

PROJECT MANUAL



Scope of Work:

LANDSCAPE & IRRIGATION MAINTENANCE **AVENIR CDD PHASE ONE AND PHASE TWO**

Prepared for:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

2501A Burns Road
Palm Beach Gardens, FL 33410

Prepared by:



BALLBÉ & ASSOCIATES, INC.

3564 N. Ocean Boulevard
Fort Lauderdale, Fl. 33308
(954) 491-7811

April 29, 2024

Date: April 29, 2024

Re: **LANDSCAPE & IRRIGATION MAINTENANCE**
AVENIR CDD PHASE ONE AND PHASE TWO
City of Palm Beach Gardens, Palm Beach County, Florida

Project No.: **201622**

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

The contract will require contractors to provide construction services for the Project, as more particularly described in the Project Manual and in accordance with the plans and specifications. The Project Manual is available by contacting the District Engineer, Carlos J. Ballbé, P.E. at BALLBE & ASSOCIATES, INC., 3564 N. Ocean Boulevard, Fort Lauderdale, Florida 33308, or at carlos@baeng.us.

Work commencement tentative date – October 1st, 2024.

The Project Manual will include, but not limited to, the request for proposals, contract documents, construction plans and specifications.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



Carlos J. Ballbé, P.E., LEED® A.P.

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PROJECT DESCRIPTION

The District is seeking bids for the maintenance of the landscape and irrigation system within the AVENIR community. The general services to be rendered consist of the following:

A. LAWN SERVICE:

- 1) Cutting lawn **42** times per year as follows:
 - a) Three (3) cuttings per month for the months of January, February, March, October, November, and December.
 - b) Four (4) cuttings per month for the months of April, May, June, July, August and September.
- 2) Weeding of plant beds 12 times per year.
- 3) Trimming hedges 12 times per year.
- 4) Ornamentals:
 - a) Ixora, Hibiscus, Trinettes, etc. will be trimmed as needed using correct Horticultural Practices.
 - b) Edging or weed eating of all walkways, flower beds, perimeters of buildings and streets, but excluding edging of corrugated aluminum, plastic, glass, or plastic sheeting. Stone covered flower beds that do not have steel, cement or brick borders will not be edged.
 - c) Removal from property of all debris resulting from work on the same day that services are rendered.
 - d) Occasionally broken and nuisance tree limbs, brown palm fronds and fronds hitting structures that can be reached with extension saws from the ground will be removed up to 12 (twelve) feet. This service is not a replacement for normal annual tree trimming services. Lower branches and suckers will be trimmed to a clean height of 8 (eight) feet.
 - e) All turf obstacles shall be identified. Where possible all turf shall be free of obstacles as to prevent damage from equipment i.e. trees, landscape lighting, seating, statuary. Where necessary turf obstacles shall be maintained with a string trimmer.
 - f) Roses should be trimmed back, dead headed and fertilized consistently so as to promote healthy and even growth and consistent budding.
- 5) Replace dead common area sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the District Manager in advance. Contractor should take care to not scalp the sod by adjusting mower height as needed.

- 6) Edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.
- 7) Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.
- 8) Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.
- 9) Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with District Manager.
- 10) All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, etc.

B. FERTILIZATION AND SPRAY SERVICES:

- 1) Lawn fertilization four (4) times per year.
- 2) Fertilization of shrubs & ornamentals four (4) times per year.
- 3) Trees four (4) times per year.

- 4) Integrated Pest Management monthly. Spray technician will visit the property. At that time, they will make a thorough inspection of all the above areas and apply the necessary products to control insects and weeds.
 - a) Weeds and insects in lawns will be treated as required.
 - b) Chewing insects such as Aphids on shrubs and ornamentals will be treated as required.
 - c) Call backs will be done at no additional charge.

Insects not covered under pest control specification include diamond or lac scale, ficus whitefly (any forms of whitefly), Nematodes, Asian scale, newly identified pest diseases and fungus. The treatment of these insects will be provided by a separate purchase order or change order should the need arise to treat for these pests.

- 5) The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds around Amenity Center and Amenities should be weeded by hand on a regular basis.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

- 6) Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.
- 7) Dead plants should be removed from all landscaping beds while performing maintenance in that area each week or month. Contractor should provide a proposal to District Manager each month to replace all dead and removed shrubs and plants in common area beds. Dead and replacement plants located on individual lots should be discussed with owner. *"A missing shrub is better than a dead shrub"*.

C. IRRIGATION SERVICES:

The Contractor shall visually inspect the entire common area irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season. Services to be provided include but are not limited to the items listed below:

- 1) Inspection of all the sprinkler heads zone by zone.
- 2) All sprinkler heads shall be checked for proper operation and coverage monthly. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.
- 3) Replace or repair broken sprinkler heads caused by the Contractor's employees and/or equipment.
- 4) Clean and adjust heads to insure proper coverage.
- 5) Verify correct operation of control valves. The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids, and replacing as needed. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.
- 6) The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed based on season and rainfall amounts.
- 7) Inspect controllers for proper operation.
- 8) Reprogram controllers according to seasonal requirements or imposed restrictions.
- 9) Any services or repairs not listed above will be contracted by a separate purchase order or change order. Provide hourly rates for the following services:
 - a) Labors for repairs
 - b) Technicians for repairs
 - c) Technicians assistants for repairs

D. OPTIONAL SERVICES:

Provide budget for following optional services:

- a) Mulching
- b) Replacing Seasonal Annuals
- c) Tree Trimming

E. OTHER INCLUDED:

- a) Furnish a monthly work schedule on or before the first of each month outlining the specific work to be performed pursuant to this agreement for the following month.
- b) Bidder shall be available in the event Avenir Community Development District deems it necessary to have specific work done prior to or after a major storm or act of nature. Any major repair or extra work done due to storms or acts of nature are not to be covered in the above stated services.
- c) Bidder shall assure that there are qualified workers on the job site to complete all phases of their operation, within reasonable time limits. The Bidder will see that their crews are kept together and are not scattered about the property. Bidder's employees are supervised by an English speaking, experienced supervisor who will be on the job site during working hours.
- d) Bidder shall perform all our services herein so as to be in compliance with laws, ordinances and regulations of federal, state, county and municipal authorities as may be applicable.
- e) Bidder shall provide a uniform shirt and hat to all of its employees who are performing work on the property.
- f) The Bidder will guarantee that the work in this contract will be finished in a timely manner and any work left undone will be corrected or repaired without delay on the following business day.

F. RESPONSIBILITIES:

- a) Bidder will be responsible for and will guarantee all work outlined above.
- b) Shrubs, trees or plants, as well as sprinkler heads damaged by Bidder shall be replaced Bidder at Bidder's expense.

G. GENERAL CONDITIONS:

Refer to attached documents.



H. MISCELLANEOUS:

N/A

BID FORMAT

This Bid Format is intended to cover the landscape and irrigation services delivered to Avenir Community Development District. Plans have been provided to delineate the area of service and work to be performed; maintenance of the landscape and irrigation shall comply with the design and specification standards shown on the plans.

In order to determine accurate pricing for the landscape and irrigation services to be delivered to the District, Bidders shall refer to the Landscape and Irrigation Maintenance Specifications which provide the details of the work to be performed by the Bidders if awarded the Contract.

The bid amounts shall be completed by the Bidder. The bid amount entered shall correspond with the scope of services provided in the Landscape and Irrigation Maintenance Specifications for the District.

Bidder shall provide bid prices for the items listed above and as necessary to perform the Work specified on the bid documents.

The bid price for the Work shall be broken down as follows (use attached Excel file provide for reference):

MISCELLANEOUS INFORMATION

1. SCOPE OF WORK

The Landscape and Irrigation Maintenance Contractor (the "Contractor") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within District's areas described in the bid form throughout the contract period, as specified per the contractual agreement.

2. *Contract Period & Renewal:*

The term of this landscape service contract shall be for One (1) year with an automatic renewal of one year, upon mutual agreement of both parties. Contract will also include option for either party to terminate at any point given 30-days' notice.

3. Contractor Requirements:

All employees shall wear matching shirts identifying company. Contractor shall be required to inform District Manager when Contractor has damaged property. Contractor shall also be solely responsible for hiring a contractor to make the repairs to the District's property and paying for the cost of said repairs.

4. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit.

5. Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District's representative on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the District Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies District Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

6. Attendance at meetings:

Upon request by the District, the contractor shall attend CDD Board meetings.

7. Reporting:

The Contractor is required to provide the following information:

- Monthly Common Area Irrigation Inspection Reports
- Monthly Detailing Service Reports

- Fertilization / Pest Control Reports
- Annual Flower Types and Design for approval prior to install

SECTION 10
INVITATION TO BID

- 10.1 Sealed bids will be received by **Jason Pierman**, District Manager on behalf of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT** (Owner). The bids shall be based on selling and delivering all necessary labor, materials, equipment and services for the completion of the Work, including the installation of materials, supplies and equipment for the construction of **LANDSCAPE & IRRIGATION MAINTENANCE AVENIR CDD PHASE ONE AND TWO.**

There will be a **mandatory virtual pre-proposal conference** held via Zoom on **April 29, 2024, at 11:30 a.m.** Participants may attend the Meeting and provide questions or comments by accessing the meeting through the link provided on the District's website, www.avenircdd.org, or by utilizing the following login information:

Join by URL for VIDEO ACCESS at:

<https://us02web.zoom.us/j/3341025012?omn=87939971241>

Join by PHONE for TELEPHONIC ACCESS at: 305-224-1968

Meeting ID: 334 102 5012

Firms desiring to provide services for the Project must submit one (1) electronic copy of the required proposal **via email to the District Manager at jpierman@sdsinc.org** with subject marked **"Avenir CDD Landscape & Irrigation Maintenance RFP Response"** no later than **May 20, 2024 at 11:30 a.m.** Although the District Manager will endeavor to acknowledge receipt of each email, it is ultimately the responsibility of each firm to confirm that their proposal was received prior to the deadline.

The District Manager and District Engineer will conduct a special public meeting on **May 20, 2024 at 12:00 noon** at the District Manager's office, located at 2501A Burns Road, Palm Beach Gardens, FL, 33410, to open the proposals. In-person attendance is permitted, but participants are encouraged to attend the meeting via Zoom and provide questions or comments by accessing the meeting through the link provided on the District's website, www.avenircdd.org, or by utilizing the following login information:

Join by URL for VIDEO ACCESS at:

<https://us02web.zoom.us/j/3341025012?omn=87939971241>

Join by PHONE for TELEPHONIC ACCESS at: 305-224-1968

Meeting ID: 334 102 5012

No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Manager, at the District's Manager's office, or (561) 630-4922. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this

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INVITATION TO BID

meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

- 10.2 The bidder shall submit along with his bid evidence that he is licensed to perform the work and services or qualified by examination to be so licensed.
- 10.3 Bids shall be for the project in its entirety. Partial bids shall not be accepted, unless requested by the Engineer or Owner.
- 10.4 The landscape and irrigation maintenance shall include all of the landscape and irrigation shown on the construction plans and shall conform to the specifications shown on the plans and contract documents.
- 10.5 Bids will be evaluated in accordance with the criteria included in the Project Manual (Section 20 – Instructions to Bidders). The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.
- 10.6 If the INSTRUCTION TO BIDDERS is not included in this document then the instruction to bidders shall be as described in the "STANDARD FORM OF INSTRUCTION TO BIDDERS" as presented jointly by the Professional Engineer in Private Practice (a practice division of the National Society of Professional Engineers), by the American Consulting Engineers Council and by the Construction Specification Institute.
- 10.7 RESERVED
- 10.8 A sample form of the AGREEMENT has been provided with the bid documents.

Owner reserves the right to use any form of Agreement.

- 10.9 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 10.10 Section 287.135, F.S. requires any company submitting a bid or proposal on certain contracts/bids to certify that they are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, that the company is not participating in a boycott of Israel, and that the

SECTION 10
INVITATION TO BID

company does not have business operations in Cuba or Syria.

The Scrutinized Company Certification Form has been provided with the bid documents.

- 10.11 Any person who wishes to protest this notice or the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of the notice, for protests related to the notice, or, for protests related to the Project Manual, within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- 10.12 All questions regarding the Project Manual or the Project shall be directed in writing by email only to the District Engineer, Ballbe & Associates, Inc., Carlos J. Ballbe, P.E., email address: carlos@baeng.us. No phone inquiries please.

SECTION 20

INSTRUCTION TO BIDDERS

20.1 DEFINED TERMS

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

20.2 COPIES OF BIDDING DOCUMENTS

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

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

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

20.3 QUALIFICATIONS OF BIDDERS

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

20.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

Reference is made to the Supplementary Conditions for the identification of those

SECTION 20

INSTRUCTION TO BIDDERS

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

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

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

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

20.5 INTERPRETATIONS

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

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

20.6 RESERVED

20.7 CONTRACT TIME

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

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INSTRUCTION TO BIDDERS

20.8 RESERVED.

20.9 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" Items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement."

20.10 SUBCONTRACTORS, ETC.

If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

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

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

20.11 PREPARATION OF BID

SECTION 20

INSTRUCTION TO BIDDERS

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

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

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

1. A Bid by an individual shall show his name and official address.
2. A Bid by a partnership must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership shall be shown.
3. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and the official corporate address shall be shown.
4. All names must be printed below the signature.
5. Contractor's license or registration number shall be entered in the space provided on the Bid Form.

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

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

20.12 PROJECT SCHEDULE

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

20.13 SUBMISSION OF BIDS

Bids shall be submitted prior to the time and at the place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and if required

SECTION 20

INSTRUCTION TO BIDDERS

accompanied by the Bid Security, if applicable, and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids shall be addressed to:

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

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

20.14 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

20.15 OPENING OF BIDS

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

Bids received by mail or otherwise after the time specified for the opening of Bids

SECTION 20

INSTRUCTION TO BIDDERS

as indicated in the Notice to Bidders will not be accepted and will be returned to the Bidder unopened.

20.16 BIDS TO REMAIN OPEN

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

20.17 ACKNOWLEDGMENTS

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

1. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby.
2. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the maintenance services and its costs.
3. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and the developer.
4. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
5. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of his industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
6. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.

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INSTRUCTION TO BIDDERS

7. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.
8. The Contractor shall submit an itemized schedule of values outlining all work items which will be used for monthly pay requests.
9. The Proposer shall specify subcontractors to be used for major work items.
10. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
11. All signage shall be included in this proposal.
12. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until twelve (12) months after acceptance by all applicable regulatory authorities or as otherwise provided in the Contract Documents.
13. Contractor shall be required to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible, in accordance with 2 C.F.R. § 200.321.

20.18 BASIS OF AWARD/RIGHT TO REJECT

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

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms, all as more particularly described in the Evaluation Criteria set forth in Section 20.21 below. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

SECTION 20

INSTRUCTION TO BIDDERS

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

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

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

The contract may not be awarded to the lowest Bidder and may be awarded to a Bidder whose evaluation, based on the Evaluation Criteria in Section 20.21 below by Owner indicates to Owner that the award will be in the best interests of the Project.

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

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

20.19 PROTESTS

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

SECTION 20

INSTRUCTION TO BIDDERS

source evaluation, protests, disputes, and claims.

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

20.20 MANDATORY AND PERMISSIVE REQUIREMENTS

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

20.21 EVALUATION CRITERIA

1. *Personnel.* (15 Points)

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

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

(E.g., past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; compliance with applicable public policy; character, integrity, reputation of respondent, etc. Familiarity with the project and experience working on project in Palm Beach Gardens and with S)

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

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

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INSTRUCTION TO BIDDERS

4. *Price.* (45 Total Points)

Points available for price will be allocated as follows:

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

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

5. *Schedule.* (10 Points)

Points available for schedule will be allocated as follows:

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

20.22 RESERVED

20.23 CONTRACTOR'S INSURANCE

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

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

20.24 EXECUTION OF AGREEMENT

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

SECTION 20
INSTRUCTION TO BIDDERS

will deliver fully signed counterparts to the CONTRACTOR.

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

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: 5/15/2024

Dear Mr. Pierman:

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

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

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

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 30 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. 201364290 issued by Palm Beach, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: BrightView Landscape Services Inc.

ADDRESS: 13710 Okeechobee BLVD, Loxahatchee, FL 33470

BY: *Jose Zepeda*

TITLE: Senior Branch Manager

SECTION 40-1
FORM OF PROPOSAL

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

LAWN SERVICE/ FERTILIZATION AND SPRAY SERVICES/ IRRIGATION SERVICES

<i>Item No.</i>	<i>Description</i>	<i>A. Lawn Service</i>	<i>B. Fertilization and Spray Services</i>	<i>C. Irrigation Services</i>
		<i>Yearly Amount</i>	<i>Yearly Amount</i>	<i>Yearly Amount</i>
1A	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One Landscape Maintenance	\$ 121,968.00	\$ 35,248.75	
1B	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One Irrigation Maintenance			\$ 25,224.00
2A	Avenir Site Plan #1 – Town Center Access Drive Landscape Maintenance	\$ 7508.8	\$ 1501.76	
2B	Avenir Site Plan #1 – Town Center Access Drive Irrigation Maintenance			\$ 3,014.00
3A	Avenir Site Plan #1 - Northlake Boulevard Parkway Landscape Maintenance	\$ 18,819.68	\$ 3,763.94	
3B	Avenir Site Plan #1 - Northlake Boulevard Parkway Irrigation Maintenance			\$ 6,763.94
4A	Northlake Boulevard Median Phase 1 Landscape Maintenance	\$ 15,290.99	\$ 3,058.20	
4B	Northlake Boulevard Median Phase 1 Irrigation Maintenance			\$ 3,028.00
5A	Coconut Boulevard (Spine Road #2) Landscape Maintenance	\$ 94,034.82	\$ 18,806.96	
5B	Coconut Boulevard (Spine Road #2) Irrigation Maintenance			\$ 14,112.00
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two Landscape Maintenance	\$ 50,355.36	\$ 6,042.64	
7A	Northlake Boulevard Median Phase Two Landscape Maintenance	\$ 29,882.60	\$ 5,976.52	

7B	Northlake Boulevard Median Phase Two Irrigation Maintenance			\$ \$5,070.00
8A	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Landscape Maintenance	\$ \$161,493.20	\$ \$32,298.64	
8B	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Irrigation Maintenance			\$ \$42,336.00
9A	Avenir Parcel A-4 West East Landscape Buffer Landscape Maintenance	\$ \$34,078.88	\$ \$4,089.47	
9B	Avenir Parcel A-4 West East Buffer Irrigation Maintenance			\$ \$3,042.00
9C	Avenir Parcel A-4 CDD Park Landscape Maintenance	\$ \$20,129.43	\$ \$4,025.89	
9D	Avenir Parcel A-4 CDD Park Irrigation Maintenance			\$ \$2,014.00
10A	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Landscape Maintenance	\$ \$181,457.32	\$ \$36,291.46	
10B	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Irrigation Maintenance			\$ \$44,448.00
11A	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Landscape Maintenance	\$ \$90,410.76	\$ \$18,082.15	
11B	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Irrigation Maintenance			\$ \$22,082.15
12A	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six Landscape Maintenance	\$ \$56,459.04	\$ \$11,291.81	
13A	Avenir Town Center Northlake Blvd. Parkway Buffer Landscape Maintenance	\$ \$18,787.89	\$ \$3,757.58	
13B	Avenir Town Center Northlake Blvd. Parkway Buffer Irrigation Maintenance			\$ \$4,056.00

14	Avenir – Parcel C Northlake Parkway Landscape Maintenance	\$ \$12,531.62	\$ \$2,506.32	
15	Avenir – Parcel D Medical Center Northlake Parkway Landscape Maintenance	\$ \$12,531.62	\$ \$2,506.32	
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads) Landscape Maintenance	\$ \$56,459.04	\$ \$11,291.81	
17A	Avenir Pump Station Landscape Maintenance	\$ \$56,459.04	\$ \$11,291.81	
17B	Avenir Pump Station Irrigation Maintenance			\$ \$5,070.00
18A	Avenir Parcel A-1 / Avenir Town Center Buffer Landscape Maintenance	\$ \$68,094.18	\$ \$13,618.84	
18B	Avenir Parcel A-1 / Avenir Town Center Buffer Irrigation Maintenance			\$ \$9,112.00
<i>SUB-TOTAL =</i>		\$ 1,106,752.27	\$ \$225,450.87	\$ 189,372.09
<i>GRAND TOTAL =</i>				\$ 1,521,575.23
<i>YEARLY PRICING ESCALATOR =</i>				<u>3%</u>

OPTIONAL SERVICES

<i>Item No.</i>	<i>Description</i>	<i>Mulching (Blown in 2inch)</i>	<i>Replacing Seasonal Annuals</i>	<i>Palm Tree Trimming *Hardwood Excluded</i>
		<i>Per Occurrence</i>	<i>Per Occurrence</i>	<i>Per Occurrence</i>
1	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One	\$ TBD	\$ TBD	\$ \$20,562
2	Avenir Site Plan #1 – Town Center Access Drive	\$ \$2,597	\$ TBD	\$ \$940.00
3	Avenir Site Plan #1 - Northlake Boulevard Parkway	\$ TBD	\$ TBD	\$ \$11,520.00
4A	Northlake Boulevard Median Phase 1	\$ \$11,907.00	\$ TBD	\$ \$5,100.00
5A	Coconut Boulevard (Spine Road #2)	\$ TBD	\$ TBD	\$ \$7995.00
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two	\$ TBD	\$ TBD	\$ TBD
7	Northlake Boulevard Median Phase Two	\$ 14,308.00	\$ TBD	\$ \$3,192.00
8	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three	\$ TBD	\$ Tbd	\$ \$8,785.00
9A	Avenir Parcel A-4 West Landscape Buffer	\$ TBD	\$ TBD	\$ \$5,820.00
9C	Avenir Parcel A-4 CDD Park	\$ TBD	\$ TBD	\$ TBD
10	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four	\$ TBD	\$ TBD	\$ \$23,070.00

11	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five	\$ TBD	\$ TBD	\$ \$21,690.00
12	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six	\$ TBD	\$ TBD	\$ \$12,690.00
13	Avenir Town Center Northlake Blvd. Parkway Buffer	\$ TBD	\$ TBD	\$ \$5,130.00
14	Avenir – Parcel C Northlake Parkway	\$ TBD	\$ TBD	\$ \$4,770.00
15	Avenir – Parcel D Medical Center Northlake Parkway	\$ \$9,506.00	\$ TBD	\$ \$4,530.00
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads)	\$ TBD	\$ \$994.00	\$ \$5,535
17	Avenir Pump Station	\$ TBD	\$ TBD	\$ \$3,660.00
18	Avenir Parcel A-1 / Avenir Town Center Buffer	\$ TBD	\$ TBD	\$ \$51,186.00
<i>SUB-TOTAL =</i>		\$ \$38,318.00	\$ \$994.00	\$ \$196,175.00
<i>GRAND TOTAL =</i>				\$ \$235,487.00
<i>YEARLY PRICING ESCALATOR =</i>				<u>3%</u>

OTHER SERVICES:

Item No.	Description		
LABOR INFORMATION			
1	# of Crew Members Weekly During Growing Season		# 30
2	# of Crew Members Weekly During non-growing season		# 22
3	# of Crew Irrigation Maintenance		# 2
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr \$78
SOD / SEE REPLACEMENT			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf \$1.10
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf \$1.00
3	Bahia (s.f.)	As Needed/Requested	\$/sf \$.70
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr \$40
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr \$40

The above listed items include all the scope of services listed above. Bidder to modify sample bid form provided to add any additional information, services and costs required to properly provide the services.

Avenir Club house	<u>Landscape Maintenance</u>	<u>Fertilizer and Spray</u>	<u>Irrigation</u>
Total Per Year	\$65,010.00	\$13,002.00	\$5,070.00
		Grand Total	<u>\$83,082.00</u>

SECTION 40-2
SUBCONTRACTOR FORM

Bidder shall set forth below:

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

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

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	Contractor License Number
0	n/a	n/a	n/a

BIDDER: BrightView Landscape Services Inc.

ADDRESS: 13710 Okeechobee BLVD, Loxahatchee, FL 33470

BY: *Jose Zepeda*

TITLE: Senior Branch Manager

Scrutinized Company Certification

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

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

VENDOR/COMPANY NAME:

BrightView Landscape Services Inc.

SIGNATURE and DATE:

Jose Zepeda 5/17/2024

NAME AND TITLE:

Jose Zepeda Senior Branch Manager

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