced by Contractor. Any breach of this paragraph will be grounds for immediate termination of the Contractor. All workmen shall be dressed in proper attire.

ARTICLE 28. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To CDD: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Att: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, 6th Floor
Ft. Lauderdale FL 33301

CDD _____ Contractor _____

Att: Michael J. Pawelczyk, Esq., District Attorney

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is received; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

ARTICLE 29. ARBITRATION: All claims or disputes between CDD and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

ARTICLE 30. MISCELLANEOUS:

- (a) Time is of the essence for all Contractor's obligations under the Contract.
- (b) Contractor shall not pledge, transfer, encumber or assign its rights under the Contract or any part thereof or interest therein.
- (c) Only the CDD or its assignee and/or assignees, the Contractor and any indemnified Parties described in the Contract shall be entitled to the benefits of the Contract, and no other Party shall be deemed a third-party beneficiary under the Contract nor be entitled to enforce the terms of the Contract.
- (d) In the event any term or provision of the Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal

CDD _____ Contractor _____

meaning or be construed as deleted as such authority determines, and the remainder of the Contract shall be construed to be in full force and effect. The Contract shall be governed and construed in accordance with the laws of the State of Florida and the Contractor submits to the jurisdiction of the state and federal courts in and for the County in which the project is located and waives any claim that the same is an inconvenient forum.

(e) The Contract contains the entire agreement and understanding between CDD and Contractor and there are no representations, warranties or agreements other than those contained in the Contract. All negotiations and agreements, oral or written, relating to the Work prior to the date of the Contract are superseded and replaced by the terms of the Contract. Any additions, modifications or changes to the Contract must be in writing and signed by the Party against whom enforcement is sought.

(f) No provision of the Contract shall be deemed to have waived by CDD, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by CDD, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of CDD.

(g) The prevailing Party in any litigation arising under the Contract shall be entitled to reimbursement of all attorneys' fees and costs incurred at all trial and appellate levels, including any bankruptcy proceedings.

(h) The Contract may not be recorded in the Public Records and any such recording by Contractor shall be deemed a material default. In interpreting the Contract, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded. The Contract shall not be more strictly construed against either Party hereto.

(i) All indemnities, representations, warranties and waivers made by Contractor in favor of CDD, its agents, employees, successors or assigns, shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Contract.

(j) All of the exhibits attached to these General Conditions are incorporated in and made a part of the Contract.

(k) This Contract is freely assignable by CDD, in whole and in part.

ARTICLE 31. CONTRACTOR'S INVESTIGATIONS AND REPRESENTATIONS:

(a) Contractor represents that it is fully qualified and licensed to perform this Contract, and acknowledges that, prior to the execution of this Contract, it has (A) by its own independent investigation ascertained (i) the work required by this Contract, (ii) the conditions involved in performing the work, and (iii) the obligations of this Contract and the Contract Documents; (B) verified all information furnished by CDD & CDD's Engineer included by not limited to plans, specifications, soil test, environmental and archeological audits satisfying itself as to the correctness,

CDD _____ Contractor _____

implications and accuracy of that information. Any failure by Contractor to independently investigate and become fully informed will not relieve Contractor from its responsibilities hereunder.

(b) Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and furnishing of the Work;

(c) Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) Contractor has performed a detailed quantity estimate for the proposed Work, and used same as the basis for the price of this contract. Contractor understands that the quantities shown on Engineer's estimate will solely be used for the comparison and evaluation of all bids received.

(e) Site Requirements. Contractor shall furnish a detailed written statement specifying the particulars of Job Site if any is not in proper condition to receive the Work, prior to commencement

(f) Violations. Contractor shall notify CDD in writing of any conflicts or errors contained in the Plans and Specifications. Unless Contractor notifies CDD in writing of any such conflicts or errors before beginning the Work, Contractor may not be entitled to a price adjustment or extension.

(g) Information. Contractor shall deliver to CDD a detailed request for such additional information for the proper coordination, scheduling, and planning of Contractor's Work as Contractor may require. No extension of time will be allowed Contractor for lack of information unless such request has been made in writing to CDD and CDD has failed to furnish the information requested within a reasonable period of time.

(h) Contractor acknowledges that the Work required by this Contract must be coordinated by CDD with work and materials to be performed by other contractors and Contractor, prior to commencing the Work, will familiarize itself with the method of construction and work sequence that CDD intends to use.

(i) Contractor shall, at all times, furnish CDD with such information as CDD requires for the proper scheduling, coordination and performance of the Work and will follow CDD's instructions in planning Contractor's Work and coordinating it with that to be performed by other contractors.

(j) Contractor shall not delay or otherwise interfere with CDD or any other Contractors.

(k) Contractor will attend all regularly scheduled construction meetings as determined by CDD and/or Engineer.

CDD _____ Contractor _____

ARTICLE 32.

PROVISIONS APPLICABLE TO THE OWNER AS A PUBLIC ENTITY

§ 32.1 PAYMENT AND PERFORMANCE BOND:

Contractor acknowledges and agrees that the Owner is a local unit of special-purpose government organized under the provisions of Chapter 190, Florida Statutes. Accordingly, the Contractor shall secure a Section 255.05, Florida Statutes, Payment and Performance Bond (“Performance Bond”) in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming Owner as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes, which the parties agree Exhibit E satisfies. The Performance Bond must be callable by Owner. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Owner’s Engineer and all Notices to Owner, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Owner’s Engineer.

§ 32.2 SCRUTINIZED COMPANY CERTIFICATION:

Contractor hereby swears or affirms that as of the date below Contractor 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 Contractor further affirms that:

1. Contractor 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. Contractor 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. Contractor 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. Contractor is not engaged in business operations in Cuba or Syria.

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

CDD _____ Contractor _____

§ 32.3 PUBLIC RECORDS:

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 - 1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
 - 2. Upon the request of the Owner’s custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
 - 4. Upon completion of the Agreement, transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner’s custodian of public records, in a format that is compatible with the information technology systems of the Owner.

- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the Owner within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410**

CDD _____ Contractor _____

TELEPHONE: (305) 777-0761

EMAIL: jpierman@sdsinc.org

[THE BOLD LANGUAGE ABOVE MUST BE IN AT LEAST 14 POINT TYPE PER S. 119.0701, F.S.]

§ 32.4 E-VERIFY:

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

§ 32.5 SOVEREIGN IMMUNITY:

The Contractor acknowledges that Owner is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes. Contractor acknowledges that the Owner is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and is afforded the protections, immunities, and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any parts, or assignee thereof, to which sovereign immunity may be applicable.

§ 32.6 NO PREFERENCES:

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

§ 32.7 DAMAGES

Contractor acknowledges that if there is a delay in the completion of the Project, the CDD will suffer damages that would be difficult or impossible to calculate, but that may include lost rent, additional interest expense, breach of agreements with third parties, and damage to its reputation. Contractor shall be liable to CDD in the amount of \$1,000.00 for each calendar day Contractor fails to achieve Substantial Completion of each phase of the work defined above. In addition to the foregoing, Contractor shall be liable to CDD in the amount of \$1,000.00 for each calendar day Contractor fails to achieve Substantial Completion of the entire project by the Final Substantial Completion Date.

CDD _____ Contractor _____

ARTICLE 33. TERMINATION BY THE OWNER FOR CONVENIENCE

If the CDD terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the CDD shall pay the Contractor a termination fee as follows:

The amounts specified in Section 14.4.3 of AIA Document A201-2017 will be payable, but no additional termination fee will be due.

CDD_____ Contractor_____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

AVENIR COMMUNITY

DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

Print
Name: _____

By: _____

Name: Virginia Cepero
Title: Chair
Board of Supervisors

Print
Name: _____

Dated: _____

WITNESSES:

CONTRACTOR:

H AND J CONTRACTING, INC., a Florida corporation

Print
Name: _____

By: _____

Name: Jeremy Rury
Title: Vice President

Print
Name: _____

Dated: _____

EXHIBIT "A"

"PROJECT DESCRIPTION"

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47° 19' 57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47° 19' 57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 52' 32", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 153.82 FEET, AND WHOSE LONG CHORD BEARS NORTH 17° 35' 00" WEST FOR A DISTANCE OF 153.75 FEET; THENCE NORTH 20° 31' 16" WEST, A DISTANCE OF 56.64 FEET; THENCE, SOUTH 49° 41' 04" EAST, A DISTANCE OF 103.97 FEET; THENCE NORTH 80° 00' 00" EAST, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 89.00 FEET, HAVING AN ARC DISTANCE OF 124.27 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 114.42 FEET; THENCE NORTH 00° 00' 08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 192.34 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET, AND WHOSE LONG CHORD BEARS NORTH 45° 00' 00" EAST FOR A DISTANCE OF 90.51 FEET; THENCE, NORTH 00° 00' 00" WEST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 14° 21' 04" EAST FOR A DISTANCE OF 129.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 34' 34", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 87.80 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 04' 19" EAST FOR A DISTANCE OF 87.62 FEET TO THE WEST LINE OF AVENIR SITE PLAN 1 - POD 1 PLAT, AS RECORDED IN PLAT BOOK 128, PAGE 35 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 129.01

CDD _____ Contractor _____

FEET; THENCE, NORTH 90° 00' 00" WEST, A DISTANCE OF 54.63 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 379.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 62° 25' 55", HAVING A RADIUS OF 128.00 FEET, HAVING AN ARC DISTANCE OF 139.47 FEET, AND WHOSE LONG CHORD BEARS SOUTH 31° 12' 57" WEST FOR A DISTANCE OF 132.68 FEET; THENCE, SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 117.00 FEET, HAVING AN ARC DISTANCE OF 31.43 FEET, AND WHOSE LONG CHORD BEARS SOUTH 07° 41' 49" EAST FOR A DISTANCE OF 31.34 FEET; THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 1164.68 FEET; THENCE SOUTH 86° 08' 53" WEST, A DISTANCE OF 54.12 FEET; THENCE, NORTH 00° 00' 00" EAST, A DISTANCE OF 1168.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET, AND WHOSE LONG CHORD BEARS NORTH 07° 41' 49" WEST FOR A DISTANCE OF 16.88 FEET; THENCE NORTH 15° 23' 37" WEST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1151.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS SOUTH 44° 59' 56" WEST FOR A DISTANCE OF 101.83 FEET; THENCE SOUTH 00° 00' 08" EAST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 59' 56" WEST FOR A DISTANCE OF 196.70 FEET; THENCE SOUTH 80° 00' 00" WEST, A DISTANCE OF 128.22 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 18.35 FEET; THENCE SOUTH 32° 41' 02" WEST, A DISTANCE OF 62.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.391 ACRES, MORE OR LESS.

AND,

A PORTION OF PARCEL "A-3", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL A-3, AVENIR, NORTH 86° 54' 02" EAST, A DISTANCE OF 52.25 FEET; THENCE ALONG SAID SOUTH LINE, NORTH 86° 53' 53" EAST, A DISTANCE OF 87.77 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 47° 19' 57" WEST, A DISTANCE OF 118.63 FEET; THENCE CONTINUE NORTH 47° 19' 57" WEST, A DISTANCE OF 20.88 FEET TO A LINE BEING 40.00' EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF COCONUT BOULEVARD (TRACT R2); THENCE ALONG SAID PARALLEL LINE, NORTH 01° 33' 47" WEST, A DISTANCE OF 466.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13° 04' 58", HAVING A RADIUS OF 1500.00 FEET, HAVING AN ARC DISTANCE OF 342.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 08° 06' 15" WEST FOR A DISTANCE OF 341.76 FEET; THENCE NORTH 32° 41' 02" EAST, A DISTANCE OF 62.59 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 18.35 FEET;

CDD _____ Contractor _____

THENCE NORTH 80°00'00" EAST, A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80° 00' 08", HAVING A RADIUS OF 153.00 FEET, HAVING AN ARC DISTANCE OF 213.63 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 59' 56" EAST FOR A DISTANCE OF 196.70 FEET; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 156.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 08", HAVING A RADIUS OF 72.00 FEET, HAVING AN ARC DISTANCE OF 113.10 FEET, AND WHOSE LONG CHORD BEARS NORTH 44° 59' 56" EAST FOR A DISTANCE OF 101.83 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 530.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1066.62 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1.74 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 176.58 FEET; THENCE SOUTH 86°53'53" WEST, A DISTANCE OF 90.13 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 234.45 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 11.74 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1013.62 FEET TO THE POINT OF BEGINNING

CONTAINING 2.343 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

EXHIBIT “B”

“WORK DESCRIPTION”

The Scope of Work for the Avenir Spine Road Phase Four infrastructure includes but it is not limited to the following items:

- Installation and implementation of a pollution prevention system to meet NPDES requirements.
- Installation of the paving and related work, pavement markings and signage, along with the decorative signs, benches and trash receptacles.
- Field surveying, construction layout and as-builts necessary to perform the scope of work listed above and in accordance with the Plans and Specifications described below as prepared by the Engineer or as may be modified at the direction of the Owner or applicable regulatory permitting agencies.
- Densities and testing required to certify the compaction of the Work (Contractor to coordinate with testing lab all the required inspections and testing as necessary to obtain final certification of the Work).
- Cleaning and testing of utilities as required by permitting agencies.
- Final inspections and certifications of the improvements as required by permitting agencies.

EXHIBIT “C”

“PLANS AND SPECIFICATIONS”

Following is the Index of Drawings and Specifications:

1. Avenir Town Center Bypass Road Paving and Drainage System, Project Number 202211, dated 4/28/2023 last revision 5/12/2023.
2. Avenir Town Center Bypass Road Water Distribution and Sewage Collection System, Project Number 202211, dated 4/28/2023 last revision 5/2/2023.
3. Avenir Town Center Bypass Road Pavement Markings and Signage, Project Number 202211, dated 2/10/2023 (Bid Set).
4. Avenir Town Center Bypass Road Storm Water Pollution Protection Plan, Project Number 202211, dated 2/10/2023 (Bid Set).

EXHIBIT "D"

"SCOPE OF WORK"

PAVING AND RELATED WORK, PAVEMENT MARKINGS AND SIGNAGE, SIDEWALKS, ASPHALT PATH

SCOPE

It is the intention of this section of the specifications to provide for the furnishing of all labor, equipment and materials and in performing all operations in connection with paving, base course, subgrade, shoulders and other related work, as shown on the Plans and in accordance with these specifications.

SPECIFICATIONS

The specifications shall be the current edition of the following:

- Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- City of Palm Beach Gardens Land Development Regulations and described in the City's Code of Ordinances.
- "Traffic Operations Standards," Florida Department of Transportation.
- "Manual of Uniform Traffic Control Devices" (MUTCD), United States Department of Transportation.

It is the Contractors responsibility to obtain a copy of those specifications.

FIELD SURVEYING

- A. Contractor will provide and pay for all field surveying services required for layout and as-builts of all subcontractor's work in its entirety.
- B. Contractor shall be responsible for all restaking.
- C. Contractor shall provide as-built for the paving and related work, as required by all governmental agencies and OWNER's Engineer in order to attain final certifications of this project by all permitting agencies.
- D. OWNER will provide on a one-time basis, permanent reference monuments for the subcontractor's use.
- E. Contractor shall locate and protect control points prior to starting the work and preserve all permanent referenced points during construction. Contractor shall:

CDD_____ Contractor_____

1. Make no changes or relocations without prior written notice to OWNER's Engineer.
2. Report to OWNER's Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
3. Require Contractor's surveyor to replace project control points which may be lost or destroyed. Establish replacements based on original survey control.

TESTING

- A. Contractor will employ and pay for the services of any certified independent testing laboratory ("Laboratory"). Contractor will schedule and coordinate all the required testing with a certified independent testing laboratory ("Laboratory") designated by OWNER.
- B. Testing laboratory inspection shall consist of all work that is required to be sampled and tested in accordance with all specifications and as required by OWNER's Engineer and Governmental Agencies to include but not be limited to the following:
 1. Topsoil removal: Adequacy of removal.
 2. Fill and Compaction Control as required by Engineer for miscellaneous purposes.
- C. Contractor shall cause the Laboratory to:
 1. Cooperate with OWNER's Engineer and OWNER and provide qualified personnel.
 2. Perform all specified inspections, sampling and testing of materials and methods of construction; comply with all specified standards and ascertain compliance of materials with requirements of Contract Documents.
 3. Promptly notify OWNER's Engineer and OWNER of observed irregularities or deficiencies of work.
 4. Promptly submit written report of each test and inspection; one copy each to OWNER's Engineer, OWNER, Contractor, and OWNER's copy to Record Documents File. Each report shall include:
 - a. Date issued.
 - b. Project title and number.
 - c. Testing laboratory name, address and telephone number.
 - d. Name and signature of laboratory technician.
 - e. Date and time of sampling or inspection.
 - f. Record of temperature and weather conditions.
 - g. Date of test.
 - h. Location of sample or test in the Project.
 - I. Type of inspection or test.
 - j. Results of test and compliance with Contract Documents.
 - k. Interpretation of test results, when requested by OWNER's Engineer.
 - l. Be certified to OWNER and OWNER's successors and assigns (including the Avenir Community Development District and any builder designated by

CDD_____ Contractor_____

OWNER).

5. Perform additional test as required by OWNER's Engineer or OWNER.

SPECIAL PROVISIONS

1. The contractor shall submit a list of all subcontractors, if any, who will be performing the work. The list shall designate the type of work they will be performing. Subsequent to the award of this contract, any changes in subcontractors will require the approval of the OWNER's Engineer and OWNER.
2. Prior to commencing construction, a pre-construction conference will be held with the OWNER, OWNER's Engineer, OWNER's Surveyor and the Contractor.
3. All testing shall be a part of this Contract. If the test results indicate noncompliance with the requirements of the plans and specifications, the Contractor shall pay for all re-testing of materials. The Contractor shall be responsible for adequate notification to applicable agencies.
4. The Contractor shall maintain reasonable drainage of critical areas continuously.
5. The Contractor shall perform his work expeditiously and in no way hamper the progress of others who may be working in the immediate area.
6. The Contractor has familiarized himself with the entire area and is fully aware as to the extent of work necessary to complete the Scope of Work under this Contract.
7. The Contractor shall supply all equipment, labor, material and full time supervision to complete this contract in the most efficient and expeditious manner. The full time foreman must be able to make decisions and carry out the request of the OWNER's superintendent.
8. The OWNER will furnish six (6) complete sets of plans and specifications without additional cost to the Contractor. If required, additional sets will be furnished for a fee of fifty dollars. (\$50.00).
9. The OWNER reserves the right to require the Contractor to remove from the site any personnel or equipment which the OWNER deems to be nonproductive and to refuse to pay for any personnel or equipment not removed.
10. Contractor shall provide all labor and equipment necessary to remove all debris as a result of this Contract and shall dispose of this debris offsite.

EXHIBIT "E"

"CONSTRUCTION SCHEDULE"

Contractor agrees to perform the work and receive Substantial Completion by December 31, 2023.

EXHIBIT "F"

"SCHEDULE OF VALUES"

(See Attached)

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: 03/10/2023

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 District.

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 236 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. CC1506554 issued by STATE OF FLORIDA, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: H+S CONTRACTING, INC.
ADDRESS: 3160 FAIRLANE FARMS RD., WELLINGTON, FL 33414
BY:  HOWELL LONG
TITLE: CHIEF ESTIMATOR



SECTION 40-1
FORM OF PROPOSAL

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

ATTACHED HEREIN.



H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Jason Pierman
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Town Center Bypass Road	Bid Number:	030-23
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	03/10/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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General Conditions

100		Mobilization	1.00	LS	\$23,200.00	\$23,200.00
101		Construction Layout And As-Built Survey	1.00	LS	\$115,800.00	\$115,800.00
102		Geotechnical Testing	1.00	LS	\$45,000.00	\$45,000.00
103		Bond	1.00	LS	\$70,000.00	\$70,000.00

Total Price for above General Conditions Items: \$254,000.00

Erosion Control

110		Silt Fence	7,400.00	LF	\$1.50	\$11,100.00
111		Silt Fence Maintenance	6.00	MO	\$1,340.00	\$8,040.00
112		Aggregate Construction Entrance	2.00	EACH	\$4,800.00	\$9,600.00
113		Construction Entrance Maintenance	6.00	MO	\$2,490.00	\$14,940.00
114		Inlet Protection	62.00	EACH	\$205.00	\$12,710.00
115		Turbidity Barrier	100.00	LF	\$12.00	\$1,200.00

Total Price for above Erosion Control Items: \$57,590.00

Site Prep And Mass Grading

120		Site Cut To Fill	20,200.00	CY	\$3.90	\$78,780.00
130		Machine Grade Rough	48,000.00	SY	\$0.30	\$14,400.00
131		Machine Grade Fine	48,000.00	SY	\$0.75	\$36,000.00
140		Sod Dry Retention Area (Bahia)	8,600.00	SY	\$3.00	\$25,800.00

Total Price for above Site Prep And Mass Grading Items: \$154,980.00

Paving Roadways

200		12" Stabilized Subgrade, LBR40	17,400.00	SY	\$6.00	\$104,400.00
210		8" FDOT Rock Base, LBR100	14,700.00	SY	\$17.80	\$261,660.00
211		4" Rock Curb Pad	9,240.00	LF	\$5.00	\$46,200.00
220		3/4" Asphalt Bottom Lift, Type SP	8,200.00	SY	\$6.60	\$54,120.00
221		3/4" Asphalt Top Lift, Type SP	8,200.00	SY	\$7.10	\$58,220.00
230		Vehicular Brick Pavers (Standard Size/Color/Pattern)	55,600.00	SF	\$8.25	\$458,700.00
231		White Reflective Brick Pavers	2,100.00	SF	\$22.50	\$47,250.00
232		Clean/Seal Paver Bricks	55,600.00	SF	\$1.00	\$55,600.00
240		Type F Curb	4,560.00	LF	\$20.70	\$94,392.00
241		Type D Curb	4,380.00	LF	\$24.15	\$105,777.00
242		2' Valley Curb	3,780.00	LF	\$17.25	\$65,205.00
250		Striping And Signage (Standard Post/Signage)	1.00	LS	\$29,000.00	\$29,000.00

Total Price for above Paving Roadways Items: \$1,380,524.00

Sidewalks

300		12" Stabilized Subgrade	9,700.00	SY	\$4.50	\$43,650.00
310		4" FDOT Rock Base, LBR100	5,600.00	SY	\$13.50	\$75,600.00
320		1" Asphalt Pathway, Type SP	4,700.00	SY	\$12.75	\$59,925.00
330		Concrete Sidewalk 4"	28,800.00	SF	\$5.50	\$158,400.00
340		Pedestrian Paver Sidewalk (Mud Set Edge)	4,940.00	SF	\$12.60	\$62,244.00
341		Clean/Seal Paver Bricks	4,940.00	SF	\$1.00	\$4,940.00
350		ADA Ramps - Concrete	46.00	EACH	\$650.00	\$29,900.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	351	ADA Ramps - Pedestrian Paver	6.00	EACH	\$890.00	\$5,340.00
	352	ADA Tactile Surface - Truncated Dome Fiberglass Surface Mounted Or Concrete Embedded	980.00	SF	\$46.00	\$45,080.00
	353	ADA Tactile Surface - Truncated Dome Paver Bricks	340.00	SF	\$40.00	\$13,600.00
Total Price for above Sidewalks Items:						\$498,679.00

Sanitary Sewer

	400	Connect To Existing Manhole	1.00	EACH	\$8,300.00	\$8,300.00
	410	SDR26 Sanitary Sewer (8-10)	52.00	LF	\$56.00	\$2,912.00
	411	SDR26 Sanitary Sewer (10-12)	537.00	LF	\$60.00	\$32,220.00
	412	C-900 Sanitary Sewer (12-14)	457.00	LF	\$99.00	\$45,243.00
	413	C-900 Sanitary Sewer (14-16)	363.00	LF	\$110.00	\$39,930.00
	414	C-900 Sanitary Sewer (16-18)	96.00	LF	\$129.00	\$12,384.00
	420	Sanitary Manhole (8-10)	1.00	EACH	\$10,060.00	\$10,060.00
	421	Sanitary Manhole (10-12)	3.00	EACH	\$10,290.00	\$30,870.00
	422	Sanitary Manhole (12-14)	3.00	EACH	\$11,765.00	\$35,295.00
	423	Sanitary Manhole (14-16)	4.00	EACH	\$13,070.00	\$52,280.00
	430	Single Service Sewer	4.00	EACH	\$2,245.00	\$8,980.00
	440	Finalize Sewer System	1,505.00	LF	\$5.00	\$7,525.00
	450	Paint Manhole Benches	11.00	EACH	\$425.00	\$4,675.00
	460	Manhole Collars In Green Areas	3.00	EACH	\$885.00	\$2,655.00
Total Price for above Sanitary Sewer Items:						\$293,329.00

Storm Drainage

	500	18" RCP Storm Pipe	489.00	LF	\$69.00	\$33,741.00
	501	24" RCP Storm Pipe	700.00	LF	\$103.00	\$72,100.00
	502	36" RCP Storm Pipe	622.00	LF	\$204.00	\$126,888.00
	503	42" RCP Storm Pipe	512.00	LF	\$268.00	\$137,216.00
	504	48" RCP Storm Pipe	1,432.00	LF	\$319.00	\$456,808.00
	510	4' Dia CI Inlet	16.00	EACH	\$4,990.00	\$79,840.00
	511	4' Dia CB Inlet	2.00	EACH	\$4,605.00	\$9,210.00
	512	6' Dia CI Inlet	8.00	EACH	\$7,915.00	\$63,320.00
	513	5' Dia CI Inlet	1.00	EACH	\$6,135.00	\$6,135.00
	514	3.5' X 6' CB	8.00	EACH	\$7,345.00	\$58,760.00
	515	7' Dia CI Inlet	2.00	EACH	\$14,240.00	\$28,480.00
	520	4' Dia Manhole	1.00	EACH	\$5,110.00	\$5,110.00
	521	5' Dia Manhole	2.00	EACH	\$5,860.00	\$11,720.00
	522	6' Dia Manhole	2.00	EACH	\$7,650.00	\$15,300.00
	523	7' Dia Manhole	1.00	EACH	\$14,165.00	\$14,165.00
	524	3.5' X 6' Manhole	2.00	EACH	\$7,780.00	\$15,560.00
	530	24" Concrete Endwall	1.00	EACH	\$3,945.00	\$3,945.00
	531	48" Concrete Endwall	1.00	EACH	\$10,530.00	\$10,530.00
	540	18" Concrete Plug	1.00	EACH	\$190.00	\$190.00
	541	36" Concrete Plug	1.00	EACH	\$255.00	\$255.00
	542	48" Concrete Plug	6.00	EACH	\$380.00	\$2,280.00
	550	Finalize Drainage	3,755.00	LF	\$5.00	\$18,775.00
Total Price for above Storm Drainage Items:						\$1,170,328.00

Water Main

	600	8" DIP Water Main	3,702.00	LF	\$77.00	\$285,054.00
	610	8" MJDI Fittings 11.25 Deg.	2.00	EACH	\$740.00	\$1,480.00
	611	8" MJDI Fittings 22.5 Deg.	9.00	EACH	\$760.00	\$6,840.00
	612	8" MJDI Fittings 45 Deg.	19.00	EACH	\$765.00	\$14,535.00
	613	8" MJDI Fittings Tee	6.00	EACH	\$1,015.00	\$6,090.00
	614	8" MJDI Fittings Plug/Cap	7.00	EACH	\$565.00	\$3,955.00
	620	Fire Hydrant Assembly (Excludes Bollards)	11.00	EACH	\$7,570.00	\$83,270.00
	630	8" Gate Valve & Box	18.00	EACH	\$2,725.00	\$49,050.00
	640	1" Temporary Meter (Meter By Others)	1.00	EACH	\$2,270.00	\$2,270.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	650	Blow Off Assembly	8.00	EACH	\$2,065.00	\$16,520.00
	660	Connect To Existing Valve	2.00	EACH	\$4,305.00	\$8,610.00
	670	Testing	3,750.00	LF	\$6.00	\$22,500.00
	680	Fill And Flush/Jumper	2.00	EACH	\$3,420.00	\$6,840.00
	681	Sample Points	7.00	EACH	\$1,245.00	\$8,715.00
	682	Seacoast Cannon Flush Assembly	2.00	EACH	\$2,635.00	\$5,270.00
Total Price for above Water Main Items:						\$520,999.00

Total Bid Price: \$4,330,429.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR - TOWN CENTER BYPASS ROAD dated 02/10/2023.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Till RTill@hjcontracting.com</p>
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CHANGE ORDER NO. 1

Date of Issuance:	August 24, 2023	Effective Date:	August 24, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202211
Project:	AVENIR TOWN CENTER BYPASS ROADS	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Drainage System plan revisions as follows:
 - General Conditions additional cost = \$12,775.00
 - Drainage system additional cost = \$777,420.00
- Total Change Order request = \$790,195.00

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,330,429.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$4,330,429.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$790,195.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$5,120,624.00	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Development, LLC By: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President
Date: <u>8/24/2023</u>	Date: _____	Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Jason Pierman
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir Town Center Bypass Road-REV 2	Bid Number:	030-23
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	05/03/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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General Conditions

100		Mobilization	1.00	LS	\$23,200.00	\$23,200.00
101		Construction Layout And As-Built Survey	1.00	LS	\$115,800.00	\$115,800.00
102		Geotechnical Testing	1.00	LS	\$45,000.00	\$45,000.00
103		Bond	1.00	LS	\$82,775.00	\$82,775.00

Total Price for above General Conditions Items: \$266,775.00

**CONTRACT AMOUNT =
\$254,000.00**

Erosion Control

110		Silt Fence	7,400.00	LF	\$1.50	\$11,100.00
111		Silt Fence Maintenance	6.00	MO	\$1,340.00	\$8,040.00
112		Aggregate Construction Entrance	2.00	EACH	\$4,800.00	\$9,600.00
113		Construction Entrance Maintenance	6.00	MO	\$2,490.00	\$14,940.00
114		Inlet Protection	62.00	EACH	\$205.00	\$12,710.00
115		Turbidity Barrier	100.00	LF	\$12.00	\$1,200.00

Total Price for above Erosion Control Items: \$57,590.00

Site Prep And Mass Grading

120		Site Cut To Fill	20,200.00	CY	\$3.90	\$78,780.00
130		Machine Grade Rough	48,000.00	SY	\$0.30	\$14,400.00
131		Machine Grade Fine	48,000.00	SY	\$0.75	\$36,000.00
140		Sod Dry Retention Area (Bahia)	8,600.00	SY	\$3.00	\$25,800.00

Total Price for above Site Prep And Mass Grading Items: \$154,980.00

Paving Roadways

200		12" Stabilized Subgrade, LBR40	17,400.00	SY	\$6.00	\$104,400.00
210		8" FDOT Rock Base, LBR100	14,700.00	SY	\$17.80	\$261,660.00
211		4" Rock Curb Pad	9,240.00	LF	\$5.00	\$46,200.00
220		3/4" Asphalt Bottom Lift, Type SP	8,200.00	SY	\$6.60	\$54,120.00
221		3/4" Asphalt Top Lift, Type SP	8,200.00	SY	\$7.10	\$58,220.00
230		Vehicular Brick Pavers (Standard Size/Color/Pattern)	55,600.00	SF	\$8.25	\$458,700.00
231		White Reflective Brick Pavers	2,100.00	SF	\$22.50	\$47,250.00
232		Clean/Seal Paver Bricks	55,600.00	SF	\$1.00	\$55,600.00
240		Type F Curb	4,560.00	LF	\$20.70	\$94,392.00
241		Type D Curb	4,380.00	LF	\$24.15	\$105,777.00
242		2' Valley Curb	3,780.00	LF	\$17.25	\$65,205.00
250		Striping And Signage (Standard Post/Signage)	1.00	LS	\$29,000.00	\$29,000.00

Total Price for above Paving Roadways Items: \$1,380,524.00

Sidewalks

300		12" Stabilized Subgrade	9,700.00	SY	\$4.50	\$43,650.00
310		4" FDOT Rock Base, LBR100	5,600.00	SY	\$13.50	\$75,600.00
320		1" Asphalt Pathway, Type SP	4,700.00	SY	\$12.75	\$59,925.00
330		Concrete Sidewalk 4"	28,800.00	SF	\$5.50	\$158,400.00
340		Pedestrian Paver Sidewalk (Mud Set Edge)	4,940.00	SF	\$12.60	\$62,244.00
341		Clean/Seal Paver Bricks	4,940.00	SF	\$1.00	\$4,940.00
350		ADA Ramps - Concrete	46.00	EACH	\$650.00	\$29,900.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	351	ADA Ramps - Pedestrian Paver	6.00	EACH	\$890.00	\$5,340.00
	352	ADA Tactile Surface - Truncated Dome Fiberglass Surface Mounted Or Concrete Embedded	980.00	SF	\$46.00	\$45,080.00
	353	ADA Tactile Surface - Truncated Dome Paver Bricks	340.00	SF	\$40.00	\$13,600.00
Total Price for above Sidewalks Items:						\$498,679.00

Sanitary Sewer

	400	Connect To Existing Manhole	1.00	EACH	\$8,300.00	\$8,300.00
	410	SDR26 Sanitary Sewer (8-10)	52.00	LF	\$56.00	\$2,912.00
	411	SDR26 Sanitary Sewer (10-12)	537.00	LF	\$60.00	\$32,220.00
	412	C-900 Sanitary Sewer (12-14)	457.00	LF	\$99.00	\$45,243.00
	413	C-900 Sanitary Sewer (14-16)	363.00	LF	\$110.00	\$39,930.00
	414	C-900 Sanitary Sewer (16-18)	96.00	LF	\$129.00	\$12,384.00
	420	Sanitary Manhole (8-10)	1.00	EACH	\$10,060.00	\$10,060.00
	421	Sanitary Manhole (10-12)	3.00	EACH	\$10,290.00	\$30,870.00
	422	Sanitary Manhole (12-14)	3.00	EACH	\$11,765.00	\$35,295.00
	423	Sanitary Manhole (14-16)	4.00	EACH	\$13,070.00	\$52,280.00
	430	Single Service Sewer	4.00	EACH	\$2,245.00	\$8,980.00
	440	Finalize Sewer System	1,505.00	LF	\$5.00	\$7,525.00
	450	Paint Manhole Benches	11.00	EACH	\$425.00	\$4,675.00
	460	Manhole Collars In Green Areas	3.00	EACH	\$885.00	\$2,655.00
Total Price for above Sanitary Sewer Items:						\$293,329.00

Storm Drainage

	500	15" RCP Storm Pipe	284.00	LF	\$65.00	\$18,460.00
	500	18" RCP Storm Pipe	509.00	LF	\$69.00	\$35,121.00
	501	30" RCP Storm Pipe	58.00	LF	\$153.00	\$8,874.00
	502	36" RCP Storm Pipe	131.00	LF	\$204.00	\$26,724.00
	503	42" RCP Storm Pipe	184.00	LF	\$268.00	\$49,312.00
	504	48" RCP Storm Pipe	993.00	LF	\$319.00	\$316,767.00
	505	54" RCP Storm Pipe	760.00	LF	\$410.00	\$311,600.00
	506	60" RCP Storm Pipe	334.00	LF	\$535.00	\$178,690.00
	507	72" RCP Storm Pipe	708.00	LF	\$755.00	\$534,540.00
	510	4' Dia CI Inlet	18.00	EACH	\$4,990.00	\$89,820.00
	511	4' Dia CB Inlet	3.00	EACH	\$5,450.00	\$16,350.00
	512	6' Dia CI Inlet	3.00	EACH	\$7,950.00	\$23,850.00
	513	5' Dia CI Inlet	1.00	EACH	\$6,135.00	\$6,135.00
	514	3.5' X 6' CB	2.00	EACH	\$7,345.00	\$14,690.00
	515	7' Dia CI Inlet	5.00	EACH	\$14,240.00	\$71,200.00
	521	5' Dia Manhole	2.00	EACH	\$5,860.00	\$11,720.00
	522	6' Dia Manhole	3.00	EACH	\$7,760.00	\$23,280.00
	523	7' Dia Manhole	1.00	EACH	\$13,500.00	\$13,500.00
	524	3.5' X 6' Manhole	2.00	EACH	\$7,850.00	\$15,700.00
	525	3.5'x7' Type Inlet	4.00	EACH	\$9,775.00	\$39,100.00
	526	3.5'x8' Type Inlet	1.00	EACH	\$10,940.00	\$10,940.00
	527	8' Dia Manhole	2.00	EACH	\$21,000.00	\$42,000.00
	527	96" SQ. Drainage Manhole	1.00	EACH	\$23,200.00	\$23,200.00
	531	72" Concrete Endwall	1.00	EACH	\$43,300.00	\$43,300.00
	540	48" Concrete Plug	2.00	EACH	\$415.00	\$830.00
	541	54" Concrete Plug	1.00	EACH	\$485.00	\$485.00
	542	60" Concrete Plug	3.00	EACH	\$585.00	\$1,755.00
	550	Finalize Drainage	3,961.00	LF	\$5.00	\$19,805.00
Total Price for above Storm Drainage Items:						\$1,947,748.00

**CONTRACT AMOUNT =
\$1,170,328.00**

Water Main

	600	8" DIP Water Main	3,702.00	LF	\$77.00	\$285,054.00
	610	8" MJDI Fittings 11.25 Deg.	2.00	EACH	\$740.00	\$1,480.00
	611	8" MJDI Fittings 22.5 Deg.	9.00	EACH	\$760.00	\$6,840.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	612	8" MJDI Fittings 45 Deg.	19.00	EACH	\$765.00	\$14,535.00
	613	8" MJDI Fittings Tee	6.00	EACH	\$1,015.00	\$6,090.00
	614	8" MJDI Fittings Plug/Cap	7.00	EACH	\$565.00	\$3,955.00
	620	Fire Hydrant Assembly (Excludes Bollards)	11.00	EACH	\$7,570.00	\$83,270.00
	630	8" Gate Valve & Box	18.00	EACH	\$2,725.00	\$49,050.00
	640	1" Temporary Meter (Meter By Others)	1.00	EACH	\$2,270.00	\$2,270.00
	650	Blow Off Assembly	8.00	EACH	\$2,065.00	\$16,520.00
	660	Connect To Existing Valve	2.00	EACH	\$4,305.00	\$8,610.00
	670	Testing	3,750.00	LF	\$6.00	\$22,500.00
	680	Fill And Flush/Jumper	2.00	EACH	\$3,420.00	\$6,840.00
	681	Sample Points	7.00	EACH	\$1,245.00	\$8,715.00
	682	Seacoast Cannon Flush Assembly	2.00	EACH	\$2,635.00	\$5,270.00

Total Price for above Water Main Items: \$520,999.00

CONTRACT PRICE = \$4,330,429.00
PLAN REVISIONS NEW PRICE = \$5,120,624.00
CHANGE ORDER AMOUNT = \$790,195.00

Total Bid Price: \$5,120,624.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled AVENIR - TOWN CENTER BYPASS ROAD dated 02/10/2023.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- Prices quoted do not include excavation or disposal of hardpan, rock, muck or other undesirable materials or backfill replacement for same with suitable fill material. If required, said work may be performed on an equipment rental basis.
- Price does not include maintenance of traffic.
- Should customer require any additional work, not specifically covered by this proposal, such additional work shall be performed at the direction of customer's representation on an equipment rental, time and material basis, in accordance with H & J Contracting's published equipment rates.
- Not included in this proposal is any tree relocation, soil sterilant, tree trimming, landscaping, grassing or sodding, or tree protection.
- Any trees requested by Customer to remain after initial clearing operation will become the responsibility of Customer to protect, trim and relocate or remove (if required).
- Contractor not responsible for existing utilities not shown on plans.
- Price for water service is based on terminating at meter location and does not include furnishing or installing meter or meter box.
- Cleaning or repairing of existing drainage system to be tied into with new construction is not included.
- Protecting, supporting or relocating any utility poles is not included.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- Unless otherwise agreed, any additional expense, not covered by this quotation, which are incurred by H & J as a result of: utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors. will be borne by the customer.
- Where actual quantities decrease more than 15%, seller has the option to add the actual variance - percentage to increase, as a separate item or to increase the unit price by the actual variance.
- All price increases incurred by Contractor for fuel, materials and commodities of all types after the date of this contract agreement are to be paid to Contractor by Owner. Material quotes are not guaranteed. If Contractor incurs surcharges by vendors for materials delivered for the project, these additional costs shall be the responsibility of the Owner. Further, Contractor shall not be held responsible for schedule delays caused by material availability issues.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: H & J Contracting, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Franz Favre franz.favre@hjcontracting.com</p>
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AVENIR TOWN CENTER PHASE ONE

PROPOSAL #2 – CHANGE ORDER #1

**SCOPE OF SERVICES AND FEE PROPOSAL FOR
FINAL DESIGN AND PERMITTING PHASE**

Prepared for:



AVENIR

AVENIR DEVELOPMENT, LLC
550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

Prepared by:



BALLBÉ & ASSOCIATES, INC.
2737 Northeast 37th Place
Fort Lauderdale, FL 33306
(954) 491-7811

Project Number:
202109

June 6, 2023

ballbé & associates, inc.

**PROPOSAL #2 - CHANGE ORDER #1
TO PROPOSAL AND AGREEMENT BETWEEN CONSULTANT AND CLIENT**

Client:	Mrs. Virginia Cepero AVENIR COMMUNITY DEVELOPMENT DISTRICT 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Date:	June 27, 2023
Project Name:	AVENIR TOWN CENTER PHASE ONE FINAL DESIGN AND PERMITTING PHASE	Project No:	202109

Dear Virginia:

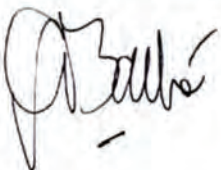

Please find attached for your review and approval this Change Order request provided by **BALLBÉ & ASSOCIATES, INC.** ("Consultant") to **AVENIR COMMUNITY DEVELOPMENT DISTRICT** ("Client") for the Additional Services to the *Proposal and Agreement Between Consultant and Client* for the above referenced project.

The Scope of Services and corresponding fee amount is defined in the attached Exhibit "A". This Agreement sets forth the understanding of the arrangement between Client and Consultant and will be made part of the original Agreement.

Acceptance and Authorization to Proceed:

This Agreement and the attached Exhibits are hereby acknowledged and accepted, and we hereby grant authority to proceed. The undersigned is authorized to execute this Agreement on behalf of Client.

(Signatures on the following page)

Consultant	BALLBÉ & ASSOCIATES, INC.	Client	AVENIR COMMUNITY DEVELOPMENT DISTRICT
Signed		Signed	
Name	Carlos J. Ballbe, P.E.	Name	CHAIR
Title	President	Title	Virginia Cepeda
Date	6/6/2023	Date	5/18/23

Attachments:

- Exhibit "A" Initial Scope of Services
- Exhibit "B" Schedule of Hourly Rates and Other Charges
- Exhibit "C" Standard Provisions

EXHIBIT "A"

Work product and services will be based on the final site infrastructure engineering plans approved by Palm Beach Gardens and the applicable permitting agencies.

BASIC SERVICES

The following is a further description of the basic professional engineering services and related work to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work and based on the fee schedule shown in Exhibit "B".

FINAL DESIGN AND PERMITTING PHASE	
A.	<p><u>WATER DISTRIBUTION SYSTEM</u> Town Center Bypass Road infrastructure project will provide the necessary water main stubs to service the subject site. Prepare construction drawings for the proposed on-site water distribution system.</p>
B.	<p><u>SEWAGE COLLECTION</u> Town Center Bypass Road infrastructure project will provide the necessary gravity sewer main stub to service the subject site. Prepare construction drawings for the on-site sewage collection system.</p>
C.	<p><u>DRAINAGE SYSTEM</u> Prepare a water management report and provide the necessary information to meet the SFWMD requirements for obtaining an Environmental Resources Permit modification for the following water management runoff requirements:</p> <ul style="list-style-type: none"> • Water quality pre-treatment • Water quantity attenuation and discharge <p>Prepare pipe sizing hydraulic analysis and prepare construction drawings for the proposed drainage system and required lake interconnects for the master drainage system. Plans will include the necessary drainage structure details, pipe sizes, elevations and specifications.</p> <p>Coordinate with environmental consultant the submittal of the required wetland mitigation information.</p>

**AVENIR TOWN CENTER PHASE ONE
FINAL DESIGN AND PERMITTING PHASE**



<u>D.</u>	<u>PAVING AND RELATED WORK</u> Prepare construction drawings for the on-site paving, grading system and related work.	
<u>E.</u>	<u>PAVEMENT MARKINGS AND SIGNAGE</u> Prepare construction drawings for the on-site pavement marking and signage.	
<u>F.</u>	<u>SUA DEVELOPER AGREEMENT FOR WATER AND SEWER</u> Prepare application and exhibits required to process a Developer Agreement with SUA. Attend meetings with SUA staff if required. Assist Client with the execution of the agreement.	
<u>G.</u>	<u>PERMITTING</u> Prepare plans, applications and exhibits and submit to the following permitting agencies for the purposes of obtaining the necessary approvals to construct the proposed infrastructure improvements: <ul style="list-style-type: none"> • Seacoast Utilities Authority • Palm Beach County Health Department • Palm Beach County ERM • City of Palm Beach Gardens • South Florida Water Management District 	
<u>H.</u>	<u>NPDES COMPLIANCE PHASE</u> Prepare a storm water pollution prevention plan and submit to the F.D.E.P. for the purposes of obtaining a Notice of Intent Permit only. Contractor/Client shall be responsible for the implementation and monitoring/reporting of the construction activities.	
	<u>SUB-TOTAL FINAL DESIGN AND PERMITTING PHASE =</u>	<u>\$180,000.00</u>

<u>TOTAL SCOPE OF SERVICES =</u>	<u>\$180,000.00</u>
---	----------------------------

Consultant <u>CJB</u>	Client
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CHANGE ORDER NO. 1 BETWEEN CLIENT AND CONSULTANT

<i>Client:</i>	Mrs. Virginia Cepero AVENIR COMMUNITY DEVELOPMENT DISTRICT 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	<i>Date:</i>	March 14, 2023
<i>Project Name:</i>	AVENIR STORMWATER PUMP STATION ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES	<i>Project No:</i>	201904 & 201905

Dear Stuart:

Please find attached for your review and approval this Change Order provided by BALLBÉ & ASSOCIATES, INC. ("Consultant") to AVENIR COMMUNITY DEVELOPMENT DISTRICT ("Client") for the Additional Services to the *Proposal and Agreement Between Client and Consultant for Professional Consultant Services* for the above referenced project.

The Scope of Services and corresponding fee amount is defined in the attached Exhibit "A". This Agreement sets forth the understanding of the arrangement between Client and Consultant and will be made part of the original Agreement.

Acceptance and Authorization to Proceed:

This Supplemental Agreement and the attached Exhibit are hereby acknowledged and accepted, and we hereby grant authority to proceed. The undersigned is the authorized to execute this Agreement on behalf of Client.


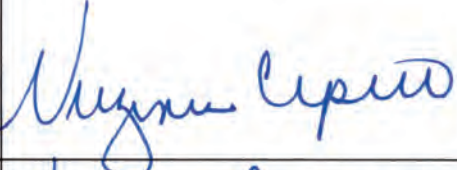
<i>Consultant</i>	BALLBÉ & ASSOCIATES, INC.	<i>Client</i>	AVENIR COMMUNITY DEVELOPMENT DISTRICT
<i>Signed</i>		<i>Signed</i>	
<i>Name</i>	Carlos J. Ballbe, P.E.	<i>Name</i>	Virginia Cepero
<i>Title</i>	President	<i>Title</i>	CHAIR
<i>Date</i>	May 15, 2022	<i>Date</i>	6/22/2023.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE PROPOSAL

BASIC SERVICES

The following is a further description of the basic professional engineering services and related work to be provided on a "Lump Sum" basis unless otherwise noted as "Hourly" which represents that payment for the services will be billed as the number of hours spent on the work and based on the fee schedule shown in Exhibit "B".

A.	ADDITIONAL ENGINEERING DURING CONSTRUCTION BY MOCK, ROOS & ASSOCIATES, INC.	
	<u>PLEASE SEE ATTACHED</u>	<u>\$50,000.00</u>
	<u>BALLBE & ASSOCIATES ADMINISTRATIVE FEE (5%)</u>	<u>\$2,500.00</u>

B.	BALLBE & ASSOCIATES, INC.	
	Additional construction administration services provided due to delays on completing the work.	<u>\$5,000.00</u>

	<u>TOTAL SCOPE OF SERVICES CHANGE ORDER NO. 1 =</u>	<u>\$57,500.00</u>
--	--	---------------------------



**Proposal to Provide Professional Engineering Services for
Avenir Stormwater Pump Station
Additional Engineering During Construction**

APR 22
C.O. #1

C0024.22 MR#

201811

A. Project Description:

Due to ongoing material and equipment delays (in excess of six months), the Contractor's construction contract was extended with final completion being in May 2023. Mock•Roos has continued to provide services throughout the extended period based on the originally approved budget. A budget extension is now necessary for Mock•Roos and its subconsultants to continue providing additional site observations, project coordination, processing pay applicational and performing project and permit closeout.

Mock•Roos will provide the additional services outlined below.

B. Scope of Services:

Mock•Roos will:

1. Attend construction meetings with the Construction Contractor, sub-contractors, sub-consultants, and Owner's representative during the additional construction period.
2. Review and respond to Construction Contractor's Requests for Information (RFIs)
3. Review Construction Contractor-submitted pay applications. Provide review and payment recommendations for the pay applications.
4. Review Construction Contractor's record (as-built) drawings and material testing submittals to check for general conformance with the Contract Documents and the design intent.
5. Provide a construction site representative to perform additional observations of the Construction Contractor's work and prepare field observation reports. Provide Engineer to review field observation reports and provide communication/coordination regarding findings noted in these reports.
6. Provide site visits by Project Engineer to review the construction progress.
7. Perform one substantial completion walk-through with the Construction Contractor, subconsultants, and the Owner. Prepare and distribute the EJDC "substantial completion statement(s)" and associated punch list(s).
8. Perform one final completion walk-through with the Construction Contractor, sub-consultants, and the Owner.
9. Provide services related to project construction and permit closeouts.
10. Continue providing the services of a structural subconsultant.

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, 561-683-3113, www.MockRoos.com

11. Continue providing the services of an electrical subconsultant.

C. Fee and Rates:

The total fee to provide the Scope of Services outlined above is estimated at \$50,000. Mock•Roos will complete the Scope of Services on an hourly basis. This increases the authorized amount from \$197,210 to \$247,210. ✓

D. Acceptance and Authorization to Proceed:

This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services upon Mock•Roos one executed copy of this proposal with an original signature below.

Ballbé & Associates, Inc.

Mock, Roos & Associates, Inc.

Signed: _____

Signed: _____

Name: Carlos J. Ballbe, P.E., LEED

Name: Garry Gruber, P.E.

Title: President

Title: Senior Vice President

Date: _____

Date: March 14, 2023

Please return one signed original of this proposal to Mock•Roos.

CHANGE ORDER NO. 11 THRU 14

Date of Issuance:	July 14, 2023	Effective Date:	July 14, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 S.W. Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	n/a
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract FPL Backbone System

The Contract is modified as follows upon execution of this Change Order:

Description:

- Install additional conduits and repairs, see attached descriptions.

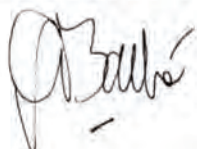
Attachments:

Exhibit "A" – Change Order by SPF UNDERGROUND UTILITIES, INC.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$275,000.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>10</u> : \$180,441.00	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None

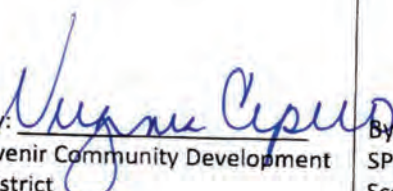



Contract Price prior to this Change Order: \$455,441.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$62,183.79	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$517,624.79	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District	By: _____ SPF Underground Utilities, Inc. Scott Fruggiero Vice President
Date: <u>7/14/2023</u>	Date: _____	Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Contract Price prior to this Change Order: \$455,441.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$62,183.79	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$517,624.79	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By:  Avenir Community Development District	By:  SPF Underground Utilities, Inc. Scott Fruggiero Vice President
Date: <u>7/14/2023</u>	Date: <u>7/31/23</u>	Date: <u>7/24/2023</u>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

Page 3

Owner _____

Contractor _____





SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
6/9/2023	# 11

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
#11	Avenir

Attn:	
-------	--

Description	Qty	Rate	Total
Avenir EXTRA			
Trench and backfill at entrance (Coconut for meter FPL Fountain) as directed Includes machine	500	12.00	6,000.00
Install 2' conduit	500	2.00	1,000.00

Total			\$7,000.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
6/19/2023	#12

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
#12	Avenir

Attn:

Description	Qty	Rate	Total
Avenir EXTRA Panther National			
Trench and backfill for FPL and Comcast	700	12.00	8,400.00
Install 2-6" conduit for FPL 1400 ft	1,400	3.50	4,900.00
Install 2-2" conduit for Comcast 1400 ft	1,400	2.00	2,800.00
Purchase 2" for comcast 1400 ft	1,400	6.60	9,240.00
Install (1) splice box	1	1,025.00	1,025.00
Trench and back fill for power to streetlights (opposite side of street)	700	12.00	8,400.00
Install 1-2" conduit for streetlights	700	2.00	1,400.00
Survey	1	2,000.00	2,000.00
Equipment to complete job (skid steer and Exavator 140)	1	7,939.49	7,939.49

Total	\$46,104.49
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
6/21/2023	#13

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
#13	Avenir

Attn:	
-------	--

Description	Qty	Rate	Total
Avenir EXTRA Spine Road 4 Streetlight added			
Trench and backfill for power to Street Light	80	12.00	960.00
(2) 8' missile bores under cart path	16	20.00	320.00
Equipment to complete (mini excavator, air compressor, truck)	1	1,379.65	1,379.65

		Total	\$2,659.65
--	--	--------------	------------



SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
6/30/2023	# 14

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
14	Avenir

Attn:	Keith O'Brien
-------	---------------

Description	Qty	Rate	Total
Avenir			
(3) street light conduit repairs under sidewalks as directed by Keith O'brien 3 men x 8 hrs Exposed and repaired	24	210.00	5,040.00
Equipment to complete (mini excavator, air compressor, truck)	1	1,379.65	1,379.65

	Total	\$6,419.65
--	--------------	------------

CHANGE ORDER NO. 2

Date of Issuance:	November 21, 2022	Effective Date:	November 21, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	220010
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 2 - From East of Avenir Dr to West of SR7	Contract Name:	Construction Contract (Roadway Improvements)

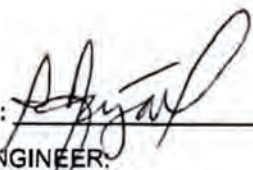

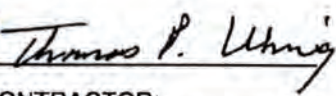
The Contract is modified as follows upon execution of this Change Order:

Description: *Northlake Blvd. and Avenir Entrance Signalization

Attachments:
*J.W. Cheatham, LLC change order request dated 11/17/2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,173,882.11	Original Contract Times: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$62,667.84	[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : 28 Days

Contract Price prior to this Change Order: \$4,236,549.95	Contract Times prior to this Change Order: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024
[Increase] [Decrease] of this Change Order \$843,285.80	[Increase] [Decrease] of this Change Order 0 Days
Contract Price incorporating this Change Order: \$5,079,835.75	Contract Times with all the approved Change Orders: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	By:  Avenir Community Development District Virginia Cepero Chairperson	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413
Date: <u>6/19/2023</u>	Date: <u>6/21/2023</u>	Date: <u>11/21/2022</u>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

SIGNALIZATION ITEMS
 IN THIS C.O. DO NOT
 MATCH QUANTITIES IN
 APPROVED SET OF
 PLANS . REFER TO TOQ
 FOR SIGNALIZATION
 UNDERGROUND AND
 ABOVE GROUND



**Road Building &
Earthmoving Contractors**

November 17, 2022

Avenir Development LLC
c/o Ballbe and Associates, Inc.
2727 NE 30th Place
Ft. Lauderdale, FL 33306

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd. and Avenir Entrance Signalization

Dear Ms. McConnel:

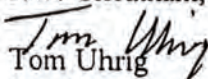
As per your request I submit the attached proposal.

Qualifications to this proposal are as follows:

1. Permits are not included.
2. Mobilization includes survey and testing.
3. Thermoplastic striping is for intersection only (i.e. crosswalks, stop bars, etc.)
4. Signs are not included.
5. FPL connection fee is included. (riser, handhole, meter can and tap only)
6. Relocation or adjustment of existing utilities is not included (i.e. light poles, CATV, phone, FPL, etc.)
7. Water Main Relocation Bid Item 6 can be deducted from contract if line stops are not used. However, there may be additional costs for vacuum trucks to remove any liquid/debris from line.
8. No item unless specifically stated.
9. All work in accordance with plans entitled:
 - "Northlake Blvd (Entrance at Avenir) Signalization Phase 1 Plans", by HSQ Group Inc., dated 8/19/2022, pages T-1 thru T-4.
 - "Northlake Blvd (Entrance at Avenir) Phase 2 Signalization Plans", by HSQ Group Inc., dated 8/19/2022, pages T-1 thru T-6
 - "Water Main and Forcemain Deflection Plan", by Ballbe and Associates, dated 4/21/2022, pages 7 and 7A.
10. Bid price is good for thirty (30) days.

Thank you for the opportunity to submit this proposal and please call me with any questions.

Sincerely,
J.W. Cheatham, LLC


Tom Uhrig
President

SIGNALIZATION

TABULATION 01

PAY ITEM NO.	DESCRIPTION	UNIT	T-5	
			PLAN	FINAL
			102-1-A	MAINTENANCE OF TRAFFIC
630-2-11-1	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	35	
630-2-11-2	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	70	
630-2-12-2-1	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	70	
630-2-12-2-2	CONDUIT (F&I) (DIRECTIONAL BORE) - ITS	LF	180	
630-2-12-2-3	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	95	
630-2-12-2-6	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	150	
630-2-12-2-7	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	380	
635-2-12-A	PULL BOX, F&I, (17"x30"x12" D) HEAVY DUTY COVER (TIER 15)	EA	20	
635-2-12-C	PULL BOX, F&I, (30"x48"x24" D) HEAVY DUTY COVER (ITS) (TIER 15)	EA	1	
635-2-12-D	PULL BOX, F&I, (17"x30"x24" D) HEAVY DUTY COVER (ITS) (TIER 15)	EA	1	
649-21-XX	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60' FOUNDATION ONLY IN PHASE 1	EA	1	
649-21-XX	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70' FOUNDATION ONLY IN PHASE 1	EA	1	
649-21-XX	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78' (HEAVY DUTY) FOUNDATION ONLY IN PHASE 1	EA	1	
520-1-10	CONCRETE CURB AND GUTTER TYPE F	LF	288	
522-1-1	SIDEWALK CONCRETE, 4" THICK	SY	251	
536-1-1	GUARDRAIL ROADWAY, GENERAL TL-3	LF	40	
536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	1	
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	EA	2	

NOTE: 649-21-XX, INSTALL FOUNDATION ONLY.
BOLTS MUST BE SAFELY CAPPED WHEN
FINISHED.



HSQ GROUP, LLC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

Seal:

NOUR SHEHADEH, P.E.
Fl. Reg. No. 48307

No.	Revisions	By	Date



TABULATION OF

PAY ITEM NO.	DESCRIPTION	UNIT	T-4	
			PLAN	FINA
102-1-A	MAINTENANCE OF TRAFFIC	HR	16	
632-7-1-4A	CONDUCTOR CABLE (4)	PI	1	
632-7-1-7A	CONDUCTOR CABLE (7)	PI	1	
632-7-1-19G	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	
639-1-121	ELECTRICAL POWER SERVICE UNDERGROUND WITH METER BASE	EA	1	
639-2-1	ELECTRICAL SERVICE WIRE	LF	230	
639-3-11 (*)	ELECTRICAL SERVICE DISCONNECT	EA	1	
641-2-12-12	PRESTRESSED CONCRETE POLE (12') TYPE P-11	EA	1	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4	
649-22-10	STEEL MAST ARM ASSEMBLY , FURNISH AND INSTALL, SINGLE ARM 60'	EA	1	
649-22-15	STEEL MAST ARM ASSEMBLY , FURNISH AND INSTALL , SINGLE ARM 70'	EA	1	
649-22-21	STEEL MAST ARM ASSEMBLY , FURNISH AND INSTALL, SINGLE ARM 78', HEAVY DUTY	EA	1	
650-1-13	TRAFFIC SIGNAL, F&I, 3 SECTION, 1 WAY	AS	9	
650-1-14	TRAFFIC SIGNAL, F&I, 4 SECTION, 1 WAY, FY	AS	2	
650-1-15	TRAFFIC SIGNAL, F&I, 5 SECTION CLUSTER, 1 WAY	AS	1	
653-191	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	AS	4	
660-2-106-B	LOOP ASSEMBLY (TYPE F-46'), (F & I)	EA	12	
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	4	
670-5-110-B	TRAFFIC CONTROLLER ASSEMBLY, (TYPE 6) NAZTEC	AS	1	
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	2	
700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	3	
700-1-60	SINGLE POST SIGN, REMOVE	AS	2	
711-111-23	THERMOPLASTIC, WHITE, SOLID FOR STOP LINE AND CROSSWALK, 12"	LF	492	
711-111-25	THERMOPLASTIC, WHITE, SOLID FOR STOP LINE AND CROSSWALK, 24"	LF	75	
711-111-41	THERMOPLASTIC, WHITE, GUIDELINE, 6" (2/4)	GM	0.027	
711-112-41	THERMOPLASTIC, YELLOW, GUIDELINE, 6" (2/4)	GM	0.028	

(*) 639-3-11 SHALL INCLUDE THE COST OF ANY SPECIAL FPL METER REQUIREMENTS



HSQ GROUP, LLC.
 Engineers · Planners · Surveyors
 1001 Yamato Road, Suite 105
 Boca Raton, Florida 33431 · 561.392.0221
 C26258 · LB7924

Seal:
 NOUR SHEHADEH, P.E.
 Fl. Reg. No. 48307

No.	Revisions	By	Date



CHANGE ORDER NO. 3

Date of Issuance:	June 14, 2023	Effective Date:	June 14, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413	Contractor's Project No.:	220010
Engineer:	HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431	Engineer's Project No.:	180437
Project:	Northlake Blvd Phase 2 - From East of Avenir Dr to West of SR7	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

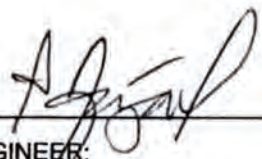
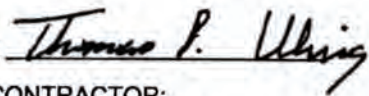
Description: *Northlake Blvd. Ph. 2 Watermain Deflection
*Northlake Blvd. Ph. 2 Signal Changes/Upgrades

Attachments:

- *J.W. Cheatham, LLC change order request for Watermain Deflection dated 6/14/2023
- *J.W. Cheatham, LLC change order request for Signal Changes/Upgrades dated 5/12/2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,173,882.11	Original Contract Times: Total Contract Days: 450 days Start Date: 9/12/2022 End Date: 12/6/2023
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$905,953.64	[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> ; 28 Days

Contract Price prior to this Change Order: \$5,079,835.75	Contract Times prior to this Change Order: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024
[Increase] {Decrease} of this Change Order \$272,745.80	[Increase] {Decrease} of this Change Order 0 Days
Contract Price incorporating this Change Order: \$5,352,581.55	Contract Times with all the approved Change Orders: Total Contract Days: 478 days Start Date: 9/12/2022 End Date: 1/3/2024

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
By:  ENGINEER: HSQ Group, Inc. 1001 Yamato Road, Suite 105 Boca Raton, FL 33431 Date: <u>6/19/2023</u>	By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	By:  CONTRACTOR: J.W. Cheatham, LLC 7396 Westport Place, West Palm Beach, FL 33413 Date: <u>6/16/2023</u>

EICDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



**Road Building &
Earthmoving Contractors**

June 14, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
Watermain Deflection

Dear Ms. McConnell:

I submit the following change order request for deflecting the 16" watermain near the fire station turn lane at the above referenced project.

Mobilization	1 LS	@	\$13,975.00 /LS	\$13,975.00
Survey/Record Drawings/Testing	1 LS	@	\$4,000.00 /LS	\$4,000.00
MOT	1 LS	@	\$5,157.80 /LS	\$5,157.80
Asphalt Removal	1 LS	@	\$1,000.00 /LS	\$1,000.00
Earthwork	1 LS	@	\$5,000.00 /LS	\$5,000.00
Optional Base Group 13	225 SY	@	\$28.50 /SY	\$6,412.50
Type SP Structural Course (1.5")(Traffic Level C)	19 TN	@	\$110.00 /TN	\$2,090.00
Asphaltic Concrete Friction Course FC-9.5 (1")	13 TN	@	\$145.50 /TN	\$1,891.50
Concrete Pipe Culvert 18"	85 LF	@	\$193.00 /LF	\$16,405.00
Connect to Existing Water Main	2 EA	@	\$4,400.00 /EA	\$8,800.00
16" CL51 Ductile Iron Pipe	273 LF	@	\$275.00 /LF	\$75,075.00
16" MJ Gate Valve	2 EA	@	\$13,200.00 /EA	\$26,400.00
16" MJ 45	2 EA	@	\$3,520.00 /EA	\$7,040.00
16" Single Line Stop	2 EA	@	\$18,150.00 /EA	\$36,300.00
16" Joint Restraints on Existing	8 EA	@	\$4,400.00 /EA	\$35,200.00
Remove & Dispose Existing 16" WM	256 LF	@	\$22.00 /LF	\$5,632.00
Sample Point	1 EA	@	\$2,200.00 /EA	\$2,200.00
Fire Hydrant Sample Point	1 EA	@	\$825.00 /EA	\$825.00
Sample Point with Jumper (Includes Pigging Procedure)	1 EA	@	\$11,000.00 /EA	\$11,000.00

TOTAL: \$264,403.80

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348
Page 1 of 2

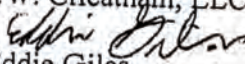


**Road Building &
Earthmoving Contractors**

Qualifications:

1. Permits are not included.
2. Additional cost for bond rider is not included.
3. Adjustment, support, and/or protection of existing utilities is not included.
4. Restoration of Fire Station traffic loops are not included.
5. No item included unless specifically stated.
6. All work is in accordance with plans labeled "Northlake Blvd (Phase II) (1000 Feet West of Bay Hill Drive to West of SR7)- Water Main Deflection Plans" by HSQ Group, Inc. Dated 1/23/2023. Consisting of 7 sheets.
7. Bid price is good for 30 days.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC

Eddie Giles
Project Manager



**Road Building &
Earthmoving Contractors**

May 12, 2023

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2
Signal Changes and/or Upgrades

Dear Ms. McConnell:

As requested I submit the following change order request for signal changes and/or upgrades at the above referenced project.

Surcharge to upgrade to Polara Bulldogs Pedestrian Detectors	1	LS	@	\$432.00	/LS	\$432.00
Surcharge to upgrade from Vantage Edge to Vantage Next Video Detection	1	LS	@	\$4,950.00	/LS	\$4,950.00
Illuminated Sign Faces, F&I	1	LS	@	\$2,960.00	/LS	<u>\$2,960.00</u>
TOTAL:						\$8,342.00

Qualifications:

1. Additional cost for bond rider is not included.
2. Surcharges on products are per Palm Beach County's request for newer models/changes. Originally submitted signal items became obsolete due to Palm Beach County's long review time.
3. No item included unless specifically stated.
4. Bid price is good for 30 days.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC
Eddie Giles
Eddie Giles
Project Manager

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348
Page 1 of 1

CHANGE ORDER NO. 4 (REVISED 8/23/2023)

Date of Issuance:	March 23, 2023 Revised August 23, 2023	Effective Date:	March 23, 2023 Revised August 23, 2023
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	200550
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	201823
Project:	AVENIR SPINE ROAD PHASE 3	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Spine Road Phase 3 Entry Feature at Northlake Boulevard

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$3,311,730.84	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$894,493.70	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$4,206,224.54	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

<p>[Increase] [Decrease] of this Change Order \$1,801,592.99 \$771,346.40</p>	<p>[Increase] [Decrease] of this Change Order None</p>	
<p>Contract Price incorporating this Change Order: \$6,007,817.53 \$4,977,570.94</p>	<p>Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule</p>	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>8/23/2023</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Centerline Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 4/5/2023

To: Avenir Community Development District

Attn: Carlos Ballbe

Project: *Avenir Spine Road Phase 3
Coconut Blvd Entry Feature*

NOTE: The following proposal is subject to all notes & qualifications listed on the accompanying proposal presented by Aqua Escapes, Inc., dated 11/18/22.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Coconut Blvd Entry Feature	1	EA	\$ 740,000.00	\$ 740,000.00
2	Contractors Fee - Discounted (3%)	1	LS	\$ 22,200.00	\$ 22,200.00
3	Bonding Premium (1.2%)	1	LS	\$ 9,146.40	\$ 9,146.40
					\$ 771,346.40



Custom Pools and Waterfalls

1107 4th Avenue South • Lake Worth, FL 33460 • 561.350.8586 • aewaterfalls.com

**Avenir Coconut Entry Feature Construction Proposal
November 18, 2022**

Contractor:

Aqua Escapes Inc. CPC1457918
1107 4th Ave South
Lake Worth, FL 33460

Owner:

Avenir Community Development District
Entry Feature Coconut Ext & Northlake
Palm Beach Gardens, FL

Work to be performed at the address above based on the architectural drawings from Randall Stoffit Architects 8.23.22

Avenir Coconut Entry Feature (Single Fountain)

Fountain

- 164 ln/ft perimeter
- Basin depth of 18"
- Includes (4) 2' 6" x 4' 6" columns
- Includes (4) 2' 6" x 9' 6" columns
 - Includes (4) 6" x 12" water scuppers
- Includes (5) Cascade Jets

Engineering

- Engineering drawings provided by Aqua Escapes
 - Hydraulics
 - Lighting diagram

Permit

- Aqua Escapes will handle all aspects of the permit process
 - Sub-permit

Site Work

- Locate all underground utility lines
- Excavate the area of fountain construction and drop dirt
- Compact area and perform compaction test
- Backfill fountain after stripping forms

Form & Steel

- Fountain - Form & steel based on engineer drawings with #4 rebar
- Equipment pad – Form & steel based on engineer drawings

Gunite

- Gunite of fountain structure including columns

Equipment

- (3) Jandy 2.7 HP Variable Speed Pumps
- (2) Jandy CS 200 Filters
- (1) Chlorinator
- (3) 32" Channel Drains

Plumbing

- Dig and backfill plumbing trench
- Install (3) pumps & (2) filters
- Install plumbing lines and fittings from equipment location to Fountain
- Install (1) overflow line & (1) autofill line
 - Water supply line to equipment pad by SFSH
 - Backflow preventor by SFSH
- Install check valves on the equipment set
- Install (1) vacuum line
- Install main drains
- Install fountain floor returns

Lights

- (21) Fountain Lights on Stands
- (3) 300w Transformers
- (1) Photocell
- Installation of (21) lights

Tile

- Prep & Installation of 390 sq/ft of 6"x 6" black waterline tile
 - (Material Allowance of \$10per sq/ft)
- Prep & Installation of granite on top of basin spill edge
 - (Material Allowance of \$10per sq/ft)
- Prep & Installation of tile on basin spill walls
 - (Material Allowance of \$10per sq/ft)

Plaster

- Prep & Installation of Florida Stucco Lagoon

Fountain Startup

- Initial startup and the first 30 days of Fountain maintenance are included
- Initial chemicals and the first 30 days of Fountain chemicals are included
- Maintenance will be performed as needed for the first 30 days
- Aqua Escapes will make a recommendation for a Fountain maintenance company, but the owner will be responsible for executing a maintenance contract to continue service before the end of the first 30 days

General Requirements/Exclusions

- Copper bowls by others
- Oolite by others
- Fountain coping by others
- Water supply line for autofill by SFSH
- Backflow preventer by SFSH
- Gas lines and connections for fire bowls by others
- Electrical connections by others including but not limited to the following:
 - (3) Jandy 2.7 HP Pumps
 - (21) Lights with junction boxes
 - Subpanel
- Electrical Subpanel by others
- Main structure & Roof by others
- Trellis by others
- Prominent light fixture by others
- Pre-Cast Stone Banding & Engraved text by others
- Concrete footers and slabs by others

Warranty

- Lifetime warranty on Fountain shell
- 3-year warranty on Jandy equipment
- 1-year warranty on workmanship

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUB CONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

The price below includes all the insurance necessary for this project

If not accepted and executed by the owner/general contractor within 30 days from the date of this offer, this proposal is hereby withdrawn

Thank you for the opportunity and we look forward to building your project!

The total price for the completion of both entry features is \$740,000.00 (Seven Hundred Forty Thousand dollars and 00/100) which shall be paid as follows:

PAYMENT RESPONSIBILITY

PAYMENT TERMS

15% DEPOSIT

20% DAY OF EXCAVATION

20% DAY OF FORM AND STEEL COMPLETION

20% DAY OF GUNITE INSTALLATION

10% DAY OF COPING/TILE INSTALLATION

10% DAY OF PLASTER

5% FINAL

~~Interest at the maximum legal rate or 1.5% per month, whichever is lower, will be charged on any overdue account commencing on the 31st day after the day of the invoice~~

Paid when paid.

RANDY STRINGER

Print Name

Sign Name



2/08/23

Avenir Community Development District
Centerline, Inc. for Avenir Community Development District

Michael McKenzie

Print Name

Sign Name



2/8/23

Aqua Escapes

CHANGE ORDER NO. 7

Date of Issuance:	August 24, 2023	Effective Date:	August 24, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:


1. Panther National Boulevard utilities plan revisions/adjustments (water, sewer, drainage)

Attachments:

- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$3,993,044.25	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$11,219,554.72	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$126,230.99	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$11,345,785.71	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District Virginia Cepero Chairperson	By: _____ Centerline, Inc. Randy Stringer Vice President
Date: <u>8/24/2023</u>	Date: _____	Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 1/20/2023

To: Centaur (Palm Beach) Owner, LLC

Attn: Scott Hedge

Project: **Avenir - Panther National Blvd.**

{Based on plans by Ballbe' & Associates, Inc. with E.O.R. [Box] date for PGD of 9/8/2022, W&S Sht # 1 thru 8, 10, 10A, 11, 14 thru 25, 28 thru 30 & E-1 dated 8/17/2022, W&S Sht # 9 dated 10/20/2020 (Rev. 9/8/22), W&S Sht # 12 dated 9/8/2022, W&S Sht # 13 & 26 dated 9/22/2022, Sht # 27 dated 9/29/2022)}

Change Order # 2 Revised Plan Adjustments - Utilities

NOTE: The following proposal is subject to all original contract & included notes & qualifications.

Item No.	Size	Description	Orig Qty	Rev Qty	Net Adj	U/M	Unit Cost	Net Adj'd Cost
General Conditions								
1		BOND INCREASE (C.O. 2 ADJUSTMENTS):	1	1	1	LS	\$ 344.45	\$ 344.45
Total, General Conditions Net Adjustment								\$ 344.45
Sanitary Sewer								
			Orig Qty	Rev Qty	Net Adj			
1	8	PVC SANITARY SEWER (0-6)	206	57	-149	LF	\$ 47.07	\$ (7,013.43)
2	8	PVC SANITARY SEWER (6-8)	1096	456	-640	LF	\$ 48.96	\$ (31,334.40)
3	8	PVC SANITARY SEWER (8-10)	996	650	-346	LF	\$ 57.77	\$ (19,988.42)
4	8	PVC SANITARY SEWER (10-12)	753	689	-64	LF	\$ 69.22	\$ (4,430.08)
5	8	PVC SANITARY SEWER (12-14)	0	225	225	LF	\$ 100.33	\$ 22,574.25
6	8	PVC C-900 SANITARY SEWER (0-6)	0	155	155	LF	\$ 59.91	\$ 9,286.05
7	8	PVC C-900 SANITARY SEWER (6-8)	100	444	344	LF	\$ 61.57	\$ 21,180.08
8	8	PVC C-900 SANITARY SEWER (8-10)	0	264	264	LF	\$ 73.36	\$ 19,367.04
9	8	PVC C-900 SANITARY SEWER (10-12)	27	238	211	LF	\$ 81.41	\$ 17,177.51
10	8	PVC C-900 SANITARY SEWER (12-14)	590	325	-265	LF	\$ 118.92	\$ (31,513.80)
11	8	PVC C-900 SANITARY SEWER (14-16)	173	380	207	LF	\$ 145.43	\$ 30,104.01
12	8	PVC C-900 SANITARY SEWER (16-18)	0	58	58	LF	\$ 178.88	\$ 10,375.04
13	4	SANITARY MANHOLE (6-8)	8	6	-2	EA	\$ 7,976.17	\$ (15,952.34)
14	4	SANITARY MANHOLE (10-12)	2	4	2	EA	\$ 11,565.83	\$ 23,131.66
15	4	SANITARY MANHOLE (12-14)	2	1	-1	EA	\$ 13,132.82	\$ (13,132.82)
16	4	SANITARY MANHOLE (16-18)	0	1	1	EA	\$ 19,879.95	\$ 19,879.95
Total, Sanitary Sewer Installation Net Adjustment								\$ 49,710.30
Force Main								
			Orig Qty	Rev Qty	Net Adj			
1		12" STEEL CASING WITH SPACERS (UNDER PROPOSED WALL)	0	20	20	LF	\$ 171.04	\$ 3,420.80
2	6X4	TAP SLEEVE & TAP VALVE (NEW PLAN IDENTIFIES CONN WITH REDUCER. TSTV GONE)	1	0	-1	EA	\$ 7,910.32	\$ (7,910.32)
3	6	CONNECT TO EXISTING FORCE MAIN WITH 6X4" E/L REDUCER	0	1	1	EA	\$ 4,885.44	\$ 4,885.44
4		LIFT STATION INSTALLATION (EXCLUDES GENERATOR) PUMPS & FENCE INCREASED COST:	1	0	U/P ADJ: (+)		\$14,681.20	\$ 14,681.20
5		GRINDER PUMP STATION FOR GUARDHOUSE (ELECTRICAL & ELECTRICAL CONNECTION TO GRINDER BY OTHERS) 1/18/23: HARD # PUMP PACKAGE RECEIVED: INCREASE:	1	0	U/P ADJ: (+)		\$8,890.00	\$ 8,890.00
Total, Force Main Installation Net Adjustment								\$ 23,967.12
Storm Drain								
			Orig Qty	Rev Qty	Net Adj			
1	6	HDPE DRAIN W/ ONE BEND (AT GUARDHOUSE)	0	25	25	LF	\$ 68.91	\$ 1,722.75
2	15	RCP STORM PIPE	714	977	263	LF	\$ 74.07	\$ 19,480.41
3	18	RCP STORM PIPE	2029	1330	-699	LF	\$ 73.77	\$ (51,565.23)
4	24	RCP STORM PIPE	2241	2677	436	LF	\$ 101.71	\$ 44,345.56
5		18" CONCRETE ENDWALL	0	1	1	EA	\$ 3,236.47	\$ 3,236.47
6		FINALIZE DRAINAGE	5353	5378	25	LF	\$ 6.35	\$ 158.75
Total, Storm Drain Installation Net Adjustment								\$ 17,378.71

Water Main			Orig Qty	Rev Qty	Net Adj			
1	4	DIP WATER MAIN	115	60	-55	LF	\$ 70.65	\$ (3,885.75)
2	6	DIP WATER MAIN	80	90	10	LF	\$ 53.75	\$ 537.50
3	8	DIP WATER MAIN	680	1040	360	LF	\$ 71.17	\$ 25,621.20
4	12	DIP WATER MAIN	5500	5300	-200	LF	\$ 100.43	\$ (20,086.00)
5		12", 16" & 18" STEEL CASING WITH SPACERS (WM TO GUARDHOUSE & UNDER PROPOSED WALL)	80	120	40	LF	\$ 289.48	\$ 11,579.20
6	8	GATE VALVE & BOX	15	19	4	EA	\$ 2,425.65	\$ 9,702.60
7	12X8	MJ DI TEE	5	7	2	EA	\$ 1,432.37	\$ 2,864.74
8	12X4	MJ DI TEE	2	1	-1	EA	\$ 1,382.20	\$ (1,382.20)
9	12X8	MJ DI REDUCER	4	2	-2	EA	\$ 902.92	\$ (1,805.84)
10	12	MJ DI 45 BENDS	12	6	-6	EA	\$ 1,164.60	\$ (6,987.60)
11	12	MJ DI 22.5 / 11.25 BENDS	6	8	2	EA	\$ 1,151.01	\$ 2,302.02
12	12	MJ DI PLUG / CAP	1	0	-1	EA	\$ 789.37	\$ (789.37)
13	8	MJ DI 22.5 / 11.25 BENDS	5	3	-2	EA	\$ 716.22	\$ (1,432.44)
14	8	MJ DI PLUG / CAP	8	10	2	EA	\$ 474.37	\$ 948.74
15	6X6	MJ DI TEE	0	1	1	EA	\$ 800.16	\$ 800.16
16	6X4	MJ DI 90 REDUCER	0	1	1	EA	\$ 582.74	\$ 582.74
17	6	MJ DI 90 BEND	0	1	1	EA	\$ 637.10	\$ 637.10
18	4	MJ DI 90 BEND	0	2	2	EA	\$ 561.66	\$ 1,123.32
19	2	BLOW-OFF ASSEMBLY	9	10	1	EA	\$ 2,214.25	\$ 2,214.25
20		WATER SERVICE WITH RPZ (Excludes Meter Box)	3	4	1	EA	\$ 5,946.27	\$ 5,946.27
21	4	SEACOAST CANNON FLUSH ASSEMBLY (NOT I.D.'d ON PLAN BUT REQUIRED). QTY ESTIMATED. TO BE PAID BY UNIT PRICE IF ANY ADDITIONAL ARE ADDED.	2	1	-1	EA	\$ 2,008.51	\$ (2,008.51)
23	8	SEACOAST CANNON FLUSH ASSEMBLY (NOT I.D.'d ON PLAN BUT REQUIRED). QTY ESTIMATED. TO BE PAID BY UNIT PRICE IF ANY ADDITIONAL ARE ADDED.	7	9	2	EA	\$ 2,752.62	\$ 5,505.24
24	12	SEACOAST CANNON FLUSH ASSEMBLY (NOT I.D.'d ON PLAN BUT REQUIRED). QTY ESTIMATED. TO BE PAID BY UNIT PRICE IF ANY ADDITIONAL ARE ADDED.	3	2	-1	EA	\$ 4,320.54	\$ (4,320.54)
25		TEST / FINALIZE WATER MAIN	6375	6490	115	LF	\$ 6.15	\$ 707.25
Total, Water Main Installation Net Adjustment								\$ 28,374.08
Fire Line			Orig Qty	Rev Qty	Net Adj			
1	2.5"	CPVC FIRE LINE W/ 2.5" FITTINGS	50	0	-50	LF	\$ 76.90	\$ (3,845.00)
2	2.5"	FIRE DEPARTMENT CONNECTION	2	0	-2	EA	\$ 2,416.18	\$ (4,832.36)
3	2.5"	FIRE LINE RISER PIPE	2	0	-2	EA	\$ 2,348.23	\$ (4,696.46)
4	4 X 2.5"	MJ DI CAP	2	0	-2	EA	\$ 649.99	\$ (1,299.98)
5	4	DIP FIRE LINE	0	75	75	LF	\$ 106.91	\$ 8,018.25
6	4	FIRE DEPARTMENT CONNECTION	0	2	2	EA	\$ 2,620.01	\$ 5,240.02
7	4	FIRE LINE RISER PIPE	0	2	2	EA	\$ 2,687.96	\$ 5,375.92
8	4	MJ DI TEE	1	2	1	EA	\$ 683.96	\$ 683.96
9	4	MJ DI 90 BENDS	0	3	3	EA	\$ 561.66	\$ 1,684.98
10		TEST / FINALIZE FIRE LINE	50	75	25	LF	\$ 5.08	\$ 127.00
Total, Water Main Installation Net Adjustment								\$ 6,456.33
Change Order # 2 Net Adjustment								\$ 126,230.99

CHANGE ORDER NO. 1 (REVISED 8/22/2023)

Date of Issuance:	June 8, 2023 (REVISED 8/22/2023)	Effective Date:	June 8, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	220595
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- The previously approved Change Order #1 had an error in the summation of the proposed values and deductions proposed by District Engineer ("DE"). Following is summary of the discrepancies in the approve change order:

<i>CHANGE ORDER REQUEST</i>	<i>\$5,627,023.14</i>
<i>AMOUND DEDUCTED BY EOR</i>	<i>(\$1,171,581.36)</i>
<i>APPROVED CHANGE ORDER REQUEST</i>	<i>\$4,455,441.78</i>

As per the backup information submitted with the change order, the proposed deduction by DE should have been as follows:

<i>CHANGE ORDER REQUEST</i>	<i>\$5,627,023.14</i>
<i>AMOUND DEDUCTED BY EOR</i>	<i>(\$628,815.06)</i>
<i>APPROVED CHANGE ORDER REQUEST</i>	<i>\$4,998,208.08</i>

Attachments:

Exhibit "A" – Change Order by Centerline Inc


- After further discussion with contract and revisions to the unit prices, the proposed Change Order No. 1 amount is as follows:

<i>CHANGE ORDER REQUEST</i>	<i>\$5,627,023.14</i>
AMOUNT DEDUCTED BY EOR	(\$487,797.91)
APPROVED CHANGE ORDER REQUEST	\$5,139,225.23

Attachments:

Exhibit "B" – Change Order by Centerline Inc

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,360,267.92	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$5,360,267.92	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$5,139,225.23	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$10,499,493.15	Contract Times with all the approved Change Orders: None

<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>8/22/2023</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Development, LLC</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Centerline, Inc. Randy Stringer Vice President</p> <p>Date: _____</p>
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EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

EXHIBIT "A"
APPROVED CHANGE ORDER 6/9/2023

CHANGE ORDER NO. 1

Date of Issuance: June 8, 2023	Effective Date: June 8, 2023
Owner: Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.: N/A
Contractor: CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.: 220595
Engineer: Ballbe & Associates, Inc.	Engineer's Project No.: 202119
Project: AVENIR SPINE ROAD PHASE 5	Contract Name: Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Plan revisions and unit price increase as follows:

C.O. REQUEST = \$5,627,023.14
ENG. DEDUCT = (\$628,815.06)
TOTAL C.O. = \$4,998,208.08

SUMMARY:	
PLAN REVISIONS ADDITION	\$ 1,604,518.34
ROADWAY WORK ADDED SCOPE	\$ 2,850,923.44
TOTAL CHANGE ORDER REQUEST	\$ 4,455,441.78

Attachments:

- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,360,237.92	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$5,360,237.92	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$4,455,441.78	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$9,815,679.70	Contract Times with all the approved Change Orders: None

RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>6/8/2023</u>	ACCEPTED: By: _____ Avenir Development, LLC By: _____ Date: _____	ACCEPTED: By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____
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EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

1 of 2
Centerline, Inc.
 2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017
 Date: 5/17/2023
 To: Ballbe' & Associates
 Attn: Carlos Ballbe'
 From: Centerline, Inc.

Project: **Avenir - Spine Road Phase 5**
 s by Ballbe' & Associates, Inc. with Cover Sht dated 1/18/2023, Shts 9A thru 40 Dated 1/20/2023 & Sht 9 Dated 4/11/2023 (with

Change Order - Sitework Scope

Original proposal notes and qualifications apply.
 This proposal excludes any adjusted costs for the lift stations, as the impacts of the revised SUA design standards are still being reviewed

This proposal excludes any adjusted costs for the water main south of the 10" 45 degree bend located at station 3+08 RT. Cost adjustment to add the Master Meter compound and all PBCWUD pipe south to the connection point in the Northlake Blvd right of way will be addressed once final approval of these improvements has been secured by the municipalities.

This proposal excludes cost for any decorative benches, trash receptacles, or wayfinding signage, as no design plans for such improvements have yet been provided.

The items listed below in this proposal for roadway striping and roadway signage are only bugetary estimates based upon historically similar work. These items are subject to future cost adjustment once final design plans for this work scope have been provided.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions Adjustments / Additional Scope						
1		MOBILIZATION - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 61,687.50	\$ 61,687.50
2		SURVEY [LAYOUT & ASBUILTS] - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$9,875.00	\$ 9,875.00
3		SURVEY [LAYOUT & ASBUILTS] - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 102,637.50	\$ 102,637.50
4		DENSITY TESTING - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$6,250.00	\$ 6,250.00
5		DENSITY TESTING - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 42,262.50	\$ 42,262.50
6		CONSTRUCTION ENTRANCE MAINTENANCE (ADDED TIME FOR ADDITIONAL DRAINAGE & ROADWAY SCOPE)	4	MO	\$ 2,250.00	\$ 9,000.00
7		BOND (ADDITIONAL PREMIUM TO ADD DRAINAGE & ROADWAY SCOPE)	1	LS	\$ 92,056.82	\$ 92,056.82
Total, General Condition Adjustments / Additional Scope						\$ 323,769.32

Roadway (Added Scope)							BYPASS UNIT PRICES	H&J REVISED AMOUNT	B&A QUANTITY	B&A AMOUNT BYPASS UNIT PRICES	AMOUNT DIFFERENCE
1		SITE BALANCE / CUT TO FILL	1000	CY	\$ 4.49	\$ 4,490.00	\$3.90	\$ 3,900.00		\$ -	NO CHANGE
2		12" STABILIZED SUBGRADE	45800	SY	\$ 6.90	\$ 316,020.00	\$6.00	\$ 274,800.00	42864	\$ 257,184.34	\$ (58,835.66)
3		8" FDOT BASE ROCK	39200	SY	\$ 20.47	\$ 802,424.00	\$17.80	\$ 697,760.00	37534	\$ 668,100.53	\$ (134,323.47)
4		SUA STABILIZED ACCESS ROAD ****THIS LINE ITEM IS REMOVED FROM THE CHANGE ORDER****	2800	SY	\$ 66.70	\$ 186,760.00		\$ -		\$ -	\$ (186,760.00)
5		1" ASPHALT, BOTTOM LIFT, SP-9.5	36700	SY	\$ 10.52	\$ 386,084.00	\$ 10.52	\$ 386,084.00	36020	\$ 378,930.40	\$ (7,153.60)
6		1" ASPHALT, TOP LIFT, SP	36700	SY	\$ 10.93	\$ 401,131.00	\$ 10.93	\$ 401,131.00	36020	\$ 393,698.60	\$ (7,432.40)
7		TYPE 'F' CURB & GUTTER	20000	LF	\$ 23.81	\$ 476,200.00	\$20.70	\$ 414,000.00	18898	\$ 391,198.54	\$ (85,001.46)
8		TYPE 'D' CURB	40	LF	\$ 27.77	\$ 1,110.80	\$24.15	\$ 966.00	91	\$ 2,206.59	\$ 1,095.79
9		VALLEY GUTTER CURB	250	LF	\$ 19.78	\$ 4,945.00	\$17.25	\$ 4,312.50	199	\$ 3,437.93	\$ (1,507.08)
10		4" BASE ROCK CURB PAD	20250	SY	\$ 5.75	\$ 116,437.50	\$5.00	\$ 101,250.00	19189	\$ 95,945.75	\$ (20,491.75)
11		R/W FINE GRADING, ONE TIME	95000	SY	\$ 0.52	\$ 49,400.00	\$0.52	\$ 49,400.00		\$ -	NO CHANGE
12		VEHICULAR PAVER-BRICK (AUTUMN BLEND TUMBLED FIELD 90" HERRINGBONE PATTERN)	8800	SF	\$ 9.49	\$ 83,512.00	\$8.25	\$ 72,600.00	9705	\$ 80,062.95	\$ (3,449.05)
13		VEHICULAR PAVER-BRICK (WHITE REFLECTIVE TUMBLED STRIPING)	3800	SF	\$ 25.88	\$ 98,344.00	\$22.50	\$ 85,500.00	3919	\$ 88,178.40	\$ (10,165.60)
14		POWER WASH & CLEAR SEAL PAVERS	8800	SF	\$ 1.15	\$ 10,120.00	\$1.15	\$ 10,120.00	9705	\$ 11,160.75	\$ 1,040.75
15		THERMOPLASTIC STRIPING ALLOWANCE (NO PLANS PROVIDED)	1	LF	\$ 147,200.00	\$ 147,200.00	\$147,200.00	\$ 147,200.00		\$ -	NO CHANGE
16		GREEN COLORED PAVEMENT AT BIKE PATH LANE ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00		\$ -	NO CHANGE
17		CUSTOM STREET SIGNAGE (DECORATIVE W/ CHANNEL POSTS) ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 257,025.00	\$ 257,025.00	\$257,025.00	\$ 257,025.00		\$ -	NO CHANGE
18		BAHIA SOD AT TEMPORARY RETENTION AREAS	830	SY	\$ 3.45	\$ 2,863.50	\$3.00	\$ 2,490.00		\$ -	NO CHANGE
19		12" STABILIZED SUBGRADE FOR SIDEWALKS	13300	SY	\$ 5.18	\$ 68,894.00	\$4.50	\$ 59,850.00	7527	\$ 33,870.74	\$ (35,023.26)
20		4" FDOT BASE ROCK FOR ASPHALT SIDEWALK	7400	SY	\$ 15.53	\$ 114,922.00	\$13.50	\$ 99,900.00	6989	\$ 94,354.21	\$ (20,567.79)
21		1" ASPHALT SIDEWALK, TYPE S-III	7000	SY	\$ 14.66	\$ 102,620.00	\$13.00	\$ 91,000.00	6452	\$ 83,870.41	\$ (18,749.59)
22		4" CONCRETE SIDEWALK	41700	SF	\$ 6.33	\$ 263,961.00	\$5.50	\$ 229,350.00	40449	\$ 222,470.11	\$ (41,490.90)
23		ADA RAMP - CONCRETE SIDEWALK	34	EA	\$ 1,736.50	\$ 59,041.00	\$650.00	\$ 22,100.00	34	\$ 22,100.00	NO CHANGE
Total, Roadway (Added Scope)						\$ 4,022,504.80	\$ 3,479,738.50			\$ (628,815.06)	

2 of 2 Centerline, Inc. - Avenir Spine Road - Phase 5 5/17/2023

Sanitary Sewer Adjustments						
1	8	PVC C-900 SANITARY SEWER (8-10)	-196	LF	\$ 82.00	\$ (16,072.00)
2	8	PVC C-900 SANITARY SEWER (10-12)	77	LF	\$ 95.06	\$ 7,319.62
3	8	PVC C-900 SANITARY SEWER (12-14)	59	LF	\$ 131.07	\$ 7,733.13
8	4	SANITARY MANHOLE (8-10)	-1	EA	\$ 10,112.88	\$ (10,112.88)
9	4	SANITARY MANHOLE (10-12)	1	EA	\$ 11,073.57	\$ 11,073.57
19		FINALIZE SEWER SYSTEM	-60	LF	\$ 9.30	\$ (558.00)
Total, Sanitary Sewer Adjustments						\$ (616.56)
Storm Drain Adjustments						
1	15	RCP STORM PIPE	73	LF	\$ 73.40	\$ 5,358.20
2	18	RCP STORM PIPE	-529	LF	\$ 76.21	\$ (40,315.09)
3	24	RCP STORM PIPE	-760	LF	\$ 103.32	\$ (78,523.20)
4	36	RCP STORM PIPE	-705	LF	\$ 197.74	\$ (139,406.70)
5	42	RCP STORM PIPE	583	LF	\$ 307.44	\$ 179,237.52
6	48	RCP STORM PIPE	-1165	LF	\$ 311.19	\$ (362,536.35)

7	54	RCP STORM PIPE	-714	LF	\$ 392.97	\$ (280,580.58)
8	60	RCP STORM PIPE	3185	LF	\$ 488.68	\$ 1,556,445.80
9	72	RCP STORM PIPE	240	LF	\$ 882.29	\$ 211,749.60
10		TYPE 'C' INLET	1	EA	\$ 4,736.04	\$ 4,736.04
11		3.5' SQ. TYPE '9' CURB INLET	-3	EA	\$ 5,779.14	\$ (17,337.42)
12		5' DIA. TYPE '9' CURB INLET	4	EA	\$ 7,872.64	\$ 31,490.56
13		4' DIA. STORM MANHOLE	-1	EA	\$ 6,804.56	\$ (6,804.56)
14		5' DIA. STORM MANHOLE	-1	EA	\$ 8,380.60	\$ (8,380.60)
15		6' DIA. STORM MANHOLE	-4	EA	\$ 9,707.40	\$ (38,829.60)
16		7' DIA. STORM MANHOLE	-4	EA	\$ 13,008.28	\$ (52,033.12)
17		8' DIA. STORM MANHOLE	7	EA	\$ 21,179.88	\$ 148,259.16
18		10' DIA. STORM MANHOLE	2	EA	\$ 37,719.37	\$ 75,438.74
19		18" CONCRETE ENDWALL	-2	EA	\$ 3,675.30	\$ (7,350.60)
20		24" CONCRETE ENDWALL	-1	EA	\$ 4,427.42	\$ (4,427.42)
22		42" CONCRETE ENDWALL	2	EA	\$ 10,662.96	\$ 21,325.92
24		72" CONCRETE ENDWALL	2	EA	\$ 38,180.99	\$ 76,361.98
25		FINALIZE DRAINAGE	208	LF	\$ 5.58	\$ 1,160.64
Total, Storm Drain Adjustments						\$ 1,275,038.92
Water Main Adjustments						
1	6	DIP WATER MAIN	310	LF	\$ 75.13	\$ 23,290.30
2	8	DIP WATER MAIN	5035	LF	\$ 83.15	\$ 418,660.25
3	10	DIP WATER MAIN	125	LF	\$ 106.09	\$ 13,261.25
4	12	DIP WATER MAIN	-4775	LF	\$ 113.03	\$ (539,718.25)
5	12	GATE VALVE & BOX	-6	EA	\$ 4,713.34	\$ (28,280.04)
6	10	GATE VALVE & BOX	1	EA	\$ 4,433.49	\$ 4,433.49
7	8	GATE VALVE & BOX	14	EA	\$ 2,452.76	\$ 34,338.64
8	6	GATE VALVE & BOX	6	EA	\$ 2,327.73	\$ 13,966.38
9		FIRE HYDRANT ASSEMBLY (EXCLUDES BOLLARDS)	1	EA	\$ 7,695.98	\$ 7,695.98
11	12X8	MJ DI CROSS	-1	EA	\$ 2,535.68	\$ (2,535.68)
12	12X8	MJ DI TEE	-5	EA	\$ 1,451.36	\$ (7,256.80)
13	12X8	MJ DI REDUCER	-1	EA	\$ 944.79	\$ (944.79)
14	12	MJ DI CAP / PLUG	-1	EA	\$ 712.57	\$ (712.57)
15	10X6	MJ DI TEE	1	EA	\$ 1,383.55	\$ 1,383.55
16	10X8	MJ DI REDUCER	1	EA	\$ 1,058.49	\$ 1,058.49
17	10	MJ DI 45 BEND	2	EA	\$ 1,140.14	\$ 2,280.28
18	10	MJ DI CAP / PLUG	1	EA	\$ 707.07	\$ 707.07
19	8X8	MJ DI CROSS	2	EA	\$ 1,378.96	\$ 2,757.92
20	8X8	MJ DI TEE	6	EA	\$ 1,226.62	\$ 7,359.72
21	8X6	MJ DI TEE	3	EA	\$ 1,133.74	\$ 3,401.22
22	8	MJ DI BEND	2	EA	\$ 910.68	\$ 1,821.36
23	8	MJ DI CAP / PLUG	3	EA	\$ 474.26	\$ 1,422.78
24	6	MJ DI CAP / PLUG	3	EA	\$ 405.85	\$ 1,217.55
25	2	BLOW-OFF ASSEMBLY	7	EA	\$ 2,334.42	\$ 16,340.94
26		SAMPLE POINTS	5	EA	\$ 861.80	\$ 4,309.00
28	6"	SEACOAST CANNON FLUSH ASSEMBLY - WM	3	EA	\$ 2,979.88	\$ 8,939.64
29	8"	SEACOAST CANNON FLUSH ASSEMBLY - WM	4	EA	\$ 3,229.75	\$ 12,919.00
30	10"	SEACOAST CANNON FLUSH ASSEMBLY - WM	1	EA	\$ 4,583.84	\$ 4,583.84
31	12"	SEACOAST CANNON FLUSH ASSEMBLY - WM	-1	EA	\$ 4,682.86	\$ (4,682.86)
32		TEST / FINALIZE WATER MAIN	695	LF	\$ 6.20	\$ 4,309.00
Total, Water Main Adjustments						\$ 6,326.66
Change Order Total, Roadway & Utility Adjustments						\$ 5,627,023.14
Avenir CDD Engineer adjustments						\$ (628,815.06)
TOTAL CHANGE ORDER =						\$ 4,455,441.78

REVISIONS

\$ 5,084,256.84

\$ (628,815.06)

\$ 4,455,441.78

EXHIBIT "B"

Owner _____ Contractor _____



Centerline, Inc.

2180 SW Poma Drive * Palm City, FL. 34990 * Phone (561) 689.3917 * Fax (561) 689.0017

Date: 5/17/2023 8/23/2023 Revised with B&A Quantity Adjustments & Reduced Mark-up on Subcontracted Scope
 To: Ballbe' & Associates
 Attn: Carlos Ballbe'
 From: Centerline, Inc.

EXHIBIT "B"
PROPOSED CHANGE ORDER NO.1

Project: **Avenir - Spine Road Phase 5**

{Based on plans by Ballbe' & Associates, Inc. with Cover Sht dated 1/18/2023, Shts 9A thru 40 Dated 1/20/2023 & Sht 9 Dated 4/11/2023 (with no revisions)}

Change Order - Sitework Scope

Original proposal notes and qualifications apply.

This proposal excludes any adjusted costs for the lift stations, as the impacts of the revised SUA design standards are still being reviewed

This proposal excludes any adjusted costs for the water main south of the 10" 45 degree bend located at station 3+08 RT. Cost adjustment to add the Master Meter compound and all PBCWUD pipe south to the connection point in the Northlake Blvd right of way will be addressed once final approval of these improvements has been secured by the municipalities.

This proposal excludes cost for any decorative benches, trash receptacles, or wayfinding signage, as no design plans for such improvements have yet been provided.

The items listed below in this proposal for roadway striping and roadway signage are only bugetary estimates based upon historically similar work. These items are subject to future cost adjustment once final design plans for this work scope have been provided.

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
General Conditions Adjustments / Additional Scope						
1		MOBILIZATION - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 61,687.50	\$ 61,687.50
2		SURVEY [LAYOUT & ASBUILTS] - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$9,875.00	\$ 9,875.00
3		SURVEY [LAYOUT & ASBUILTS] - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 102,637.50	\$ 102,637.50
4		DENSITY TESTING - UTILITY (ADDITIONAL DRAINAGE SCOPE)	1	LS	\$6,250.00	\$ 6,250.00
5		DENSITY TESTING - ROADWAY (ADDED FULL SCOPE)	1	LS	\$ 42,262.50	\$ 42,262.50
6		CONSTRUCTION ENTRANCE MAINTENANCE (ADDED TIME FOR ADDITIONAL DRAINAGE & ROADWAY SCOPE)	4	MO	\$ 2,250.00	\$ 9,000.00
7		BOND (ADDITIONAL PREMIUM TO ADD DRAINAGE & ROADWAY SCOPE)	1	LS	\$ 92,056.82	\$ 92,056.82
Total, General Condition Adjustments / Additional Scope						\$ 323,769.32
Roadway (Added Scope)						
1		SITE BALANCE / CUT TO FILL	1000	CY	\$ 4.29	\$ 4,290.00
2		12" STABILIZED SUBGRADE	42864	SY	\$ 6.60	\$ 282,902.40
3		8" FDOT BASE ROCK	37534	SY	\$ 19.58	\$ 734,915.72
4		SUA STABILIZED ACCESS ROAD - SCOPE ITEM DELETED	0	SY	\$ 66.70	\$ -
5		1" ASPHALT, BOTTOM LIFT, SP-9.5	36020	SY	\$ 10.07	\$ 362,721.40
6		1" ASPHALT, TOP LIFT, SP	36020	SY	\$ 10.45	\$ 376,409.00
7		TYPE 'F' CURB & GUTTER	18898	LF	\$ 22.77	\$ 430,307.46
8		TYPE 'D' CURB	91	LF	\$ 26.57	\$ 2,417.87
9		VALLEY GUTTER CURB	199	LF	\$ 18.92	\$ 3,765.08
10		4" BASE ROCK CURB PAD	19189	LF	\$ 5.50	\$ 105,539.50
11		R/W FINE GRADING, ONE TIME	95000	SY	\$ 0.50	\$ 47,500.00
12		VEHICULAR PAVER-BRICK (AUTUMN BLEND TUMBLED FIELD 90' HERRINGBONE PATTERN)	9705	SF	\$ 9.08	\$ 88,121.40
13		VEHICULAR PAVER-BRICK (WHITE REFLECTIVE TUMBLED STRIPING)	3919	SF	\$ 24.75	\$ 96,995.25
14		POWER WASH & CLEAR SEAL PAVERS	9705	SF	\$ 1.10	\$ 10,675.50
15		THERMOPLASTIC STRIPING ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 140,800.00	\$ 140,800.00
16		GREEN COLORED PAVEMENT AT BIKE PATH LANE ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 66,000.00	\$ 66,000.00
17		CUSTOM STREET SIGNAGE (DECORATIVE W/ CHANNEL POSTS) ALLOWANCE (NO PLANS PROVIDED)	1	LS	\$ 245,850.00	\$ 245,850.00
18		BAHIA SOD AT TEMPORARY RETENTION AREAS	830	SY	\$ 3.30	\$ 2,739.00
19		12" STABILIZED SUBGRADE FOR SIDEWALKS	7527	SY	\$ 4.95	\$ 37,258.65
20		4" FDOT BASE ROCK FOR ASPHALT SIDEWALK	6989	SY	\$ 14.85	\$ 103,786.65
21		1" ASPHALT SIDEWALK, TYPE S-III	6452	SY	\$ 14.03	\$ 90,521.56
22		4" CONCRETE SIDEWALK	40449	SF	\$ 6.05	\$ 244,716.45
23		ADA RAMP - CONCRETE SIDEWALK	34	EA	\$ 1,661.00	\$ 56,474.00
Total, Roadway (Added Scope)						\$ 3,534,706.89

ORIGINAL C.O. = \$4,022,504.80
 REVISED C.O. = \$3,534,706.89
 C.O. DEDUCT = (\$487,797.91)

Sanitary Sewer Adjustments							
1	8	PVC C-900 SANITARY SEWER (8-10)	-196	LF	\$ 82.00	\$ (16,072.00)	
2	8	PVC C-900 SANITARY SEWER (10-12)	77	LF	\$ 95.06	\$ 7,319.62	
3	8	PVC C-900 SANITARY SEWER (12-14)	59	LF	\$ 131.07	\$ 7,733.13	
8	4	SANITARY MANHOLE (8-10)	-1	EA	\$ 10,112.88	\$ (10,112.88)	
9	4	SANITARY MANHOLE (10-12)	1	EA	\$ 11,073.57	\$ 11,073.57	
19		FINALIZE SEWER SYSTEM	-60	LF	\$ 9.30	\$ (558.00)	
Total, Sanitary Sewer Adjustments						\$ (616.56)	
Storm Drain Adjustments							
1	15	RCP STORM PIPE	73	LF	\$ 73.40	\$ 5,358.20	
2	18	RCP STORM PIPE	-529	LF	\$ 76.21	\$ (40,315.09)	
3	24	RCP STORM PIPE	-760	LF	\$ 103.32	\$ (78,523.20)	
4	36	RCP STORM PIPE	-705	LF	\$ 197.74	\$ (139,406.70)	
5	42	RCP STORM PIPE	583	LF	\$ 307.44	\$ 179,237.52	
6	48	RCP STORM PIPE	-1165	LF	\$ 311.19	\$ (362,536.35)	
7	54	RCP STORM PIPE	-714	LF	\$ 392.97	\$ (280,580.58)	
8	60	RCP STORM PIPE	3185	LF	\$ 488.68	\$ 1,556,445.80	
9	72	RCP STORM PIPE	240	LF	\$ 882.29	\$ 211,749.60	
10		TYPE 'C' INLET	1	EA	\$ 4,736.04	\$ 4,736.04	
11		3.5' SQ. TYPE '9' CURB INLET	-3	EA	\$ 5,779.14	\$ (17,337.42)	
12		5' DIA. TYPE '9' CURB INLET	4	EA	\$ 7,872.64	\$ 31,490.56	
13		4' DIA. STORM MANHOLE	-1	EA	\$ 6,804.56	\$ (6,804.56)	
14		5' DIA. STORM MANHOLE	-1	EA	\$ 8,380.60	\$ (8,380.60)	
15		6' DIA. STORM MANHOLE	-4	EA	\$ 9,707.40	\$ (38,829.60)	
16		7' DIA. STORM MANHOLE	-4	EA	\$ 13,008.28	\$ (52,033.12)	
17		8' DIA. STORM MANHOLE	7	EA	\$ 21,179.88	\$ 148,259.16	
18		10' DIA. STORM MANHOLE	2	EA	\$ 37,719.37	\$ 75,438.74	
19		18" CONCRETE ENDWALL	-2	EA	\$ 3,675.30	\$ (7,350.60)	
20		24" CONCRETE ENDWALL	-1	EA	\$ 4,427.42	\$ (4,427.42)	
22		42" CONCRETE ENDWALL	2	EA	\$ 10,662.96	\$ 21,325.92	
24		72" CONCRETE ENDWALL	2	EA	\$ 38,180.99	\$ 76,361.98	
25		FINALIZE DRAINAGE	208	LF	\$ 5.58	\$ 1,160.64	
Total, Storm Drain Adjustments						\$ 1,275,038.92	
Water Main Adjustments							
1	6	DIP WATER MAIN	310	LF	\$ 75.13	\$ 23,290.30	
2	8	DIP WATER MAIN	5035	LF	\$ 83.15	\$ 418,660.25	
3	10	DIP WATER MAIN	125	LF	\$ 106.09	\$ 13,261.25	
4	12	DIP WATER MAIN	-4775	LF	\$ 113.03	\$ (539,718.25)	
5	12	GATE VALVE & BOX	-6	EA	\$ 4,713.34	\$ (28,280.04)	
6	10	GATE VALVE & BOX	1	EA	\$ 4,433.49	\$ 4,433.49	
7	8	GATE VALVE & BOX	14	EA	\$ 2,452.76	\$ 34,338.64	
8	6	GATE VALVE & BOX	6	EA	\$ 2,327.73	\$ 13,966.38	
9		FIRE HYDRANT ASSEMBLY (EXCLUDES BOLLARDS)	1	EA	\$ 7,695.98	\$ 7,695.98	
11	12X8	MJ DI CROSS	-1	EA	\$ 2,535.68	\$ (2,535.68)	
12	12X8	MJ DI TEE	-5	EA	\$ 1,451.36	\$ (7,256.80)	
13	12X8	MJ DI REDUCER	-1	EA	\$ 944.79	\$ (944.79)	
14	12	MJ DI CAP / PLUG	-1	EA	\$ 712.57	\$ (712.57)	
15	10X6	MJ DI TEE	1	EA	\$ 1,383.55	\$ 1,383.55	
16	10X8	MJ DI REDUCER	1	EA	\$ 1,058.49	\$ 1,058.49	
17	10	MJ DI 45 BEND	2	EA	\$ 1,140.14	\$ 2,280.28	
18	10	MJ DI CAP / PLUG	1	EA	\$ 707.07	\$ 707.07	
19	8X8	MJ DI CROSS	2	EA	\$ 1,378.96	\$ 2,757.92	
20	8X8	MJ DI TEE	6	EA	\$ 1,226.62	\$ 7,359.72	
21	8X6	MJ DI TEE	3	EA	\$ 1,133.74	\$ 3,401.22	
22	8	MJ DI BEND	2	EA	\$ 910.68	\$ 1,821.36	
23	8	MJ DI CAP / PLUG	3	EA	\$ 474.26	\$ 1,422.78	
24	6	MJ DI CAP / PLUG	3	EA	\$ 405.85	\$ 1,217.55	
25	2	BLOW-OFF ASSEMBLY	7	EA	\$ 2,334.42	\$ 16,340.94	
26		SAMPLE POINTS	5	EA	\$ 861.80	\$ 4,309.00	
28	6"	SEACOAST CANNON FLUSH ASSEMBLY - WM	3	EA	\$ 2,979.88	\$ 8,939.64	
29	8"	SEACOAST CANNON FLUSH ASSEMBLY - WM	4	EA	\$ 3,229.75	\$ 12,919.00	
30	10"	SEACOAST CANNON FLUSH ASSEMBLY - WM	1	EA	\$ 4,583.84	\$ 4,583.84	
31	12"	SEACOAST CANNON FLUSH ASSEMBLY - WM	-1	EA	\$ 4,682.86	\$ (4,682.86)	
32		TEST / FINALIZE WATER MAIN	695	LF	\$ 6.20	\$ 4,309.00	
Total, Water Main Adjustments						\$ 6,326.66	
Change Order Total, Roadway & Utility Adjustments						\$ 5,139,225.23	

ORIGINAL C.O. = \$5,627,023.14
 C.O. DEDUCT = (\$487,797.91)
 REVISED C.O. = \$5,139,225.23



*Monthly Managers Report
August 24, 2023*

Date of Report: 8/16/2023

Submitted by: Richard Salvatore

- **Completed Tasks**
 - “Emergency Call Box” has been installed in the gym.
 - The repair of the fire sprinkler backflow, by ADT, has been completed to pass the annual fire inspection.
 - Removal and replacement of dead or dying bushes in the pool deck light bed has been completed by CPM.

- **Ongoing Tasks**
 - Removal of dead/dying trees along the clubhouse lakebed by Arizoza Bros.

- **Future Items**
 - Addition of the following items:
 - Storage shed near the pump station.

- **Proposals for consideration**
 - Gym “After Hours” Usage Schedule.
 - Extended Evening hours and earlier morning hours
 - 5 AM open – 12 AM Close
 - Access Control Project (Bids provided)
 - Addition of access control on perimeter pool gates for additional safety and security.
 - Addition of access control points on the Pickleball and Tennis gate to eliminate the “lock and key” system currently in place, to stop unauthorized usage.
 - Extended hours are also possible with this system, ex: the early morning crowd can enjoy courts before work.
 - Addition of an “Aquatics Program” (Handout Provided)
 - Services include private, semi-privates, small group, and “Mommy and me” classes.
 - Vendor is used at other Vesta-managed properties and can provide lifeguard training, CPR training, and staffing for aquatics lessons.



Lifestyle Directors Report

Date of Report: 8/16/2023

Submitted by: Patrice Chiaramonte

Completed Events:

- **Sundae Fun Day – Sunday, June 4th, 1:00pm to 3:00pm**

This summer, Sundae Funday was introduced as a poolside party where patrons were invited to join their neighbors on the pool deck with a poolside ice cream bar, fixings galore, and lots of smiles.

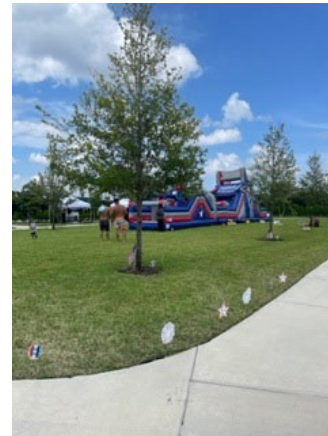


- **Tee Time – Saturday, June 17th, 12:00pm to 2:30pm**

What a great day for the Avenir Fathers & Grandfathers to tee off in the Event Hall for an afternoon of golf, darts, cornhole, and cards to celebrate Father’s Day. Festivities included a golf simulator and light bites! What a grand Par-Tee it was for all.

- **July 4th Celebration- Saturday, July 1st 1:00pm to 4:00pm**

The July 4th Event was a big hit, with Sixty-seven families stopping for summer fun. Patrons were greeted with a goody bag, The kids loved the obstacle course and stilt walker, while the adults gravitated more towards the food trucks and Caricature artists. All age groups mingled on the event lawn, enjoying a late afternoon ice cream treat, while the music added to the party atmosphere.



- **Rock the Block- Friday July 14th 6:00pm to 9:00pm**

Over eighty residents came out for an evening of pop-rock music from the Kinected Band. The event hall turned into a rock concert that the whole family enjoyed! Crazy Cuban Flavor & Royal Palm Ice Cream trucks were available for purchase in the front of the clubhouse.



- **Sundae Funday - Sunday July 23rd 1:00pm to 3:00pm**

This was the second Sundae Funday of the summer, based around ice cream, music, and crafts! DJ Danny provided the music while over fifty Patrons danced and enjoyed their ice cream! A craft area was also set up where patrons made Tye Dye towels.

- **Drive-In Movie Night - "Grease"- Friday, July 28th 7:00pm to 9:00pm**

The event hall was turned into a cozy movie theatre for Grease! Popcorn was served with candy, chips, and drinks for all participants.

- **Root Beer Float Day Sunday August 6th 1:00pm to 3:00pm**

This summer's third Sunday Funday was themed around "National Root Beer Float Day"! Residents enjoyed DJ Parisi, canvas arts & crafts, and freshly made Root beer floats!



- **Margarita Mingle -Saturday August 12th 4:30pm to 7:30pm**

Margarita Mingle was a great event! Twisted Smoke BBQ and Fuente de Sodas food trucks were on site for attendee enjoyment. Potions and Motions provided a cash bar and beverages while a one-man band set the tone for the island vibes with his live steel drum. It was a perfect end of summer party for all to kick back and spend time with their neighbors.



Upcoming Events:

- **Paint Night**

- **Friday, August 18th 6:30pm to 8:30pm**

Patrons will enjoy a night of relaxation and creativity with local artists in an open-air setting. They pre-pick their design prior to the event and will be guided and taught throughout their process. Held in the event hall, it will be a beautiful setting for an upscale art class to be enjoyed amongst friends.

- **Teen Night: Laser Tag**

- **Friday, August 25th , 8:00pm to 10:00pm**

This event is for the teens of Avenir! Laser Tag will be a night of fun and an opportunity for teens to meet and get to know each other in the community. The event hall will become a glow-in-the-dark laser tag field. We've received a large inquiry of requests for a teen night, and the community is pumped for this event!



Field Operations Manager Report

Date Submitted: 08\16\2023

Submitted by: Jorge Rodriguez

Completed Tasks

- The new shoe wash station for the Har-tru clay tennis courts has been installed.
- The East Entry Fountain fixture pump has been replaced, as was previously approved.
- Along Avenir Drive, the clubhouse stairs, the walkways, and the walls have been pressure washed, surface scrubbed, and treated for algae.
- The main entry of the clubhouse has been pressure washed, including the sidewalks, curbs, and pavers in the road.
- Several pavers at the pool deck that were sinking have been regraded and reinstalled.
- Two spigots have been installed along the Tennis court and playgrounds, to allow for water supply for pressure cleaning of these areas.
 - Weekly pressure cleaning is completed on both playgrounds now that water is available.
- Both water fountains at the tennis court and playground have been repaired.

Weekly Projects

- All maintenance items completed are tracked via a weekly checklist, but below is a brief overview of weekly and daily maintenance items.
 - All garbage cans outside the clubhouse and Avenir Drive sidewalks are emptied and cleaned weekly.
 - All garbage cans inside the tennis and pickleball courts are emptied and cleaned as needed.
 - All inside light fixtures are inspected daily, and replaced as needed.
 - Exterior Lights are inspected daily by security vendor.
 - 6 Clay Tennis Courts have been raked and rolled 3x per wee
 - Monday, Wednesday, Friday.
 - All Amenity grounds are blown every morning to remove debris, webs, and rabbit feces, and to ensure safe conditions.
 - The spider webs around the Club House and the Playgrounds have been cleaned weekly.
 - Both playgrounds are pressure washed weekly, including tightening and adjusting all equipment.
 - All pools, splash pad, spa, and fountains are maintained daily to DOH standards.

Current and Upcoming Projects:

- We are currently waiting on parts to fix the leaking pool rinse shower by the lap pool
 - This is an ongoing issue; the interior springs and valves controlling water flow have been failing.
- We are awaiting a solenoid valve and ignitor to repair the pool deck fire pit.



**AVENIR COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

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

2. *Proposer’s Experience (10 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 Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 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 (10 Points).*

Present ability to manage this project and the 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 (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2022/2023, 2023/2024 and 2024/2025
With Two Year Option (2025/2026 and 2026/2027)
Palm Beach County, Florida**

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than September 27, 2023 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding 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. REJECTION OF 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 two (2) copies of the Proposal Documents and one digital copy, 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 – Avenir Community Development District” on the face of it.

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. After proposals are opened by the District, no proposal may be withdrawn 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 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 position or title of all personnel to perform work on the District audit. Include resumes or 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.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract 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 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 Request for Proposals, Evaluation Criteria, or other contract documents.

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

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency ~~is~~ shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, or elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 20, 2023

RE: 2023 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2023 – 134, Laws of Florida (SB 346). The legislation requires contracts for construction services between a local government entity and a contractor to include a “punch list”¹ of items required to render complete, satisfactory, and acceptable the construction services contracted for, which punch list outlines the estimated cost of each item necessary to complete the work. The law requires local governments to pay all portions of the contract balance, except for 150 percent of the portion of the contract balance attributed to those projects on the punch list, within 20 days after the punch list is created, subject to certain exceptions. The legislation limits a local government’s ability to withhold payment of certain amounts under the contract to only those subject to a written good faith dispute or claims against public surety bonds. The law clarifies that a local government must pay the undisputed portions of a contract within 20 days of the request for payment. Lastly, the legislation amends the definition of “public works project” in section 255.0992, F.S., to include any construction, maintenance, repair, renovation, remodeling, or improvement activity that is paid for with state-appropriated funds. The effective date of this act is July 1, 2023.

2. Chapter 2023 – 17, Laws of Florida (SB 102). The legislation makes various changes and additions to affordable housing related programs and policies at both the state and local level. With regard to local governments, the law:

- Preempts local government requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.

¹ The punch list is created within a contractually-specified timeframe after the contractor reaches substantial completion of the construction services as defined in the contract, or if that is not defined, then after the project reaches beneficial occupancy or use. If the contract is valued at less than \$10 million, then the punch list must be developed within 30 calendar days; if the contract is valued at \$10 million or more, then the punch list must be developed within 45 calendar days.

- Removes a local government’s ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes a provision that allows local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the Florida Housing Finance Corporation, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The effective date of this act is July 1, 2023.

3. Chapter 2023 – 31, Laws of Florida (SB 1604). The law makes a number of changes relating to comprehensive plans and land development regulations. Of interest to special districts, section 4 of the legislation amends section 189.031, F.S., to preclude independent special districts from complying with the terms of any development agreement, which is executed within three months preceding the effective date of a law, which modifies the manner of selecting members of the governing body of the special district from election to appointment or appointment to election. The newly elected or appointed governing body of the special district must review within four months of taking office any such development agreement and vote on whether to seek readoption of the agreement. The law applies to any development agreement that is in effect on, or is executed after July 1, 2023, which is the effective date of this law. Section 4 of the Act expires July 1, 2028, unless reviewed and reenacted by the Legislature.

4. Chapter 2023 – 28, Laws of Florida (HB 3). This legislation codifies and extends the policy adopted by the Trustees² requiring all investment decisions relating to the state retirement system be based solely on pecuniary factors³. The law extended that policy to all funds managed by the State Board of Administration (SBA), all funds of the state Treasury, all local government retirement plans, investments of local government surplus funds, and investments of funds raised by citizen support and direct-support organizations. Investment managers who invest public funds on behalf of any of these entities may not sacrifice investment return or take additional investment risk to promote any non-pecuniary factor. The law requires any contract between a governmental

² The Governor, Chief Financial Officer, and Attorney General serve as the SBA’s Board of Trustees.

³ The term “pecuniary factor” is defined as a factor that is expected “to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.”

entity⁴ and an investment manager executed, amended, or renewed on or after July 1, 2023, to contain a provision requiring the investment manager to include a disclaimer in an external communication, if the communication is to a company in which the investment manager has invested public funds and discusses social, political, or ideological interests. The required disclaimer must state: “The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the state of Florida.” All contracts with investment managers executed, amended, or renewed on or after July 1, 2023, may be unilaterally terminated if certain communications of an investment manager include discussion of social, political, or ideological interests and omit the required disclaimer.

In addition, the legislation prohibits bond issuers⁵ from issuing an environmental, social, and corporate governance (ESG) bond or paying for a third-party verifier that certifies or verifies that a bond may be designated or labeled as an ESG bond⁶, renders opinions or produces a report on ESG compliance, among other ESG-related services. Issuers are also prohibited from contracting with a rating agency whose ESG scores for the issuer will have a direct, negative impact on the issuer’s bond ratings.

The act further prohibits consideration of social, political, or ideological beliefs in state and local government contracting, and explicitly notes that this includes all political subdivisions of the state. Specifically, the law prohibits an awarding body from (1) requesting documentation or considering a vendor’s social, political, or ideological beliefs when determining if the vendor is a responsible vendor; or (2) giving a preference to a vendor based on the vendor’s social, political, or ideological beliefs.

Lastly, the legislation amends the definition of a “qualified public depository” to prohibit government entities from depositing funds in banks that make it a practice to deny or cancel services of their customers based on a person’s political opinions, speech, affiliations, lawful ownership or sales of firearms, production of fossil fuels or other factors related to ESG. Pursuant to current law, all public deposits may only be deposited in a qualified public depository. The effective date of this legislation is July 1, 2023.

5. Chapter 2023 – 32, Laws of Florida (SB 258). The legislation bans the use of prohibited applications⁷ on devices issued to an employee or officer by a public employer, or otherwise used on a network that is owned, operated, or maintained by a public employer. This law requires the Department of Management Services (DMS) to create and maintain a list of prohibited applications of any Internet application that it deems to present a security risk in the form of

⁴ The law defines “governmental entity” to mean a state, regional, county, municipal, special district, or other political subdivision whether executive, judicial, or legislative, including, but not limited to, a department, division, board, bureau, commission, authority, district, or agency thereof, or a public school, Florida College System institution, state university, or associated board.

⁵ Any public body corporate and politic authorized or created by general or special law and granted the power to issue bonds.

⁶ An ESG bond is any bond that has been designated or labeled as a bond that will be used to finance a project with an ESG purpose, including, but not limited to, green bonds, Certified Climate Bonds, GreenStar designated bonds, and other environmental bonds marketed as promoting a generalized or global environmental objective; social bonds marketed as promoting a social objective; and sustainability bonds and sustainable development goal bonds marketed as promoting both environmental and social objectives. It includes bonds self-designated by the issuer as ESG-labeled bonds and those designated as ESG-labeled bonds by a third-party verifier.

⁷ A “prohibited application” is defined as any application that participates in certain activities, such as conducting cyber-espionage against a public employer, and that is created, maintained, or owned by a foreign principal.

unauthorized access to, or temporary unavailability of the public employer’s records, digital assets, systems, networks, servers, or information. Public employers must block access to any prohibited application via their wireless networks and virtual private networks; restrict access to any prohibited application on any government cell phone, laptop, desktop computer, tablet computer, or other electronic device that can connect to the Internet that has been issued to an employee or officer for a work-related purpose; and retain the ability to remotely wipe and uninstall any prohibited application from any such device that is believed to have been adversely impacted by a prohibited application. The legislation requires an employee or officer of a CDD to remove any prohibited application from his or her government-issued device within 15 days of the DMS’ publication of its list of prohibited applications, and within 15 days of any subsequent update to the list of prohibited applications. The effective date of this legislation is July 1, 2023.

6. Chapter 2023 – 33, Laws of Florida (SB 264). The legislation restricts the issuance of government contracts or economic development incentives to foreign entities that are owned by, controlled by or organized under the laws of a foreign country of concern⁸. The law further prohibits a foreign principal⁹ from owning or acquiring agricultural land or other interests in real property on or within 10 miles of a military installation or critical infrastructure facility. A foreign principal that owns agricultural land acquired before July 1, 2023, may continue to hold such land and must register with the Florida Department of Agriculture and Consumer Services (DACS) by January 1, 2024. If the property owned or acquired before July 1, 2023, is on or within 10 miles of a military installation or critical infrastructure facility, the foreign principal must similarly register with the Department of Economic Opportunity by December 31, 2023. The law prohibits the People’s Republic of China, the Chinese Communist Party, its officials and members, other political party official or members, other legal entities or subsidiaries organized under the laws of, or having a principal place of business in, China or its political subdivisions, or other persons domiciled in China, who are not U.S. citizens or lawful permanent residents of the United States, from purchasing or acquiring an interest in, real property in Florida. Finally, the act amends s. 836.05, F.S., relating to criminal threats and extortion, to provide that a person who violates the statute while acting as a foreign agent for the purpose of benefitting a foreign country of concern, commits a first degree felony. The effective date of this legislation is July 1, 2023.

7. Chapter 2023 – 264, Laws of Florida (SB 7008). The legislation amends Section 119.071(3)(c)1., F.S., to save from repeal, the public records exemption for information relating to the following information held by an agency:

- Building plans;
- Blueprints;
- Schematic drawings; and

⁸ The People’s Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People’s Republic of Korea, The Republic of Cuba, The Venezuelan Regime of Nicolas Maduro, or The Syrian Arab Republic, including any agency of or other entity within significant control of such foreign country of concern.

⁹ “Foreign principal” means: The government or any official of the government of a foreign country of concern; A political party or member of a political party or any subdivision of a political party in a foreign country of concern; A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a foreign country of concern, or a subsidiary of such entity; or o Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States.

- Diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development.

The effective date of this act is October 1, 2023.

8. Chapter 2023 – 75, Laws of Florida (HB 7007). The legislation removes the scheduled repeal date of the public record and public meeting exemptions for security or fire safety system plans under Sections 119.071(3)(a) and 286.0113(1), F.S., thereby maintaining the public record and public meeting exemptions for such plans. The effective date of this act is October 1, 2023.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.