



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CITY OF PALM BEACH GARDENS  
SPECIAL BOARD MEETING  
JULY 1, 2024  
12:30 P.M.**

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

[www.aveniredd.org](http://www.aveniredd.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  
**SPECIAL BOARD MEETING**  
July 1, 2024  
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 23, 2024, Regular Board Meeting
- G. Old Business
- H. New Business
  - 1. Consider Landscape Maintenance Contract Award (Common Area and Clubhouse)
  - 2. Consider Approval of Clubhouse Management Agreement 1st Amendment
- I. Change Orders
  - 1. Consider Approval of Spine Road Phase 2 – Centerline Pod 15 Turn Lane Revisions CO#7 (\$207,860.84)
  - 2. Consider Approval of Town Center Bypass Roads - H&J CO#3 – Misc. plan revisions (\$146,453.70)
  - 3. Consider Approval of Town Center Bypass Roads - H&J CO#5 – Landscape & Irrigation (\$920,850.00)
  - 4. Consider Approval of Spine Road 5, 6 and Town Center Bypass Roads – SPF COs
- J. Consent Agenda
  - 1. Consider Ratification of Town Center Public Utility Easements
  - 2. Consider Ratification of SUA Easement Dedications for Avenir Spine Road Phase 3
  - 3. Consider Ratification of Easement to SFWMD for Access to C-18 Canal
  - 4. Consider Ratification of FPL UG Agreement
  - 5. Consider Ratification of Spine 3 - SUA Bill Of Sale
- K. Clubhouse
  - 1. Clubhouse Management Update
- L. Administrative Matters
- M. Board Member Comments
- N. Adjourn



AVENIR COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF SPECIAL BOARD OF SUPERVISORS MEETING

The Board of Supervisors (the Board) of the Avenir Community Development District (the District) will hold a Special Board Meeting on July 1, 2024, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of considering any business that may properly come before the Board.

A copy of the agenda may be obtained from the Districts website seven (7) days prior to the Regular Board Meeting 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 Regular Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Regular Board 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 Regular Board 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.avenircdd.org](http://www.avenircdd.org)  
6/21/24 10290300

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 23, 2024**

**A. CALL TO ORDER**

The May 23, 2024, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 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 Regular Board Meeting had been published in the *Palm Beach Post* on October 13, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero (via phone) and Supervisors Daniel Lopez, Rodolfo Stern and Rosa Schechter 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 Rep. Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were Michael McElligott of Special District Services, Inc.; and the following District residents: Mark Moran, Rich Leonard, Barry Ratz and Robyn Levy.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

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

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. April 10, 2024, Regular Board Meeting**

The minutes of the April 10, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the minutes of the April 10, 2024, Regular Board Meeting, as presented.

**G. OLD BUSINESS**

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

**H. NEW BUSINESS**

**1. Consider Resolution No. 2024-08 – Approving the Process for Requesting Temporary Access Over District Property for Landowner Improvements**

Resolution No. 2024-08 was presented, entitled:

**RESOLUTION 2024-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROCESS FOR REQUESTING TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LANDOWNER IMPROVEMENTS; PROVIDING FOR A PROCESSING FEE FOR THE COSTS INCURRED BY THE DISTRICT; AUTHORIZING THE DISTRICT MANAGER OR IN HIS OR HER ABSENCE, THE CHAIR OF THE DISTRICT BOARD OF SUPERVISORS TO APPROVE AND EXECUTE TEMPORARY ACCESS EASEMENT AGREEMENTS WITH LANDOWNERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Pierman explained that this resolution would allow him, as District Manager, to grant temporary easements to homeowners for projects, such as pool installation.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-08, as presented.

**2. Consider Landscape Maintenance Contract Award (Common Area and Clubhouse)**

Mr. Pierman explained that staff was not prepared to make a recommendation at this time, but wanted the Board to have the proposal results for budgeting purposes. He further noted that staff had used an average price as a placeholder for the budget.

**3. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2024/2025 Proposed Budget**

Resolution No. 2024-09 was presented, entitled:

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Pierman explained that assessment amounts could be reduced at the Public Hearing, but not increased.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-09, as presented.

**4. Consider Northlake Boulevard Parkway Buffer (Town Center) Landscape and Irrigation Contract Award**

Mr. Ballbe explained that staff had received two responses to the advertised RFP: Arazoza and Brightview. He recommended that Arazoza, who was the low bid, be awarded the contract.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed awarding the project to Arazoza and authorizing staff to create an agreement for the Chair to sign.

**I. CHANGE ORDERS**

Mr. Pierman noted that the Board could approve all three change orders as one motion and asked Ms. McConnell to present them.

**1. Consider Northlake Boulevard Phase 1 – JW Cheatham, LLC CO 5 (\$119,356.25)**

Ms. McConnell explained that Change Order No. 5 was for the Northlake Boulevard Phase 1 Project, for pipe crossing removal and replacement, removal and replacement of existing CMP, removal and replacement of new water valve boxes, seed and mulch, fabrication, installation of a steel plate, and installation of a deck slab, in the amount of \$119,356.25.

**2. Consider Northlake Boulevard Phase 2 - JW Cheatham, LLC CO 7 (\$35,295.31)**

Ms. McConnell explained that Change Order No. 7 was for the Northlake Boulevard Phase 2 Project, for sidewalk removal and replacement, mast arm modification, median regrading, sewer valve replacement, and construction delays due to rain, in the amount of \$35,295.31.

**3. Consider Town Center Bypass Road – H&J CO 4 (\$77,168.35)**

Ms. McConnell explained that Change Order No. 4 was for the Town Center Bypass Road Project, for seed and mulch as required by the City, in the amount of \$77,168.35.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Change Orders 5, 7 and 4, as presented.

**J. CONSENT AGENDA**

1. **Consider Ratification of Ballbe Proposal for Control Structure and Outfall Canal**
2. **Consider Ratification of Caulfield Wheeler Agreement (Coconut Ext SUA & SFWM)**
3. **Consider Ratification of Caulfield Wheeler Agreement (DiVosta Final Closing-Lake Interconnect Dedication)**
4. **Consider Ratification of Caulfield Wheeler Agreement (Town Center Utility Easement)**
5. **Consider Ratification of FPL Underground Agreement**
6. **Consider Ratification of HSQ Supplemental Agreement 16**
7. **Consider Ratification of HSQ Supplemental Agreement 17**
8. **Consider Ratification of Natural Gas Agreement (Avenir E Entrance)**

9. **Consider Ratification of Natural Gas Agreement (Avenir W Entrance)**
10. **Consider Ratification of Caulfield – Pod 11 Phase 1 & 2 SUA Easements**
11. **Consider Ratification of Caulfield – Spine 3 SUA Easements**

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving Consent Agenda Items 1-11, as presented.

**K. CLUBHOUSE**

**1. Clubhouse Management Update**

Mr. Salvatore presented proposals for summer flowers with CPM in the amount of \$3,376; mulching with CPM in the amount of \$14,568.75; tree trimming around the pool with Arazoza in the amount of \$3,840; and additional trenching to the Mister Sparky agreement in the amount of \$2,742.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed approving the four agreements, as presented. Following the approval, because the agreement was not yet signed, staff discussed including the additional trenching to the Mister Sparky agreement rather than adding an amendment.

Ms. Chiaramonte highlighted events held at the clubhouse, specifically the Studio 54 and Mother's Day events.

**L. ADMINISTRATIVE MATTERS**

**1. Announce Qualifying Period**

Mr. Pierman announced that the qualifying period to register to run for Seats 3 and 4 was from noon on June 10th through noon on June 14th. He also announced that the final Landowners' Election would be held on November 21, 2024, for Seat 5.

Mr. Pierman noted that he had been advised by the fountain vendor that several fountains had been damaged due to power surges from FPL.

**M. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**N. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:21 p.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

## Landscape Maintenance & Irrigation RFP Responses

(Bids were opened publicly on May 20, 2024)

<b>General Area</b>				
<b>Company</b>	<b>Lawn Service</b>	<b>Fertilization</b>	<b>Irrigation</b>	<b>Total</b>
Yellowstone	<del>\$ 574,956.91</del>	<del>\$ 167,973.30</del>	<del>\$ 95,917.92</del>	<del>\$ 838,848.13</del>
Arazoza	\$ 1,028,647.23	\$ 194,999.99	\$ 150,000.00	\$ 1,373,647.22
CPM	\$ 931,501.00	\$ 354,416.00	\$ 138,126.00	\$ 1,424,043.00
Brightview	\$ 1,106,752.27	\$ 225,450.87	\$ 189,372.09	\$ 1,521,575.23

<b>Clubhouse</b>				
<b>Company</b>	<b>Lawn Service</b>	<b>Fertilization</b>	<b>Irrigation</b>	<b>Total</b>
Yellowstone	\$ 54,359.28	\$ 14,513.12	\$ 2,204.80	\$ 71,077.20
CPM	\$ 47,532.00	\$ 17,163.00	\$ 7,200.00	\$ 71,895.00
Arazoza	\$ 68,510.00	\$ 12,000.00	\$ 7,920.00	\$ 88,430.00
Brightview	\$ 65,010.00	\$ 13,002.00	\$ 5,070.00	\$ 83,082.00

SECTION 40-1  
FORM OF PROPOSAL

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40.0 PROPOSAL

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

DATE: 05/20/2024

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 365 calendar days, thereafter.



SECTION 40-1  
FORM OF PROPOSAL

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The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. CGC1506166 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: Arazoza Brothers Corporation

ADDRESS: 7027 SW 87th Court Miami, Florida 33173

BY:  Eduardo Arazoza

TITLE: VP of Sales

SECTION 40-1  
FORM OF PROPOSAL

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BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

SECTION 40-2  
 SUBCONTRACTOR FORM

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Bidder shall set forth below:

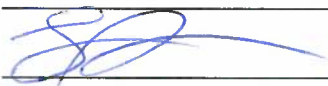
- a. Name and the location of the place of business.
- b. Florida contractor license number.
- c. Portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half 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
n/a			

BIDDER: Arazoza Brothers Corporation

ADDRESS: 7027 SW 87th Court Miami, Florida 33173

BY:  Eduardo Arazoza


TITLE: VP of Sales

**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: Arazoza Brothers Corporation

SIGNATURE and DATE:  05/20/2024

NAME AND TITLE: Eduardo Arazoza, VP of Sales

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





**AVENIR CCD PHASE ONE AND PHASE TWO**

PREPARED FOR:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

250 1A BURNS ROAD

PALM BEACH GARDEN, FL 33410

PROJECT NUMBER:

201622

4362 Northlake Blvd, Palm Beach II Phone: 305-246-3223 II Fax: 305-246-0481

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2. PROPESER'S EXPERIENCE AND FAMILIARITY WITH PROJECT .....
3. UNDERSTANDING OF SCOPE OF WORK .....
4. PRICE .....
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## PERSONNEL

For the Landscape and Irrigation Maintenance at Avenir, the Arazoza Brothers team has been uniquely constructed to deliver performance at the highest quality standards, in the field as well as in the office. Each individual brings a particular set of skills and expertise, in order to assemble a landscape and irrigation maintenance team that will deliver excellence throughout the duration of this project.

As always, the Arazoza Brothers project team starts with the two brothers, **Eddy and Albert Arazoza**, who are heavily involved in all aspects of the company, and have been for over 30 years. Their corresponding resumes are attached, and highlight their extensive experience in the industry. Other members of the team are listed below and represent over 100 years of experience in the landscape industry.

The maintenance landscape superintendent for Arazoza Brothers is **Thomas Dawson** who has 40 years of experience in the landscape industry including landscape design, installation and maintenance. Work experience includes working in the HNW communities of Jupiter Island, Admirals Cove, The Bears Club and The Ritz Carlton Golf Club and Spa. He also spent six years as landscape Superintendent at Ritz Carlton managing the 18-man crew for the maintenance of 150 acres of common areas, 83 residential homes and 50 fractional villas. Tom has also been

the project manager for Panther National overseeing from the start of the project the landscape installation and maintenance.

Superintendent for installation work is **Jose Ruiz** who has a tenure of 28 years plus with Arazoza Brothers and over 30 years of experience on commercial and FDOT projects. Jose has been the project superintendent for the entire Avenir site since its inception in 2018. Jose is an FNGLA Certified Landscape Technician.

Our irrigation superintendent is **Francisco Chamorro**, who has been running the irrigation maintenance and installation division of AB over 5 years. Francisco has been the irrigation project manager for the Avenir Project since 2018.

Our staff arborist is **Omar Escauriza**, who is an ISA certified arborist and will also be the AB quality control supervisor on the project. Omar is also an FNGLA Certified Landscape Technician.



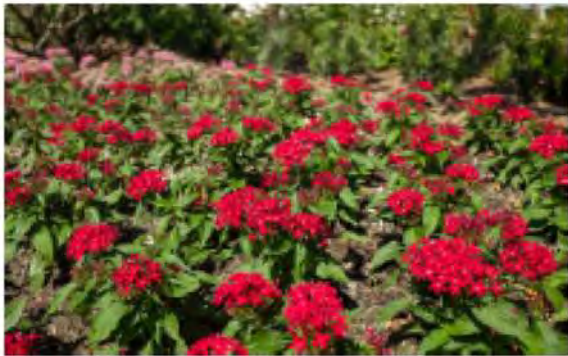


## PERSONNEL

The onsite supervisor for landscape installation will be **Elmer Ramos**. He has been a valued employee of Arazoza Brothers for over 15 years and has worked on numerous commercial and FDOT projects. Bacilio has been the onsite supervisor for Avenir Spine Road phase 1 since 2018.

The onsite superintendent for irrigation maintenance is **Antonio Hernandez**. He has been a valued employee of Arazoza Brothers for over 10 years and has worked on numerous commercial and FDOT projects. Antonio has been the onsite supervisor for the Avenir project since 2018.

Contracts administrator will be **Rosey Asensio**. Rosey has a tenure of 30 years plus with Arazoza Brothers, with contracts experience ranging from luxury commercial projects to Florida government work throughout the state. Rosey has worked with the Avenir CDD for contract and billing functions since early 2019.



Arazoza Brothers will be dedicating the following full-time manpower to the project and will supplement labor in the growing season.

- Landscape Superintendent (1)
- Landscape Project Manager (1)
- Irrigation Superintendent (1)
- Chemical Manager (1)
- Landscape Foreman (2)
- Landscape Gardener (10)
- Irrigation Technician (2)
- Chemical Technician (2)
- Arborist (1)
- Contract Specialist & Communication Liaison (2)

A dedicated team of office support staff will be available for this project as well. Their information is listed above.

Resumes and licenses are included for reference

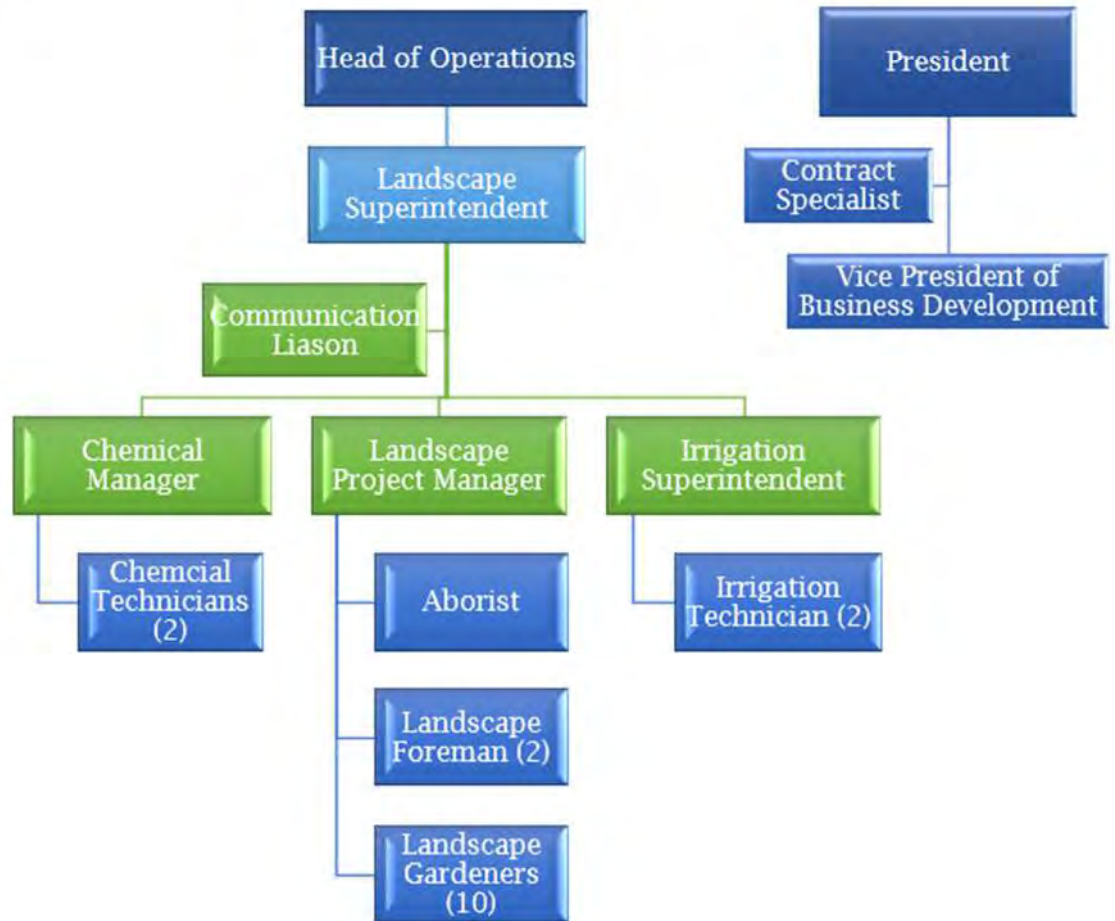




# Arazoza Brothers Corp.

## Organization Chart

Avenir



## **ALBERTO ARAZOZA**

### **PRESIDENT**

#### **ARAZOZA BROTHERS CORPORATION**

(February 1988 to Present)

##### **President**

My responsibilities include, but are not limited to: Managing the daily in-house operation, project sales, project design, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with general public. Responsible for budgeting projects to secure the financial needs of the operation.

#### **AGRI BROTHERS CORP.**

(Oct 1995 to Present)

##### **President**

My responsibilities include, but are not limited to: managing and overseeing the operations of over 30 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.

#### **EDUCATION**

University of Florida, Gainesville,

Bachelor of Science in Business Administration 1984-87.

Florida International University

Master of Landscape Architect Completed 2 of 3 years of program.

#### **AREAS OF SPECIALIZATION**

Florida Licensed General Contractor. Licensed Irrigation Contractor for Dade, Broward, Palm Beach Counties.

#### **PROFESSIONAL AFFILIATIONS**

Engineering Contractors Association Member

Board Member 2004-06

Vice President 2005-06

Florida Farm Bureau Board Member

Political Action Committee Chair

University of Florida IFAS

Chair Advisory Committee Member

FNGLA Member

Latin Business Association Member-

Awarded LBA Landscape Contractor of the Year-2014, 2017

Riviera Country Club Member

1998-Current

#### **CERTIFICATIONS**

State of Florida Certified Contractor CGC1506166 Exp 8/18

State of Florida Certified Irrigation Contractor SCC131151972

Exp 08/18



## **EDUARDO ARAZOZA**

### **VICE PRESIDENT**

#### **ARAZOZA BROTHERS CORPORATION**

(February 1988 to Present)

##### **Vice President**

My responsibilities include, but not limited to: Managing the daily field operations, supervising 65 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensured up-to-date techniques and procedures in the maintenance and installation of new material.

#### **AGRI BROTHERS CORP.**

(Oct 1995 to Present)

##### **Vice-President**

My responsibilities include, but are not limited to: managing and overseeing the operations and production of over 30 acres of wholesale nursery materials, project inventory requirements, analyze plant production, and supervising employees.

#### **COSTA NURSERY FARMS**

(July 1982 to January 1988)

##### **Sales Manager**

Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

##### **Production Manager**

Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

#### **EDUCATION**

Valley Forge Military Academy

#### **AREAS OF SPECIALIZATION**

Florida Certified Landscape Contractor License.

#### **PROFESSIONAL AFFILIATIONS**

FNGLA Member

FNGLA Board Member

Engineering Contractors Association Member

Riviera Country Club Member

#### **CERTIFICATIONS**

FNGLA Florida Certified Landscape Contractor Exp 3/16





**EDUARDO ARAZOZA JR.**  
**VP OF BUSINESS DEVELOPMENT**

**ARAZOZA BROTHERS CORPORATION**

**(January 2018 to Present, 6/2014 - 8/2014, 6/2013 - 8/2013))**

**PROJECT MANAGER**

My responsibilities include but are not limited to: Managing multiple projects including commercial and FDOT projects, coordinating material delivery to site, planning and scheduling work, meeting with project inspectors and contractors, processing permits, change orders, project and close out.

I have successfully completed the following projects:

- Avenir Phase 1 Streetscape, Palm Beach County
- MDX Dolphin Station Park & Ride, Miami-Dade County
- Biscayne Shores & Gardens Park, Miami-Dade County
- Unit 2C- Alton Parcel G PCD Landscape Buffer Imp., Palm-Beach County (in progress)
- PGA Blvd. & Florida Turnpike, Palm Beach County
- I-75/Bonita Beach Road Interchange, Lee County
- Portofino Landings, St. Lucie County
- Portofino Cove, Lee County
- Ft. Pierce/Port St.Lucie Rest Area, St. Lucie County

**PREVIOUS EMPLOYERS**

**Deutsche Asset Management (6/2016- 1/2018)**

**Asset Management Operations Analyst**

Partner with Portfolio Managers, Counterparties, and Custodians to fulfill the execution and confirmation of swaps, swaptions, futures, and other financial products in the derivatives space. Work directly with Mortgage Backed Security Traders and Portfolio Managers to fulfill the confirmation and settlement of specified pool trades and to-be-allocated trades, as well as complete pre-settlement allocations of all TBA funds.

**Merrill Lynch/Bank of America (6/2015-8/2015)**

**Client Associate**

Collaborated with the Senior Resident Director and Financial Advisor of the Miami Falls Branch, working on the account and relationship management of over eighty client portfolios with AUM of over \$300 million. Analyzed client portfolio diversification and suitability and assisted in developing programs to improve client-advisor relations.

**EDUCATION**

Florida State University  
Bachelor of Science in Business Finance



## THOMAS J. DAWSON MAINTENANCE PROJECT MANAGER

### Objective

Accomplished management professional in estate and property management with six years of Ritz-Carlton Management experience. Demonstrated abilities in operational leadership, project and program management, creative problem solving and process improvement. Proven track record in budget preparation and implementation.

### Ability Summary

- Estate and Property Management (Florida CAM License 2011 – 2015)
- Project Management
- Budget Preparation
- Excellent Written and Verbal Communication Skills
- Professional Landscape Experience

### Employment History

#### Maintenance Operations Manager

10/2020 – Present      Arazoza Brothers Corp.      7027 SW 87th Ave, Miami, FL

Responsible for day-to-day operations of the maintenance branch of Arazoza Brothers, Corp.

- Oversight for high end residential accounts
- Coordinate crew scheduling and equipment requirements
- Facilitate crew training onsite, in order to complete projects in an efficient and detail-oriented manner
- 

#### Property Manager

05/2015 – 9/2020      Deeridge Farms South      12500 Pierson Road, Wellington, FL

The day to day management of all activities on a 205 acre private equestrian facility.

- Manage the daily opening and closing of the Principals private residence.
- Work in tandem with the household staff to ensure the Principals needs are met.
- Report directly to the Principal on the status of projects in progress and future projects.
- Manage all vendors and contractors and provide assistance to vendors during special events.
- Develop and implement schedules for grounds maintenance and equipment upkeep.
- Manage 20 person landscape staff that is responsible for the care and maintenance of 60 acres of highly manicured landscape and turf and 145 acres of equestrian grounds. The staff is comprised of two assistant managers, a florist, turf manager, equipment manager, spray technician, handyman and 13 groundskeepers.

#### Project Manager

10/2014 - 05/2015      PGA National Resort and Spa      400 Ryder Cup Drive, PBG, FL





**THOMAS J. DAWSON**  
**MAINTENANCE PROJECT MANAGER**  
**(CONTINUE)**

- Hired by the Director of Agronomy to assemble and train the landscape maintenance staff for the 10 acre resort.
- Developed and implemented procedures and schedules for grounds maintenance.
- Designed and installed landscape enhancement projects throughout the resort including the front drive, spa, pool and conference areas.
- Supported the IMG staff and PGA National staff in the staging of all corporate and vendor spaces during the Honda Classic.

Director of Residences

10/2011 – 09/2014                      Ritz-Carlton Residences, Jupiter                      108 Night Hawk Dr, Jupiter, FL

The day to day management of the Eagle Tree Property Owners Association.

- Managed the Residential Services Department (Concierge Services for Homeowners)
- Oversight of Community Governance
- Budget Preparation
- Meeting Organization and Notice
- Board and Owner Communication
- Service Contract Negotiation and Vendor Oversight
- Served on The Eagle Tree HOA Architectural Review Board
- Managed the 1.1 million dollar landscape contract

Landscape Superintendent

08/2008-10/2011                      Ritz-Carlton Residences, Jupiter                      108 Night Hawk Dr, Jupiter, FL

Management of 18 person landscape crew for 83 single family homes and common areas located on 153 acres. This includes all aspects of landscape maintenance, pest control, irrigation and landscape enhancements.

Account Manager

01/2003-08/2008                      Valleycrest Landscape                      Dixie Highway, Stuart, FL

The management of three crews servicing 15 accounts totaling 1.8 million in annual revenue.

Education and Training

Lake City Community College                      Lake City, FL                      Landscape Design

Honors & Activities

- Florida Cam License
- Franklin Covey Breakthrough Leadership Training
- Member of The Ritz-Carlton, Jupiter Executive Committee
- Board Member of the Crestwood Condominium Owners Association 2015 – 2017
- Board President of the Crestwood Condominium Owners Association 2016 - 2017



## JOSE (PEPE) RUIZ SUPERINTENDENT

### EDUCATION

Escuela Secundria Tenica 23,  
Mexitacacan Jalisco, Mexio

### AREAS OF SPECIALIZATION

ATSSA Worksite Traffic Supervisor  
ID#37

OSHA Certified 10

### SUPERINTENDENT

**June 2004 to current – Project Superintendent-** my responsibilities include but are not limited to managing the daily field operations, weekly safety meetings, in the field design changes as well as project plan layout, overseeing 5 field crews on various projects, meeting with project inspectors and contractors.

**Mar 1993 to June 2004 – Foreman-** my duties included but were not limited to supervising a 5-man crew on job sites, project design and layout, and safety issues, installation of plan layout, equipment operator.

**Jan. 1992 to Mar. 1993 – Field Worker-** my duties included but were not limited to installing plants, trees, shrubs and other plant materials as per landscape plans, driver of the crew, overseeing the project, and specs and operating some equipment.

### RELEVANT PROJECTS

Project: Residences at Armani/Casa, Miami-Dade County \$2.1 million

Project: Avenir Phase 1 Streetscape, Palm Beach County \$4.7 million

Project: Unit 2C- Alton Parcel G PCD  
Landscape Buffer Imp., Palm Beach County \$1.5 million

Project: Paraiso Community, Miami-Dade County \$2.5 million



## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

With over 30 years of Landscape, Irrigation and Maintenance experience, Arazoza Brothers has completed a wide range of different projects, ranging from luxury hi-rise condominiums to multiple projects for Florida's Department of Transportation. Attached you will find a list of some of the projects we have completed across the State of Florida. Our experience has allowed us to become a leader in the field, as well as fostered relationships across multiple industries.

In regards to the landscaping, horticultural and irrigation maintenance at Avenir, Arazoza Brothers is uniquely positioned to handle this project and the moving parts that come with it. We have been the contractor at the Avenir development for the lifetime of the project, and have installed landscape and irrigation in the following areas:

- Spine Road Phase 1,2,3,4 & 6
- Town center Access Bypass Road
- Northlake Blvd. Medians
- Northlake Blvd. Right of Way & Streetscape
- Parcel A-4 East Buffer
- Parcel A-4 Sales Center
- Parcels 4,5,6,7 & 8
- CDD Park
- Lake Banks throughout the Avenir Development

- Avenir Clubhouse & Recreation Area
- Panther National Dr., Common Areas and Golf Course plantings

Having installed all plant material and sod that is in this maintenance package, our team has the expertise and familiarity to work maintain these landscapes properly. Our familiarity with the current landscape on the project, allows us to develop consistent maintenance plans that will allow the plant material to thrive. Avenir has one of the most diverse landscapes in the Palm Beach Gardens area, and our project team is aware of the different needs of each area and has been maintaining these areas over time to allow them to flourish. Our expertise and familiarity will be essential in order for Avenir to be maintained to the standards that all stakeholders and residents will be expecting.





## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

Within Avenir, we have built strong relationships with our fellow contractors who have been working alongside us to make this project the success it has become. Through constant communication and site coordination, we have worked together with all site contractors, to ensure that there will be no future conflicts in the development of this project.

Contractors that we have worked with on site include but are not limited to:

- Florida Select Builders
- H&J Contracting
- Centerline Construction
- Viking Utility Services
- Ranger Construction
- Sea Coast Utility Authority
- Ballbe & Associates

Throughout the duration of the project, we have built a team where constant communication is encouraged in order to reach the final product that ownership, the CDD, and the City of Palm Beach Gardens all envision for Avenir. The work alongside these contractors has fostered incredible relationships that extend far beyond the work completed inside of Avenir.

In addition to Avenir, we have completed multiple projects in Palm Beach Gardens. This has allowed us

to build relationships with city planners and staff. Over time, we have worked together with Mark Hendrickson (City Forester) and Brett Leone (Senior Planner), in order to design the site to accommodate the vision of what the final product of the Avenir development was at time of inception. Through multiple meetings with the city, we have worked together to create a sustainable and visually stunning landscape, that is positioned to thrive for years to come. Arazoza has also handled all permitting duties for the referenced projects, assuring that city staff are pleased from start to finish with the work being performed within Avenir.



## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

In regards to site planning, Arazoza has worked hand in hand with Urban Design Kilday Studios, to ensure that all plantings meet the expectations of the landscape architect, Nick Mihelich. On-site meetings have been essential, as it has allowed us to plan the work in a way that will fulfill the vision of UDK. This has allowed UDK as well as Arazoza, to be on the same page at all times, and work together to maintain a sustainable and thriving landscape.

As the engineer on the project, Carlos Ballbe, and the team at Ballbe & Associates, have been an asset to us in the field. Their expertise and constant communication have allowed us to bring the Avenir project to life.

Within Avenir, we have found success by having constant communication with all city utility authorities, specifically Seacoast Utility Authority. Through numerous onsite meetings, phone calls and e-mails, we have worked alongside Seacoast to ensure that our plantings and irrigation lines do not conflict with their work.

Attached you will find multiple documents, past experience and licenses which highlight Arazoza Brothers' past experience with work of this scale, as well as our familiarity of the Avenir Development. In

addition to the Avenir Community Development District, we have also worked with multiple Community Development Districts including the Reedy Creek Development District (Walt Disney World) and Beacon Lakes Community Development District. We are looking forward to continuing our work within Avenir, in order to bring the final vision of the masterplan community to life.



### CONTRACTS COMPLETED

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>D.O.C.</u>	<u>Completed</u>	<u>% Complete</u>	<u>Name/Address of Owner</u>
<b>Prime-Contractor</b> Avenir Drive- Spine Rd PH5	\$ 1,907,264	Jan-23	Jul-24	65%	Avenir Development LLC 550 Biltmore Way #110 Coral Gables, FL 33134 Contact: Manny Mato Phone: 561-689-2910 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
Avenir Drive- Spine Rd PH6	\$ 910,933	Jan-23	Jun-24	45%	
<b>Prime-Contractor</b> Pather National Golf Course AB1519	\$ 4,659,633	Feb-23	May-24	90%	Centaur Palm Beach Owner, LLC 7108 Fairway Drive #340 Palm Beach Gardens, FL 33418 Contact: Scott Hedge Phone: 561-346 0102 <a href="mailto:hedge@panthernational.com">hedge@panthernational.com</a>
<b>Prime-Contractor</b> Spine Road Ph2 AB1316	\$2,106,736.00	Dec-21	Dec-21	100%	Avenir Community Dev.Dist. 2501 Burns Road Palm Beach Gardens, FL 33410 Contact: Manny Mato Phone: 305-562-7545 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
<b>Prime-Contractor</b> Spine Road Ph1 AB1145	\$3,235,941.15	Dec-19	Dec-20	100%	Avenir Community Dev.Dist. 2501 Burns Road Palm Beach Gardens, FL 33410 Contact: Manny Mato Phone: 305-562-7545 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
<b>Sub-Contractor</b> Avenir Pod 6,7 & 8 AB1404	\$3,045,116.91	Oct-22	TBD	75%	Pulte Homes 1475 Centrepark Boulevard, 305 West Palm Beach, Florida 33401 Contact: Jamaine Lemon Phone: (561) 206-1411 <a href="mailto:Jamaine.Lemon@pulte.com">Jamaine.Lemon@pulte.com</a>
<b>Sub-Contractor</b> Avenir Parcel A-4 AB1319	\$762,016.00	Dec-20	Jun-21	100%	Kenco Communities 12101 Avenir Drive Palm Beach Gardens, FL 33412 Contact: Julie DeMore Phone: (561) 460-5614 <a href="mailto:ldemore@gokenco.com">ldemore@gokenco.com</a>
<b>Prime-Contractor</b> Avenir Drive- Spine Rd PH4	\$ 2,454,626	Jul-21	Dec-21	100%	Avenir Development LLC 550 Biltmore Way #110 Coral Gables, FL 33134 Contact: Manny Mato Phone: 561-689-2910 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>





## UNDERSTANDING OF SCOPE OF WORK

Arazoza Brothers intends to enter this contract with a clear understanding and vision for the scope of work that is being requested. In addition to our past work with all parties involved at Avenir, we have analyzed the Avenir site in its entirety and are prepared to fulfill the vision and standards that will be expected for the maintenance of the site. We are fully prepared to fulfill all duties asked of Arazoza onsite, and to build this project in its entirety from start to finish. Duties for this project include but are not limited to:

Landscape and Irrigation Maintenance throughout the following sites:

- Spine Road Phase 1,2,3,4 & 6
- Town center Access Bypass Road
- Northlake Blvd. Medians
- Northlake Blvd. Right of Way & Streetscape
- Parcel A-4 East Buffer
- Parcel A-4 Sales Center
- Parcels 4,5,6,7 & 8
- CDD Park
- Lake Banks throughout the Avenir Development
- Avenir Clubhouse & Recreation Area

Lawn Service

- Mowing to be performed **42 times** per year:
  - Three mows per month for months January, February, March, October, November, and December
  - Four mows for the months of April, May, June, July, August and September
- Weeding: 12 times per year
- Hedge Trimming: 12 times per year
- Ornamental Care: Per specs in project bid manual
- Sod Replacement: Replace sod as needed and with District Manager Approval
- Ground cover edging per project specs in bid manual
- Plant pruning per project specs in bid manual
- Stake Removal
- Porter Service

Fertilization and Spray Services:

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



## UNDERSTANDING OF SCOPE OF WORK

Integrated Pest Management Program per project specs in bid manual.

Pre-emergent and post-emergent herbicide application per project specs in bid manual.

Dead tree and shrub removal and replacement, employing the “*a missing shrub is better than a dead shrub*” tactic.

Irrigation maintenance per project specs in bid manual.

- 12 inspections annually to ensure proper function.

### Optional Services:

#### Mulching

- Arazoza Brothers has performed mulch replenishment for Spine Road Phase I and Northlake Blvd. Parkway in the past.

#### Replacing Seasonal Annuals

- With our knowledge of the site, we have identified the optimal annuals to plant in Avenir as well as the proper potting soil for the environment on site.

#### Tree Trimming

Furnish work schedules. Organization and coordination will be crucial throughout the lifetime of this project.

On-site coordination with all participating contractors and utility authorities

Coordination with all involved city officials

Coordination with Urban Design Kilday Studios

Coordination with the Community Development District

Site coordination with the Ballbe & Associates Team

Our experience working throughout the development has put us in a position to understand exactly what the district’s vision is for Avenir is going forward. We understand the need for this development, and what it will bring to the community, allowing us to put a plan in place to fulfill all duties requested of us onsite.



**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	\$ 148,636.35	\$ 28,271.98	
1B	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One Irrigation Maintenance			\$ 24,156.13
2A	Avenir Site Plan #1 – Town Center Access Drive Landscape Maintenance	\$ 19,054.55	\$ 3,292.11	
2B	Avenir Site Plan #1 – Town Center Access Drive Irrigation Maintenance			\$ 4,940.85
3A	Avenir Site Plan #1 - Northlake Boulevard Parkway Landscape Maintenance	\$ 105,636.36	\$ 19,978.87	
3B	Avenir Site Plan #1 - Northlake Boulevard Parkway Irrigation Maintenance			\$ 17,776.81
4A	Northlake Boulevard Median Phase 1 Landscape Maintenance	\$ 20,072.73	\$ 3,468.03	
4B	Northlake Boulevard Median Phase 1 Irrigation Maintenance			\$ 5,076.16
5A	Coconut Boulevard (Spine Road #2) Landscape Maintenance	\$ 118,090.91	\$ 22,994.54	
5B	Coconut Boulevard (Spine Road #2) Irrigation Maintenance			\$ 20,096.56
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two Landscape Maintenance	\$ 19,886.20	\$ 5,163.53	

7A	Northlake Boulevard Median Phase Two Landscape Maintenance	\$ 21,381.82	\$ 3,694.21	
7B	Northlake Boulevard Median Phase Two Irrigation Maintenance			\$ 5,250.15
8A	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Landscape Maintenance	\$ 49,090.91	\$ 8,481.59	
8B	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Irrigation Maintenance			\$ 8,932.75
9A	Avenir Parcel A-4 <del>West</del> East Landscape Buffer Landscape Maintenance	\$ 33,163.64	\$ 5,729.79	
9B	Avenir Parcel A-4 <del>West</del> East Buffer Irrigation Maintenance			\$ 6,815.98
9C	Avenir Parcel A-4 CDD Park Landscape Maintenance	\$ 24,072.73	\$ 4,159.12	
9D	Avenir Parcel A-4 CDD Park Irrigation Maintenance			\$ 5,607.77
10A	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Landscape Maintenance	\$ 139,909.09	\$ 26,764.14	
10B	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Irrigation Maintenance			\$ 22,996.25
11A	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Landscape Maintenance	\$ 73,781.82	\$ 14,475.25	
11B	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Irrigation Maintenance			\$ 13,543.26
12A	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six Landscape Maintenance	\$ 77,454.55	\$ 13,382.07	

13A	Avenir Town Center Northlake Blvd. Parkway Buffer Landscape Maintenance	\$ 16,207.27	\$ 3,664.05	
13B	Avenir Town Center Northlake Blvd. Parkway Buffer Irrigation Maintenance			\$ 5,226.95
14	Avenir – Parcel C Northlake Parkway Landscape Maintenance	\$ 15,709.09	\$ 2,714.11	
15	Avenir – Parcel D Medical Center Northlake Parkway Landscape Maintenance	\$ 15,044.13	\$ 2,599.22	
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads) Landscape Maintenance	\$ 100,613.27	\$ 19,974.88	
17A	Avenir Pump Station Landscape Maintenance	\$ 20,714.54	\$ 4,442.78	
17B	Avenir Pump Station Irrigation Maintenance			\$ 5,825.98
18A	Avenir Parcel A-1 / Avenir Town Center Buffer Landscape Maintenance	\$ 10,127.27	1749.72	
18B	Avenir Parcel A-1 / Avenir Town Center Buffer Irrigation Maintenance			\$ 3,754.40
<b><i>SUB-TOTAL =</i></b>		<b>\$ 1,028,647.23</b>	<b>\$ 194,999.99</b>	<b>\$ 150,000.00</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 1,373,647.22</b>
<b><i>YEARLY PRICING ESCALATOR =</i></b>				<b><u>3</u> %</b>



**OPTIONAL SERVICES**

<i>Item No.</i>	<i>Description</i>	<i>Mulching</i>	<i>Replacing Seasonal Annuals</i>	<i>Tree Trimming</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	\$ 35,640.00	\$ -	\$ 21,922.96
2	Avenir Site Plan #1 – Town Center Access Drive	\$ 1,978.00	\$ -	\$ 2,551.04
3	Avenir Site Plan #1 - Northlake Boulevard Parkway	\$ 3,960.00	\$ -	\$ 15,492.23
4A	Northlake Boulevard Median Phase 1	\$ 3,564.00	\$ -	\$ 2,689.22
5A	Coconut Boulevard (Spine Road #2)	\$ 17,820.00	\$ -	\$ 17,830.68
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two		\$ -	\$
7	Northlake Boulevard Median Phase Two	\$ 7,524.00	\$ -	\$ 2,864.60
8	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three	\$ 17,820.00	\$ -	\$ 6,576.89
9A	Avenir Parcel A-4 West Landscape Buffer	\$ 5,940.00	\$ -	\$ 4,443.05
9C	Avenir Parcel A-4 CDD Park	\$ 12,474.00	\$ -	\$ 3,225.11

10	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four	\$ 35,640.00	\$ -	\$ 20,753.74
11	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five	\$ 29,106.00	\$ -	\$ 11,224.56
12	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six	\$ 9,207.00	\$ -	\$ 10,376.87
13	Avenir Town Center Northlake Blvd. Parkway Buffer	\$ 9,207.00	\$ -	\$ 2,841.22
14	Avenir – Parcel C Northlake Parkway	\$ 9,900.00	\$ -	\$ 2,104.60
15	Avenir – Parcel D Medical Center Northlake Parkway	\$ 5,940.00	\$ -	\$ 2,015.52
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads)	\$ 9,900.00	\$ -	\$ 15,489.13
17	Avenir Pump Station	\$ 2,970.00	\$ -	\$ 3,445.07
18	Avenir Parcel A-1 / Avenir Town Center Buffer	\$ 594.00	\$ -	\$ 1,356.79
<b><i>SUB-TOTAL =</i></b>		<b>\$ 219,184.00</b>	<b>\$ -</b>	<b>\$ 147,203.28</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 366,387.28</b>
<b><i>YEARLY PRICING ESCALATOR =</i></b>				<b>3%</b>

**OTHER SERVICES:**

<i>Item No.</i>	<i>Description</i>	<i>Occurrence</i>	<i>Tree Trimming</i>
<b>LABOR INFORMTION</b>			
1	# of Crew Members Weekly During Growing Season	16	#
2	# of Crew Members Weekly During non-growing season	12	#
3	# of Crew Irrigation Maintenance	2	#
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr 75.00
<b>SOD / SEE REPLACEMENT</b>			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf 2.00
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf 0.60
3	Bahia (s.f.)	As Needed/Requested	\$/sf 0.45
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr 45.00
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr 45.00

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.

# SCHEDULE

# June

# 2024

PRODUCTION SCHEDULES

MOWING TO START AT NORTHLAKE BLVD AND CONTINUE THROUGH PROPERTY  
IN A COUNTER CLOCKWISE PAHT DETAILING/PRUNING OF PROPERTY TO BE  
PERFORMED IN SAME PATTERN

## SAMPLE CALENDAR

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	DETAIL 3	MOW 4	MOW 5	DETAIL 6	DETAIL 7	8
9	DETAIL 10	MOW 11	MOW 12	DETAIL 13	DETAIL 14	15
16	DETAIL 17	MOW 18	MOW 19	DETAIL 20	DETAIL 21	22
23	DETAIL 24	MOW 25	MOW 26	DETAIL 27	DETAIL 28	29
30						



## Certifications, Licenses and Qualifications

<b>MBE Certifications</b>	<b>Exp Date</b>
City of Orlando	6/30/2025
State of Florida Dept of Supplier Diversity "Florida Statewide"	2/15/2025
Lee County	2/15/2025
Miami-Dade County Public Schools	11/2/2026

<b>Contractor Licenses</b>	<b>Exp Date</b>
State of Florida Registered Contractor CGC#1506166	8/31/2024
State of Florida Registered Irrigation Contractor SCC131151972	8/31/2024
Miami Dade County GC #7394521	9/30/2024

<b>Landscape Licenses</b>	<b>Exp Date</b>
Dade County Occupational #222152-1	9/30/2024
Broward Tree Trimming #189C-129	9/30/2024
Broward County Occupational #324-0224739	9/30/2024
Palm Beach County #1996-09852	9/30/2024
DEP Stormwater Mgt Instructor DEP#221	

<b>Irrigation Licenses</b>	<b>Exp Date</b>
Dade County Occupational #407669-1	9/30/2024
Dade County CC #04P000960	9/30/2025
Broward County Occupational #182-000125	9/30/2024
Broward County CC#04-CLS-741-R	8/31/2024
Palm Beach County Occupational #2005-01572	9/30/2024

<b>Qualifications</b>	<b>Exp Date</b>
Florida Certified Landscape Contractor (FNGLA) #C360148	3/31/2025
FDOT Landscape Contractor Prequalification	6/30/2024







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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



**ARAZOZA, ALBERTO JOSE**

ARAZOZA BROTHERS CORPORATION  
7027 SW 87 COURT  
MIAMI FL 33173

LICENSE NUMBER: CGC1506166

EXPIRATION DATE: AUGUST 31, 2024

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

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Ron DeSantis, Governor

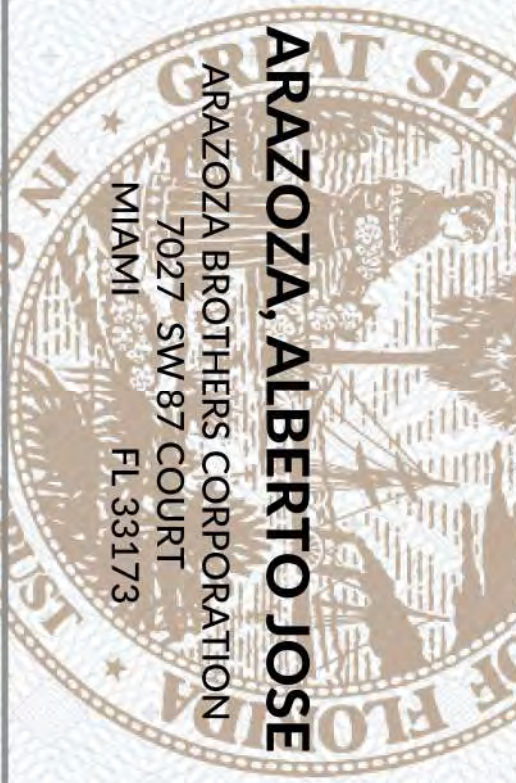
Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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



**ARAZOZA, ALBERTO JOSE**

ARAZOZA BROTHERS CORPORATION  
7027 SW 87 COURT  
MIAMI FL 33173

**LICENSE NUMBER: SCC131151972**

**EXPIRATION DATE: AUGUST 31, 2024**

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

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Eduardo Aragoza**      **C00148**

*The Title of*

**FNGLA Certified Landscape Contractor (FCLC)**

Expiration Date: 3/31/2025  
Certified Since: 11/8/1996

  
Sarah A. Spatola, FNGLA President

  
Merry Mott, FNGLA Certification Director



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: 05/20/2024

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 365 calendar days, thereafter.

SECTION 40-1  
FORM OF PROPOSAL

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The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. CGC1506166 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: Arazoza Brothers Corporation

ADDRESS: 7027 SW 87th Court Miami, Florida 33173

BY:  Eduardo Arazoza

TITLE: VP of Sales

SECTION 40-1  
FORM OF PROPOSAL

---

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

SECTION 40-2  
 SUBCONTRACTOR FORM

---

Bidder shall set forth below:

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

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

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

BIDDER: Arazoza Brothers Corporation

ADDRESS: 7027 SW 87th Court Miami, Florida 33173


BY:  Eduardo Arazoza

TITLE: VP of Sales

**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:	<u>Arazoza Brothers Corporation</u>
SIGNATURE and DATE:	 <u>05/20/2024</u>
NAME AND TITLE:	<u>Eduardo Arazoza, VP of Sales</u>

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





 **Arazoza Brothers Corp.**

**AVENIR CLUBHOUSE  
LANDSCAPE & IRRIGATION MAINTENANCE**

PREPARED FOR:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

250 1A BURNS ROAD

PALM BEACH GARDEN, FL 33410

4362 Northlake Blvd, Palm Beach II Phone: 305-246-3223 II Fax: 305-246-0481

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## PERSONNEL

For the Landscape and Irrigation Maintenance at Avenir, the Arazoza Brothers team has been uniquely constructed to deliver performance at the highest quality standards, in the field as well as in the office. Each individual brings a particular set of skills and expertise, in order to assemble a landscape and irrigation maintenance team that will deliver excellence throughout the duration of this project.

As always, the Arazoza Brothers project team starts with the two brothers, **Eddy and Albert Arazoza**, who are heavily involved in all aspects of the company, and have been for over 30 years. Their corresponding resumes are attached, and highlight their extensive experience in the industry. Other members of the team are listed below and represent over 100 years of experience in the landscape industry.

The maintenance landscape superintendent for Arazoza Brothers is **Thomas Dawson** who has 40 years of experience in the landscape industry including landscape design, installation and maintenance. Work experience includes working in the HNW communities of Jupiter Island, Admirals Cove, The Bears Club and The Ritz Carlton Golf Club and Spa. He also spent six years as landscape Superintendent at Ritz Carlton managing the 18-man crew for the maintenance of 150 acres of common areas, 83 residential homes and 50 fractional villas. Tom has also been

the project manager for Panther National overseeing from the start of the project the landscape installation and maintenance.

Superintendent for installation work is **Jose Ruiz** who has a tenure of 28 years plus with Arazoza Brothers and over 30 years of experience on commercial and FDOT projects. Jose has been the project superintendent for the entire Avenir site since its inception in 2018. Jose is an FNGLA Certified Landscape Technician.

Our irrigation superintendent is **Francisco Chamorro**, who has been running the irrigation maintenance and installation division of AB over 5 years. Francisco has been the irrigation project manager for the Avenir Project since 2018.

Our staff arborist is **Omar Escauriza**, who is an ISA certified arborist and will also be the AB quality control supervisor on the project. Omar is also an FNGLA Certified Landscape Technician.



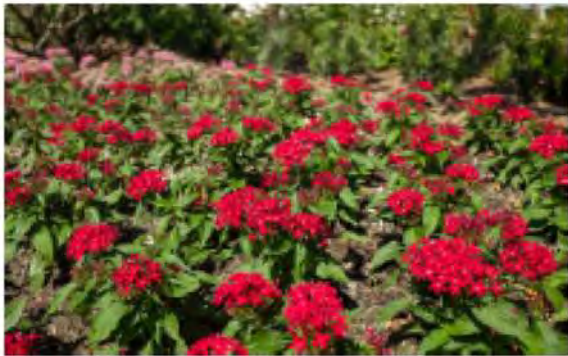


## PERSONNEL

The onsite supervisor for landscape installation will be **Elmer Ramos**. He has been a valued employee of Arazoza Brothers for over 15 years and has worked on numerous commercial and FDOT projects. Bacilio has been the onsite supervisor for Avenir Spine Road phase 1 since 2018.

The onsite superintendent for irrigation maintenance is **Antonio Hernandez**. He has been a valued employee of Arazoza Brothers for over 10 years and has worked on numerous commercial and FDOT projects. Antonio has been the onsite supervisor for the Avenir project since 2018.

Contracts administrator will be **Rosey Asensio**. Rosey has a tenure of 30 years plus with Arazoza Brothers, with contracts experience ranging from luxury commercial projects to Florida government work throughout the state. Rosey has worked with the Avenir CDD for contract and billing functions since early 2019.



Arazoza Brothers will be dedicating the following full-time manpower to the project and will supplement labor in the growing season.

- Landscape Superintendent (1)
- Landscape Project Manager (1)
- Irrigation Superintendent (1)
- Chemical Manager (1)
- Landscape Foreman (2)
- Landscape Gardener (10)
- Irrigation Technician (2)
- Chemical Technician (2)
- Arborist (1)
- Contract Specialist & Communication Liaison (2)

A dedicated team of office support staff will be available for this project as well. Their information is listed above.

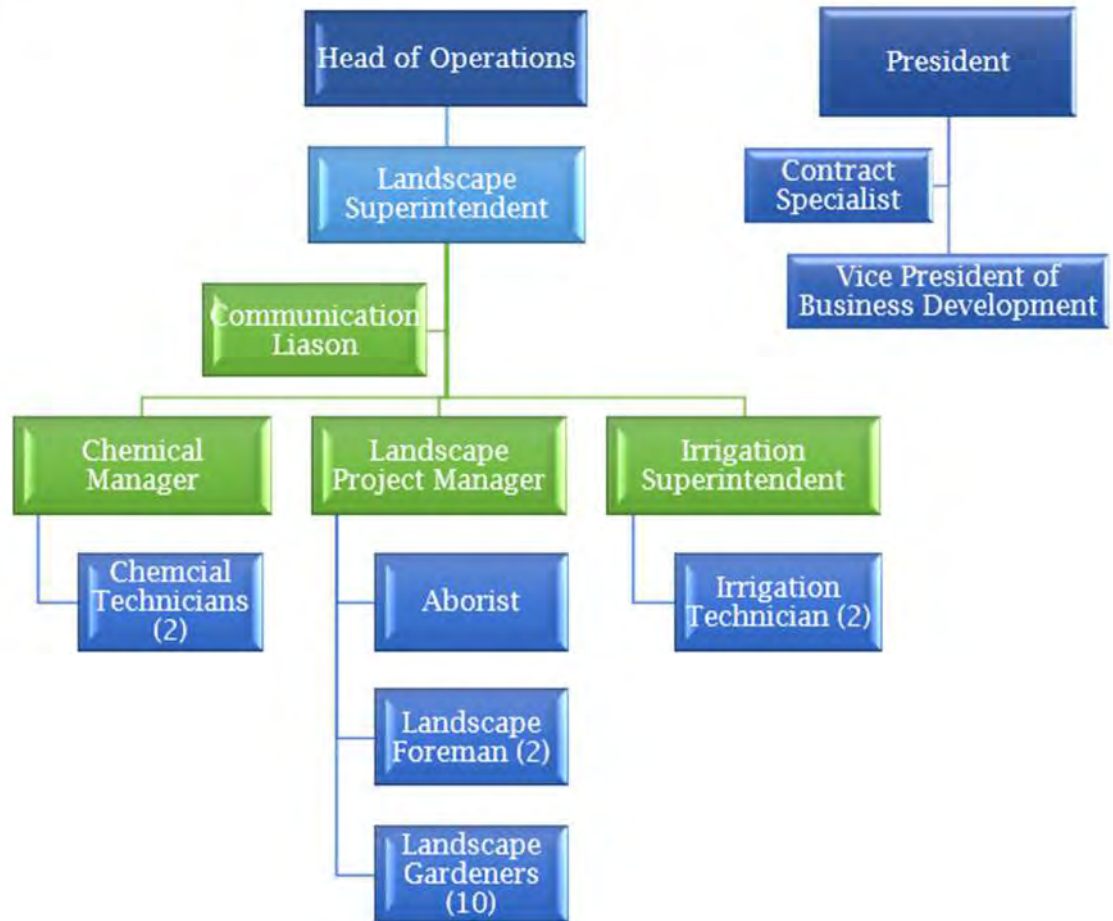
Resumes and licenses are included for reference



# Arazoza Brothers Corp.

## Organization Chart

Avenir





## **ALBERTO ARAZOZA**

### **PRESIDENT**

#### **ARAZOZA BROTHERS CORPORATION**

(February 1988 to Present)

##### **President**

My responsibilities include, but are not limited to: Managing the daily in-house operation, project sales, project design, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with general public. Responsible for budgeting projects to secure the financial needs of the operation.

#### **AGRI BROTHERS CORP.**

(Oct 1995 to Present)

##### **President**

My responsibilities include, but are not limited to: managing and overseeing the operations of over 30 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.

#### **EDUCATION**

University of Florida, Gainesville,

Bachelor of Science in Business Administration 1984-87.

Florida International University

Master of Landscape Architect Completed 2 of 3 years of program.

#### **AREAS OF SPECIALIZATION**

Florida Licensed General Contractor. Licensed Irrigation Contractor for Dade, Broward, Palm Beach Counties.

#### **PROFESSIONAL AFFILIATIONS**

Engineering Contractors Association Member

Board Member 2004-06

Vice President 2005-06

Florida Farm Bureau Board Member

Political Action Committee Chair

University of Florida IFAS

Chair Advisory Committee Member

FNGLA Member

Latin Business Association Member-

Awarded LBA Landscape Contractor of the Year-2014, 2017

Riviera Country Club Member

1998-Current

#### **CERTIFICATIONS**

State of Florida Certified Contractor CGC1506166 Exp 8/18

State of Florida Certified Irrigation Contractor SCC131151972

Exp 08/18



## **EDUARDO ARAZOZA**

### **VICE PRESIDENT**

#### **ARAZOZA BROTHERS CORPORATION**

(February 1988 to Present)

##### **Vice President**

My responsibilities include, but not limited to: Managing the daily field operations, supervising 65 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensured up-to-date techniques and procedures in the maintenance and installation of new material.

#### **AGRI BROTHERS CORP.**

(Oct 1995 to Present)

##### **Vice-President**

My responsibilities include, but are not limited to: managing and overseeing the operations and production of over 30 acres of wholesale nursery materials, project inventory requirements, analyze plant production, and supervising employees.

#### **COSTA NURSERY FARMS**

(July 1982 to January 1988)

##### **Sales Manager**

Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

##### **Production Manager**

Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

#### **EDUCATION**

Valley Forge Military Academy

#### **AREAS OF SPECIALIZATION**

Florida Certified Landscape Contractor License.

#### **PROFESSIONAL AFFILIATIONS**

FNGLA Member

FNGLA Board Member

Engineering Contractors Association Member

Riviera Country Club Member

#### **CERTIFICATIONS**

FNGLA Florida Certified Landscape Contractor Exp 3/16





**EDUARDO ARAZOZA JR.**  
**VP OF BUSINESS DEVELOPMENT**

**ARAZOZA BROTHERS CORPORATION**

**(January 2018 to Present, 6/2014 - 8/2014, 6/2013 - 8/2013))**

**PROJECT MANAGER**

My responsibilities include but are not limited to: Managing multiple projects including commercial and FDOT projects, coordinating material delivery to site, planning and scheduling work, meeting with project inspectors and contractors, processing permits, change orders, project and close out.

I have successfully completed the following projects:

- Avenir Phase 1 Streetscape, Palm Beach County
- MDX Dolphin Station Park & Ride, Miami-Dade County
- Biscayne Shores & Gardens Park, Miami-Dade County
- Unit 2C- Alton Parcel G PCD Landscape Buffer Imp., Palm-Beach County (in progress)
- PGA Blvd. & Florida Turnpike, Palm Beach County
- I-75/Bonita Beach Road Interchange, Lee County
- Portofino Landings, St. Lucie County
- Portofino Cove, Lee County
- Ft. Pierce/Port St.Lucie Rest Area, St. Lucie County

**PREVIOUS EMPLOYERS**

**Deutsche Asset Management (6/2016- 1/2018)**

**Asset Management Operations Analyst**

Partner with Portfolio Managers, Counterparties, and Custodians to fulfill the execution and confirmation of swaps, swaptions, futures, and other financial products in the derivatives space. Work directly with Mortgage Backed Security Traders and Portfolio Managers to fulfill the confirmation and settlement of specified pool trades and to-be-allocated trades, as well as complete pre-settlement allocations of all TBA funds.

**Merrill Lynch/Bank of America (6/2015-8/2015)**

**Client Associate**

Collaborated with the Senior Resident Director and Financial Advisor of the Miami Falls Branch, working on the account and relationship management of over eighty client portfolios with AUM of over \$300 million. Analyzed client portfolio diversification and suitability and assisted in developing programs to improve client-advisor relations.

**EDUCATION**

Florida State University  
Bachelor of Science in Business Finance



## THOMAS J. DAWSON MAINTENANCE PROJECT MANAGER

### Objective

Accomplished management professional in estate and property management with six years of Ritz-Carlton Management experience. Demonstrated abilities in operational leadership, project and program management, creative problem solving and process improvement. Proven track record in budget preparation and implementation.

### Ability Summary

- Estate and Property Management (Florida CAM License 2011 – 2015)
- Project Management
- Budget Preparation
- Excellent Written and Verbal Communication Skills
- Professional Landscape Experience

### Employment History

#### Maintenance Operations Manager

10/2020 – Present      Arazoza Brothers Corp.      7027 SW 87th Ave, Miami, FL

Responsible for day-to-day operations of the maintenance branch of Arazoza Brothers, Corp.

- Oversight for high end residential accounts
- Coordinate crew scheduling and equipment requirements
- Facilitate crew training onsite, in order to complete projects in an efficient and detail-oriented manner
- 

#### Property Manager

05/2015 – 9/2020      Deeridge Farms South      12500 Pierson Road, Wellington, FL

The day to day management of all activities on a 205 acre private equestrian facility.

- Manage the daily opening and closing of the Principals private residence.
- Work in tandem with the household staff to ensure the Principals needs are met.
- Report directly to the Principal on the status of projects in progress and future projects.
- Manage all vendors and contractors and provide assistance to vendors during special events.
- Develop and implement schedules for grounds maintenance and equipment upkeep.
- Manage 20 person landscape staff that is responsible for the care and maintenance of 60 acres of highly manicured landscape and turf and 145 acres of equestrian grounds. The staff is comprised of two assistant managers, a florist, turf manager, equipment manager, spray technician, handyman and 13 groundskeepers.

#### Project Manager

10/2014 - 05/2015      PGA National Resort and Spa      400 Ryder Cup Drive, PBG, FL





**THOMAS J. DAWSON**  
**MAINTENANCE PROJECT MANAGER**  
**(CONTINUE)**

- Hired by the Director of Agronomy to assemble and train the landscape maintenance staff for the 10 acre resort.
- Developed and implemented procedures and schedules for grounds maintenance.
- Designed and installed landscape enhancement projects throughout the resort including the front drive, spa, pool and conference areas.
- Supported the IMG staff and PGA National staff in the staging of all corporate and vendor spaces during the Honda Classic.

**Director of Residences**

10/2011 – 09/2014                      Ritz-Carlton Residences, Jupiter                      108 Night Hawk Dr, Jupiter, FL

The day to day management of the Eagle Tree Property Owners Association.

- Managed the Residential Services Department (Concierge Services for Homeowners)
- Oversight of Community Governance
- Budget Preparation
- Meeting Organization and Notice
- Board and Owner Communication
- Service Contract Negotiation and Vendor Oversight
- Served on The Eagle Tree HOA Architectural Review Board
- Managed the 1.1 million dollar landscape contract

**Landscape Superintendent**

08/2008-10/2011                      Ritz-Carlton Residences, Jupiter                      108 Night Hawk Dr, Jupiter, FL

Management of 18 person landscape crew for 83 single family homes and common areas located on 153 acres. This includes all aspects of landscape maintenance, pest control, irrigation and landscape enhancements.

**Account Manager**

01/2003-08/2008                      Valleycrest Landscape                      Dixie Highway, Stuart, FL

The management of three crews servicing 15 accounts totaling 1.8 million in annual revenue.

**Education and Training**

Lake City Community College                      Lake City, FL                      Landscape Design

**Honors & Activities**

- Florida Cam License
- Franklin Covey Breakthrough Leadership Training
- Member of The Ritz-Carlton, Jupiter Executive Committee
- Board Member of the Crestwood Condominium Owners Association 2015 – 2017
- Board President of the Crestwood Condominium Owners Association 2016 - 2017



## JOSE (PEPE) RUIZ SUPERINTENDENT

### EDUCATION

Escuela Secundria Tenica 23,  
Mexitacacan Jalisco, Mexio

### AREAS OF SPECIALIZATION

ATSSA Worksite Traffic Supervisor  
ID#37

OSHA Certified 10

### SUPERINTENDENT

**June 2004 to current – Project Superintendent-** my responsibilities include but are not limited to managing the daily field operations, weekly safety meetings, in the field design changes as well as project plan layout, overseeing 5 field crews on various projects, meeting with project inspectors and contractors.

**Mar 1993 to June 2004 – Foreman-** my duties included but were not limited to supervising a 5-man crew on job sites, project design and layout, and safety issues, installation of plan layout, equipment operator.

**Jan. 1992 to Mar. 1993 – Field Worker-** my duties included but were not limited to installing plants, trees, shrubs and other plant materials as per landscape plans, driver of the crew, overseeing the project, and specs and operating some equipment.

### RELEVANT PROJECTS

Project: Residences at Armani/Casa, Miami-Dade County \$2.1 million

Project: Avenir Phase 1 Streetscape, Palm Beach County \$4.7 million

Project: Unit 2C- Alton Parcel G PCD  
Landscape Buffer Imp., Palm Beach County \$1.5 million

Project: Paraiso Community, Miami-Dade County \$2.5 million



## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

With over 30 years of Landscape, Irrigation and Maintenance experience, Arazoza Brothers has completed a wide range of different projects, ranging from luxury hi-rise condominiums to multiple projects for Florida's Department of Transportation. Attached you will find a list of some of the projects we have completed across the State of Florida. Our experience has allowed us to become a leader in the field, as well as fostered relationships across multiple industries.

In regards to the landscaping, horticultural and irrigation maintenance at Avenir, Arazoza Brothers is uniquely positioned to handle this project and the moving parts that come with it. We have been the contractor at the Avenir development for the lifetime of the project, and have installed landscape and irrigation in the following areas:

- Spine Road Phase 1,2,3,4 & 6
- Town center Access Bypass Road
- Northlake Blvd. Medians
- Northlake Blvd. Right of Way & Streetscape
- Parcel A-4 East Buffer
- Parcel A-4 Sales Center
- Parcels 4,5,6,7 & 8
- CDD Park
- Lake Banks throughout the Avenir Development

- Avenir Clubhouse & Recreation Area
- Panther National Dr., Common Areas and Golf Course plantings

Having installed all plant material and sod that is in this maintenance package, our team has the expertise and familiarity to work maintain these landscapes properly. Our familiarity with the current landscape on the project, allows us to develop consistent maintenance plans that will allow the plant material to thrive. Avenir has one of the most diverse landscapes in the Palm Beach Gardens area, and our project team is aware of the different needs of each area and has been maintaining these areas over time to allow them to flourish. Our expertise and familiarity will be essential in order for Avenir to be maintained to the standards that all stakeholders and residents will be expecting.





## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

Within Avenir, we have built strong relationships with our fellow contractors who have been working alongside us to make this project the success it has become. Through constant communication and site coordination, we have worked together with all site contractors, to ensure that there will be no future conflicts in the development of this project.

Contractors that we have worked with on site include but are not limited to:

- Florida Select Builders
- H&J Contracting
- Centerline Construction
- Viking Utility Services
- Ranger Construction
- Sea Coast Utility Authority
- Ballbe & Associates

Throughout the duration of the project, we have built a team where constant communication is encouraged in order to reach the final product that ownership, the CDD, and the City of Palm Beach Gardens all envision for Avenir. The work alongside these contractors has fostered incredible relationships that extend far beyond the work completed inside of Avenir.

In addition to Avenir, we have completed multiple projects in Palm Beach Gardens. This has allowed us

to build relationships with city planners and staff. Over time, we have worked together with Mark Hendrickson (City Forester) and Brett Leone (Senior Planner), in order to design the site to accommodate the vision of what the final product of the Avenir development was at time of inception. Through multiple meetings with the city, we have worked together to create a sustainable and visually stunning landscape, that is positioned to thrive for years to come. Arazoza has also handled all permitting duties for the referenced projects, assuring that city staff are pleased from start to finish with the work being performed within Avenir.



## PROPOSER'S EXPERIENCE AND FAMILIARITY WITH PROJECT

In regards to site planning, Arazoza has worked hand in hand with Urban Design Kilday Studios, to ensure that all plantings meet the expectations of the landscape architect, Nick Mihelich. On-site meetings have been essential, as it has allowed us to plan the work in a way that will fulfill the vision of UDK. This has allowed UDK as well as Arazoza, to be on the same page at all times, and work together to maintain a sustainable and thriving landscape.

As the engineer on the project, Carlos Ballbe, and the team at Ballbe & Associates, have been an asset to us in the field. Their expertise and constant communication have allowed us to bring the Avenir project to life.

Within Avenir, we have found success by having constant communication with all city utility authorities, specifically Seacoast Utility Authority. Through numerous onsite meetings, phone calls and e-mails, we have worked alongside Seacoast to ensure that our plantings and irrigation lines do not conflict with their work.

Attached you will find multiple documents, past experience and licenses which highlight Arazoza Brothers' past experience with work of this scale, as well as our familiarity of the Avenir Development. In

addition to the Avenir Community Development District, we have also worked with multiple Community Development Districts including the Reedy Creek Development District (Walt Disney World) and Beacon Lakes Community Development District. We are looking forward to continuing our work within Avenir, in order to bring the final vision of the masterplan community to life.





### CONTRACTS COMPLETED

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>D.O.C.</u>	<u>Completed</u>	<u>% Complete</u>	<u>Name/Address of Owner</u>
<b>Prime-Contractor</b> Avenir Drive- Spine Rd PH5	\$ 1,907,264	Jan-23	Jul-24	65%	Avenir Development LLC 550 Biltmore Way #110 Coral Gables, FL 33134 Contact: Manny Mato Phone: 561-689-2910 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
Avenir Drive- Spine Rd PH6	\$ 910,933	Jan-23	Jun-24	45%	
<b>Prime-Contractor</b> Pather National Golf Course AB1519	\$ 4,659,633	Feb-23	May-24	90%	Centaur Palm Beach Owner, LLC 7108 Fairway Drive #340 Palm Beach Gardens, FL 33418 Contact: Scott Hedge Phone: 561-346 0102 <a href="mailto:hedge@panthernational.com">hedge@panthernational.com</a>
<b>Prime-Contractor</b> Spine Road Ph2 AB1316	\$2,106,736.00	Dec-21	Dec-21	100%	Avenir Community Dev.Dist. 2501 Burns Road Palm Beach Gardens, FL 33410 Contact: Manny Mato Phone: 305-562-7545 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
<b>Prime-Contractor</b> Spine Road Ph1 AB1145	\$3,235,941.15	Dec-19	Dec-20	100%	Avenir Community Dev.Dist. 2501 Burns Road Palm Beach Gardens, FL 33410 Contact: Manny Mato Phone: 305-562-7545 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>
<b>Sub-Contractor</b> Avenir Pod 6,7 & 8 AB1404	\$3,045,116.91	Oct-22	TBD	75%	Pulte Homes 1475 Centrepark Boulevard, 305 West Palm Beach, Florida 33401 Contact: Jamaine Lemon Phone: (561) 206-1411 <a href="mailto:Jamaine.Lemon@pulte.com">Jamaine.Lemon@pulte.com</a>
<b>Sub-Contractor</b> Avenir Parcel A-4 AB1319	\$762,016.00	Dec-20	Jun-21	100%	Kenco Communities 12101 Avenir Drive Palm Beach Gardens, FL 33412 Contact: Julie DeMore Phone: (561) 460-5614 <a href="mailto:ldemore@gokenco.com">ldemore@gokenco.com</a>
<b>Prime-Contractor</b> Avenir Drive- Spine Rd PH4	\$ 2,454,626	Jul-21	Dec-21	100%	Avenir Development LLC 550 Biltmore Way #110 Coral Gables, FL 33134 Contact: Manny Mato Phone: 561-689-2910 <a href="mailto:mmato@waterstonebuilders.com">mmato@waterstonebuilders.com</a>



## UNDERSTANDING OF SCOPE OF WORK

Arazoza Brothers intends to enter this contract with a clear understanding and vision for the scope of work that is being requested. In addition to our past work with all parties involved at Avenir, we have analyzed the Avenir site in its entirety and are prepared to fulfill the vision and standards that will be expected for the maintenance of the site. We are fully prepared to fulfill all duties asked of Arazoza onsite, and to build this project in its entirety from start to finish. Duties for this project include but are not limited to:

Landscape and Irrigation Maintenance throughout the following sites:

- Avenir Clubhouse & Recreation Area

### Lawn Service

- Mowing to be performed **42 times** per year:
  - Three mows per month for months January, February, March, October, November, and December
  - Four mows for the months of April, May, June, July, August and September

- Weeding: 12 times per year
- Hedge Trimming: 12 times per year
- Ornamental Care: Per specs in project bid manual
- Sod Replacement: Replace sod as needed and with District Manager Approval
- Ground cover edging per project specs in bid manual
- Plant pruning per project specs in bid manual
- Stake Removal
- Porter Service

### Fertilization and Spray Services:

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



## UNDERSTANDING OF SCOPE OF WORK

Integrated Pest Management Program per project specs in bid manual.

Pre-emergent and post-emergent herbicide application per project specs in bid manual.

Dead tree and shrub removal and replacement, employing the “*a missing shrub is better than a dead shrub*” tactic.

Irrigation maintenance per project specs in bid manual.

- 12 inspections annually to ensure proper function.

### Optional Services:

#### Mulching

- Arazoza Brothers has performed mulch replenishment for Spine Road Phase I and Northlake Blvd. Parkway in the past.

#### Replacing Seasonal Annuals

- With our knowledge of the site, we have identified the optimal annuals to plant in Avenir as well as the proper potting soil for the environment on site.

#### Tree Trimming

Furnish work schedules. Organization and coordination will be crucial throughout the lifetime of this project.

On-site coordination with all participating contractors and utility authorities

Coordination with all involved city officials

Coordination with Urban Design Kilday Studios

Coordination with the Community Development District

Site coordination with the Ballbe & Associates Team

Our experience working throughout the development has put us in a position to understand exactly what the district’s vision is for Avenir is going forward. We understand the need for this development, and what it will bring to the community, allowing us to put a plan in place to fulfill all duties requested of us onsite.



**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>
1	Avenir Drive Clubhouse Landscape Maintenance	\$ 68,510	\$ 12,000	
2	Avenir Clubhouse Irrigation Maintenance			\$ 7,920
<b><i>SUB-TOTAL =</i></b>		<b>\$ 68,510</b>	<b>\$ 12,000</b>	<b>\$ 7,920</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$88,430</b>

**OPTIONAL SERVICES:**

<i>Item No.</i>	<i>Description</i>	<i>Mulching</i>	<i>Replacing Seasonal Annuals</i>	<i>Tree Trimming</i>
		<i>Yearly Amount</i>	<i>Yearly Amount</i>	<i>Yearly Amount</i>
1	Avenir Clubhouse	\$ 17,100	\$	\$ 12,000
<b><i>SUB-TOTAL =</i></b>		<b>\$ 17,000</b>	<b>\$ 4.00 PER UNIT</b>	<b>\$ 12,000</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 29,000</b>



**OTHER SERVICES:**

<i>Item No.</i>	<i>Description</i>	<i>Occurrence</i>	<i>Tree Trimming</i>
<b>LABOR INFORMTION</b>			
1	# of Crew Members Weekly During Growing Season	16	#
2	# of Crew Members Weekly During non-growing season	12	#
3	# of Crew Irrigation Maintenance	2	#
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr 75.00
<b>SOD / SEE REPLACEMENT</b>			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf 2.00
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf 0.60
3	Bahia (s.f.)	As Needed/Requested	\$/sf 0.45
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr 45.00
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr 45.00

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.

# SCHEDULE

# June

# 2024

PRODUCTION SCHEDULES

MOWING TO START AT NORTHLAKE BLVD AND CONTINUE THROUGH PROPERTY  
IN A COUNTER CLOCKWISE PAHT DETAILING/PRUNING OF PROPERTY TO BE  
PERFORMED IN SAME PATTERN

## SAMPLE CALENDAR

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	DETAIL 3	MOW 4	MOW 5	DETAIL 6	DETAIL 7	8
9	DETAIL 10	MOW 11	MOW 12	DETAIL 13	DETAIL 14	15
16	DETAIL 17	MOW 18	MOW 19	DETAIL 20	DETAIL 21	22
23	DETAIL 24	MOW 25	MOW 26	DETAIL 27	DETAIL 28	29
30						



## Certifications, Licenses and Qualifications

<b>MBE Certifications</b>	<b>Exp Date</b>
City of Orlando	6/30/2025
State of Florida Dept of Supplier Diversity "Florida Statewide"	2/15/2025
Lee County	2/15/2025
Miami-Dade County Public Schools	11/2/2026

<b>Contractor Licenses</b>	<b>Exp Date</b>
State of Florida Registered Contractor CGC#1506166	8/31/2024
State of Florida Registered Irrigation Contractor SCC131151972	8/31/2024
Miami Dade County GC #7394521	9/30/2024

<b>Landscape Licenses</b>	<b>Exp Date</b>
Dade County Occupational #222152-1	9/30/2024
Broward Tree Trimming #189C-129	9/30/2024
Broward County Occupational #324-0224739	9/30/2024
Palm Beach County #1996-09852	9/30/2024
DEP Stormwater Mgt Instructor DEP#221	

<b>Irrigation Licenses</b>	<b>Exp Date</b>
Dade County Occupational #407669-1	9/30/2024
Dade County CC #04P000960	9/30/2025
Broward County Occupational #182-000125	9/30/2024
Broward County CC#04-CLS-741-R	8/31/2024
Palm Beach County Occupational #2005-01572	9/30/2024

<b>Qualifications</b>	<b>Exp Date</b>
Florida Certified Landscape Contractor (FNGLA) #C360148	3/31/2025
FDOT Landscape Contractor Prequalification	6/30/2024







Ron DeSantis, Governor

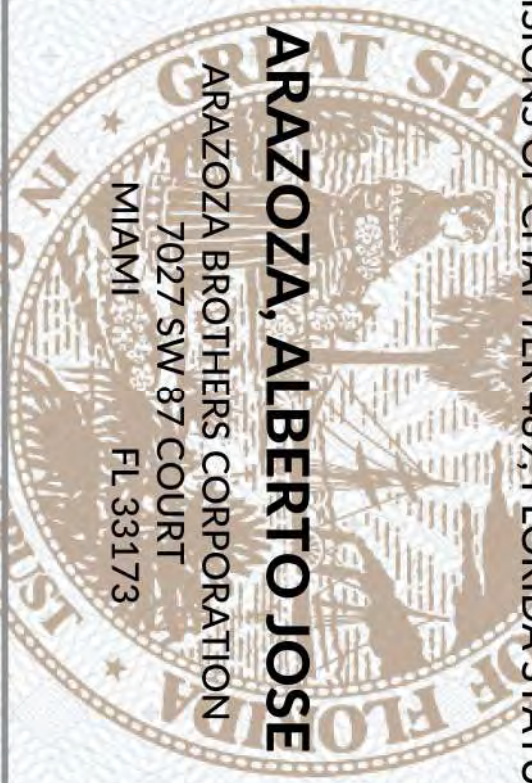
Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**ARAZOZA, ALBERTO JOSE**

ARAZOZA BROTHERS CORPORATION  
7027 SW 87 COURT  
MIAMI FL 33173

**LICENSE NUMBER: CGC1506166**

**EXPIRATION DATE: AUGUST 31, 2024**

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

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Ron DeSantis, Governor

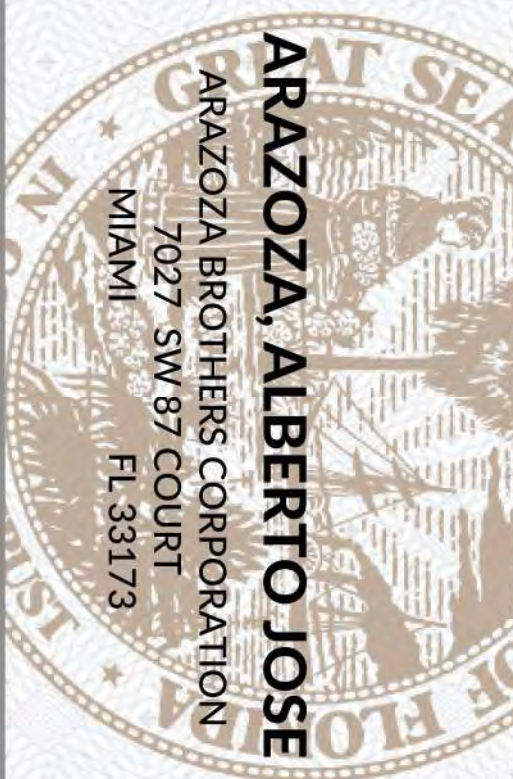
Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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



**ARAZOZA, ALBERTO JOSE**

ARAZOZA BROTHERS CORPORATION  
7027 SW 87 COURT  
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The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Eduardo Aragoza**      **C00148**

*The Title of*  
**FNGLA Certified Landscape Contractor (FCLC)**

Expiration Date: 3/31/2025  
Certified Since: 11/8/1996

  
Sarah A. Spatola, FNGLA President

  
Merry Mott, FNGLA Certification Director

**PROJECT MANUAL**



**AVENIR**

*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**

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

The 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. Ballbe, P.E. at BALLBE & ASSOCIATES, INC., 3564 N. Ocean Boulevard, Fort Lauderdale, Florida 33308, or at [carlos@baeng.us](mailto:carlos@baeng.us).

Work commencement tentative date – October 1<sup>st</sup>, 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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2	Avenir Site Plan #1 – Town Center Access Drive
3	Avenir Site Plan #1 - Northlake Boulevard Parkway
4	Northlake Boulevard Parkway – Phase 1
5	Coconut Boulevard (Spine Road #2) aka B&A Spine Road Phase Two
6	Avenir Master Lakes – Lake tract Maintenance – Phase One and Two
7	Avenir – Northlake Boulevard Phase 2
8	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three
9	Avenir Parcel A-4 West Buffer
10	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four
11	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five
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13	Avenir Town Center Northlake Blvd. Parkway Buffer
14	Avenir – Parcel C Northlake Parkway
15	Avenir – Parcel D Medical Center Northlake Parkway
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads)
17	Avenir Pump Station

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Miscellaneous Master Plan Exhibits for bidding purposes

## **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

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10.1 Sealed bids will be received by **Jason Pierman**, District Manager on behalf of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT** (Owner). The bids shall be based on selling and delivering all necessary labor, materials, equipment and services for the completion of the Work, including the installation of materials, supplies and equipment for the construction of **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](http://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](mailto: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](http://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

SECTION 10  
INVITATION TO BID

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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

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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](mailto:carlos@baeng.us). No phone inquiries please.

SECTION 20  
INSTRUCTION TO BIDDERS

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20.1 DEFINED TERMS

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

20.2 COPIES OF BIDDING DOCUMENTS

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

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

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

20.3 QUALIFICATIONS OF BIDDERS

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

20.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

SECTION 20  
INSTRUCTION TO BIDDERS

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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](mailto: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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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

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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

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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

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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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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 Contact 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

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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

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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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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

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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

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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

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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

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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
<b><i>SUB-TOTAL =</i></b>		<b>\$ 1,106,752.27</b>	<b>\$ 225,450.87</b>	<b>\$ 189,372.09</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 1,521,575.23</b>
<b><i>YEARLY PRICING ESCALATOR =</i></b>				<b>3%</b>

**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
<b><i>SUB-TOTAL =</i></b>		<b>\$ \$38,318.00</b>	<b>\$ \$994.00</b>	<b>\$ \$196,175.00</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ \$235,487.00</b>
<b><i>YEARLY PRICING ESCALATOR =</i></b>				<b>3%</b>

**OTHER SERVICES:**

<b>Item No.</b>	<b>Description</b>		
<b>LABOR INFORMTION</b>			
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
<b>SOD / SEE REPLACEMENT</b>			
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.

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

ballbé & associates, inc.

SECTION 40-2  
SUBCONTRACTOR FORM

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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:	<b>BrightView Landscape Services Inc.</b> <hr/>
SIGNATURE and DATE:	<i>Jose Zepeda</i> 5/17/2024 <hr/>
NAME AND TITLE:	<b>Jose Zepeda    Senior Branch Manager</b> <hr/>

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

# AVENIR CDD

## PHASE ONE AND PHASE TWO

*Landscape Maintenance Presentation*  
2024

Rich Ingram  
[rich.ingram@brightview.com](mailto:rich.ingram@brightview.com)  
561-445-2076

# The BrightView Difference

When you partner with BrightView, you have our commitment that we will manage your property and complete work on time and within budget. We provide the right equipment and manpower to perform any landscape project. Our team will take the same ownership, pride in the community and having all team members keep the site consistently looking like the residents expect. **Included in our price are services that are a resource to the community and are no additional charge for selecting BrightView as your trusted landscape advisor.**

✓ **COMPANY HISTORY | LEGACY**  
80+ years in the landscape industry: Design | Develop | Maintain | Enhance

✓ **ACTION PLAN | HORTICULTURAL ASSESSMENT | LANDSCAPE REPORT**  
BrightView follows a written step by step process of how the management of your landscape requirements will be executed.

✓ **TRAINED SKILLED CLIENT SERVICE TEAMS**  
800+ Employees in South Florida Trained; Skilled in all levels of landscape management

✓ **TENURE OF MANAGEMENT STAFF**  
Unmatched 15-year average management tenure in our South Florida Branches.

✓ **IN HOUSE TECHNICAL SERVICE**  
All of the technical services with regard to managing your landscape will require no third party involvement.

✓ **COMMUNICATION REPORTING TOOLS**  
A Quality Services Assessment report will be done regularly as well as Irrigation Reports, Fertilization and Lawn and Ornamental Pest reports and logs for our Service Activities

✓ **DIGITAL ENHANCEMENTS**  
4 Local Landscape Designers to provide renderings of landscape improvements

✓ **EMERGENCY STORM PLANNING**  
With over 3000 employees in Florida we have proven that we are uniquely qualified to mobilize for hurricane recovery.

# Committed to Your Success at Every Stage of Your Landscape

## Design

Forward-thinking, constructible design that considers future operating costs



**One Partner**  
to take care of you and all your landscape needs.

## Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

## Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

## Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

### Design

- Landscape Architecture & Planning
- Design-Build
- Program Management
- Irrigation

### Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

### Maintain

- Landscape
- Tree Care
- Specialty Turf
- Exterior Maintenance

### Enhance

- Enhancements
- Sustainability
- Water Management

# A Trusted Advisor

## SERVICES

### Design

- Landscape Arch. & Planning
- Design-Build
- Program Management

### Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

### Maintain

- Landscape
- Tree Care
- Specialty Turf
- Exterior Maintenance

### Enhance

- Enhancements
- Sustainability
- Water Management

## OFFICES

### Wellington

13701 Okeechobee BLVD  
Loxahatchee, FL 33470

### Fort Lauderdale

- 2711 SW 36<sup>th</sup> Street
- Fort Lauderdale, FL. 33312

### Pembroke Pines

- 6941 SW 196<sup>th</sup> Avenue
- Suite 30
- Pembroke Pines FL. 33332

### Boca Raton

11600 S Military TRL.BLD J  
Village of Golf, FL

## EMPLOYEES

### Sunrise

- 220 Gardeners
- 10 Supervisors
- 7 Certified Technicians

### Dania Beach

- 210 Gardeners
- 17 Supervisors
- 8 Certified Technicians

### Pembroke Pines

- 150 Gardeners
- 10 Supervisors
- 5 Certified Technicians

### Boca Raton

- 190 Gardeners
- 9 Supervisors
- 6 Certified Technicians

## FACTS

### Years in Business

- Since 1939
- Over 80 years

### Florida Corporation

- BrightView Landscape Services, Inc.
- FEIN #: 95-419223

### Insurance

- Aon Risk Services
- General Commercial
- Auto & Workman's Comp

### Bonding Ability

- Aon Risk Services
- Excess of \$200 Million
- \$25 million for single project



# A Trusted Advisor

## LICENSES

### Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

### Irrigation

- Florida Certified Plumbers Irrigation Association Member
- Smart Water Irrigation

### Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

### Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

## QUALIFICATIONS

### Best Management

- Florida Friendly Landscaping
- Train the Trainer

### Emergency Response

- Certified First Responder
- Competent in Training

### Storm Water

- Emergency Recovery
- Certified Assessor

### Safety

- State Rules and Regulations
- Fall Protection

## CERTIFICATIONS

### FDOT

- Setup Certified
- Competent Trainer

### CPR

- First Aid
- Instructor

### OSHA

- Hi Lift Certified
- Osha - 10 card

### Horticulturalist

- FNGLA Certified Technicians

## DEGREES

### Agronomy

- BA | As
- Florida, Penn State

### Horticulture

- BA | As
- Florida, Penn State

### Business

- BA | As
- FAU | Florida State

### Plant Science

- BA | As
- Florida | Rutgers

# JOB DESCRIPTIONS

## Upper Level Supervisors - Branch Manager and Account Manager

The Branch Manager and Account Manager are the direct contacts and liaisons between your community and our operations team. The Account Manager will communicate with your community's property management team offices daily to ensure all parties are 100% aware of what is happening. They will host quality service assessments, property walks, safety audits and make sure the condition of the property exceeds your standards.

## Assistant Branch Manager

The Assistant Branch Manager oversees and directs all field operations and ensures work is being conducted and completed in a manner commensurate with maintenance specifications. They report all closed work orders back to the on site Property Management Team.

## Supervisor/Production Manager/Crew Leader

Each field operations team is assigned a Crew Leader who will be on your property every day. The Crew Leader reports any damage and urgent situations to the Account Manager and Property Manager and ensures all necessary items are carried out on a daily basis. They inspect the property daily to uphold quality control standards.

## Staff (Field and Landscape Crews)

At the heart of our company are our crews and landscape gardeners. All staff which execute services within this contract and its accompanying exhibits and specifications will be assigned as proprietary staff to your association as opposed to traveling group of staff which perform work on multiple properties. Your team will fulfill all community requests and are directed by the Account Manager, Assistant Manager and Crew Supervisors.

## Irrigation Specialist

Irrigation specialists oversee the entire irrigation system at your community. They will be completing wet checks, making repairs and fine tuning the system regularly.

## Chemical Applicator

Our chemical applicator treats all participating properties with EPA approved pesticides in accordance with best management practice. They utilize proper fertilization methods that best fit the needs of your property. All fertilization team members are highly trained and licensed.

## Install Team (Enhancement Team)

Enhancement teams and our landscape design staff are skilled designers who can visualize and execute cost effective, sustainable landscape solutions to your sites needs. They work with the Account Manager, Landscape Committee, Board and Property Management team to develop designs, renderings and cost estimates.

## Additional Resources Available to Our Clients

BrightView's team includes the finest arborists, horticulturists, agronomists, irrigation experts, and designers, many of whom are nationally recognized. Their expertise is available to be shared with our clients as needed.

## BrightView Leadership Leadership

### **Charles Gonzalez: SVP & GM for South Florida**

- Over 35 years in Florida's Green Industry
- Certified Green Industry Best Management Practices
- Member of Latin Builders Assoc., Irrigation Assoc., & FNGLA
- Joined BrightView in 1992
- Owned and operated 35<sup>th</sup> largest landscape company in the U.S.
- Charles.Gonzalez@brightview.com

### **Jose Zepeda: Senior Branch Manager Palm Beach**

- Over 35 years in the Green Industry
- BrightView employee for 15 years
- #1 branch of the year 2018 – BrightView
- B.S. in Horticulture
- Certified Pest Operator and Green Industry Best Management Practices
- Integrated Pest Management Specialist
- Qualified Florida Contractor
- Jose.Zepeda@brightview.com

### **Peter Olmedo: Branch Manager**

- 14 years in the Green Industry
- BrightView Employee for 9 years
- Sports Turf Manager for 8 years
- Certified Green Industry Best Management Practices
- MOT Certification
- Peter.Olmedo@brightview.com

### **Kyle R. Krause: Area Director BrightView Golf Southeast Florida**

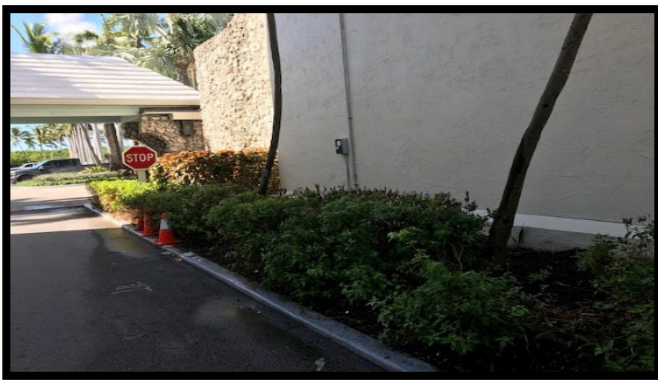
- 12+ year golf course management
- Bachelor of Science - Degree in Turf-Grass Science | The Pennsylvania State University, University Park, PA
- GCSSA Class A Superintendent
- IPM and BMP Certified
- Florida Pesticide License 2018- Current
- Golf Course Superintendents Association of America | 2012 – Present
- Palm Beach Golf Course Superintendents Association | 2019 – Present

## DEDICATED ENHANCEMENTS MANAGER



Ramiro Fernandez is the Enhancement Manager for our South Florida Branches. Ramiro has been involved in maintenance and irrigation management throughout the years but his true passion is landscape design, renovation and installation. Mr. Fernandez has been part of the BrightView family for over 13 years and has more than 20 years' experience in the industry.

Ramiro has been running the Enhancement Division for BrightView for over 6 years now and has provided major renovations for partners like St. Regis, Ocean Reef, Mercy Hospital, Trump Grande and Beach Place in Sunny Isles. Outside of work Ramiro spends most of his time with his six children and when he does find a little free time he is working on cars as he 'has a need for speed.



## DEDICATED IRRIGATION MANAGER



Carlos Victoria has over 27 years working in the construction / Irrigation industry. As founder of Victoria Construction (1993) and Central Irrigation (2007) has provided him a wide range of experience in the Construction and Irrigation field. With a passion for the irrigation industry, Carlos came on board to ValleyCrest today's (Brightview Landscape Maintenance) in 2009. Today, he serves as the South Florida Regional irrigation Advisor for the company. As an Irrigation contractor/designer, he has developed interest in the water conservation field, becoming a leader using smart irrigation advanced technology for water conservation purposes.

GC NY lic: H-07073

Lawn Sprinkler License Miami FL: 07P000163

Lawn sprinkler License Broward: cc# 08-CLS-14754-R

Backflow Tester License: H-03178

Florida State Plumbing License: CFC1429383

Carlos Victoria has received an engineering degree from CUNY University and currently possess and holds various contracting licenses in the State of FL and NY. Currently he is a Member of the Irrigation Association and other irrigation affiliations.



# ISA CERTIFIED ARBORISTS



Name: Corine M. Ferré  
Address: 4155 E Mowry Drive  
Homestead, FL 33033  
Phone: (786) 999-4483  
Email: [corine.ferre@brightview.com](mailto:corine.ferre@brightview.com)

Ms. Ferré is also a certified instructor at Fairchild Tropical Gardens. She does monthly guided palm and native trail tours at many of our communities.

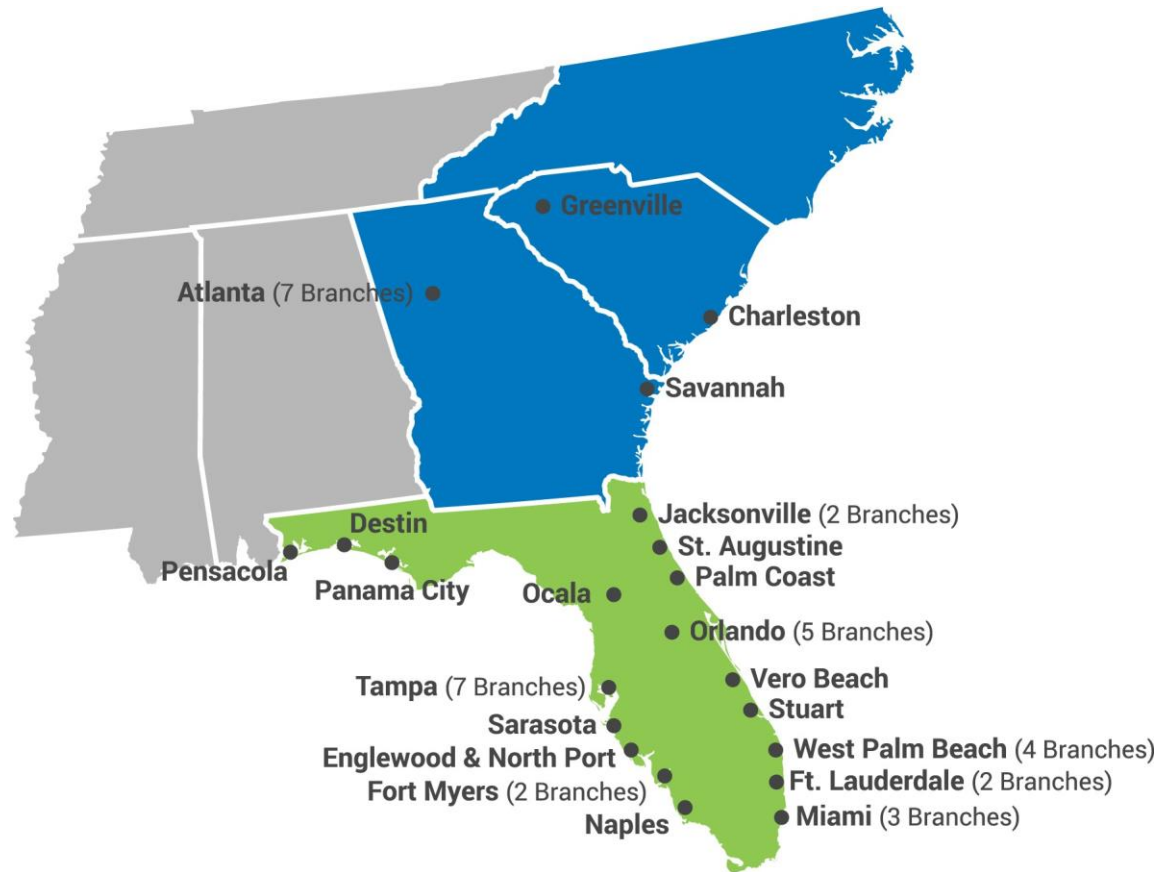
Certification is available to those who meet predetermined and standardized criteria for knowledge, skills, or competencies. The knowledge needed to pass a Certification assessment is learned through self-study and experience. The assessment is conducted independent of a specific class, course, or other training program. To retain the credential, certificants must meet requirements for renewal.

- ✓ Experience includes both instruction and assessment as part of the program
- ✓ Tests specific knowledge, skills, or competencies associated with learning outcomes
- ✓ Awards a Qualification only to those participants who meet the standards for performance, proficiency, or passing score
- ✓ Allows trainers to know and be familiar with the assessment questions
- ✓ Permits trainers to assess their own trainees, depending on the requirements of a given program
- ✓ Requires credential holders to retrain and retest at the end of a set period of validity, unless qualification is determined to be valid for life



[BrightView Tree Care Services Hollywood](#)  
(hyperlink)

# BrightView's Got Florida Covered



# BRIGHTVIEW'S EQUIPMENT





# BRIGHTVIEW'S EQUIPMENT





# Preserving a Safe Environment



U.S. Citizenship and Immigration Services



- To ensure 100% compliance with all labor and immigration laws, we are voluntarily enrolled in E-Verify in all states in which we operate.
- The organization's participation in E-Verify improves our ability to ensure the individuals we hire and who are working on our clients' sites are authorized to work in the United States.
- E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.
- BrightView also participates in the United States Citizenship and Immigration Services (USCIS) H-2B Visa program during seasonal periods when additional workforce is required.

**Employment Eligibility Verification** USCIS Form I-9  
 Department of Homeland Security  
 U.S. Citizenship and Immigration Services

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employees are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which documents an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) First Name (Given Name) Middle Initial Other Last Names Used (If Any)  
 Address (Street Number and Name) Apt. Number City or Town State ZIP Code  
 Date of Birth (mm/dd/yyyy) U.S. Social Security Number Employee's E-mail Address Telephone Number

I am aware that federal law provides for imprisonment and fines for false statements or false documents in connection with the completion of this form.  
 I attest, under penalty of perjury, that I am (check one of the following):

1. A citizen of the United States  
 2. A noncitizen national of the United States (See instructions)  
 3. A lawful permanent resident (Alien Registration Number/USCIS I-20 Number)  
 4. An alien authorized to work until (expiration date, if applicable) (Some aliens may write "N/A" in the expiration date field.) (Alien Registration Number/USCIS I-20 Number, An Alien Registration Number/USCIS Number OR Form I-94 Number, or Form I-94 Number OR Foreign Passport Number)

1. Alien Registration Number/USCIS Number: \_\_\_\_\_  
 OR  
 2. Form I-94 Admission Number: \_\_\_\_\_  
 OR  
 3. Foreign Passport Number: \_\_\_\_\_  
 Country of relevance: \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_

**Preparer and/or Translator Attestation (check one):**  
 I did not use a preparer or translator.  A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
 (Fields below must be completed and signed when preparer(s) and/or translator(s) assist an employee in completing Section 1.)  
 I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this Form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_  
 Last Name (Family Name) First Name (Given Name)  
 Address (Street Number and Name) City or Town State ZIP Code

Employer Completes Next Page

Form I-9 07/17/17 N Page 1 of 3





# BrightView Resources

Delivering Added Value to Your Community



# Quality Site Assessment

Prepared for: Liberty Bay HOA

## General Information

- DATE: Tuesday, Nov 21, 2023
- NEXT QSA DATE: Monday, Feb 19, 2024
- CLIENT ATTENDEES: Amanda Foster
- BRIGHTVIEW ATTENDEES: Jose Zepeda

## Customer Focus Areas

Maintenance items

### Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1</p> <p>Site Cleanliness</p>	 <p>2</p> <p>Weed Free</p>	 <p>3</p> <p>Green Turf</p>
	 <p>4</p> <p>Crisp Edges</p>	 <p>5</p> <p>Spectacular Flowers</p>	 <p>6</p> <p>Uniformly Mulched Beds</p>



### Maintenance Items



**1** Grass has been mowed in advance of the holidays

**2** Property has been trimmed and weed control on beds completed

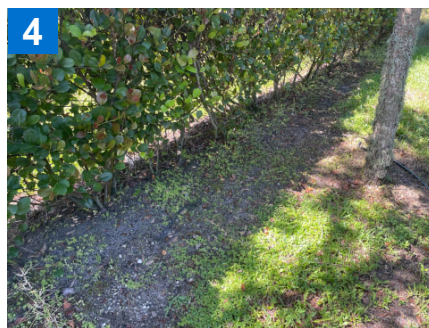
**3** Damaged grass was fixed for second time

**4** Property is fully detailed and weed free

# QUALITY SITE ASSESSMENT

## Liberty Bay HOA

### Completed Items



**1** Bushes in common area trimmed and beds treated for weeds

**2** Example of concrete edged and grass mowed

**3** Example of trimmed bushes and mowed lawn

**4** Some weeds under hedges will need to be treated again. We will monitor and apply as needed

# Introducing the All New BrightView Connect



Stay connected with your landscape services — anytime, anywhere. With the new BrightView Connect, managing your landscape services has never been easier. This secure online portal is private to you, with a host of convenient features available on demand. [See what BrightView Connect can do for you:](#)



**Submit Service Requests**  
Effortlessly request service and upload photos of affected areas for reference

## Receive Service Confirmations

Know when services are completed, via a cadence and method that works best for you



**View Your Enhancement Proposals**  
BrightView Connect keeps the proposals in your account and at your fingertips

**View Your Standard Maintenance Schedule**  
Know the dates we plan to be on your property



**View Quality Site Assessments**  
A historical account of our performance on your property available for easy reference any time

**Communication Your Way**  
Voluntary participation means no matter how you choose to connect we'll always be responsive



Go to [connect.brightview.com](https://connect.brightview.com) to get started or ask your Account Manager for assistance.

*Some features may not be available at all properties.  
Check with your Account Manager for more details.*





# DESIGN CAPABILITIES



# EMERGENCY RESPONSE

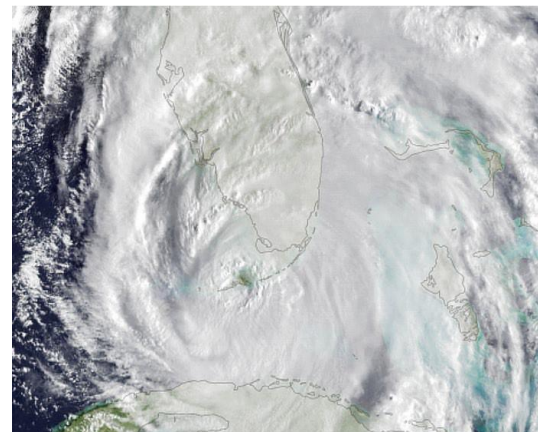
When a catastrophe occurs such most recently with Hurricane Irma, we have the capabilities and manpower to respond immediately. With 47 locations throughout the Southeast alone, [we leverage our local and national resources](#) to bring in additional teams and equipment from outside the area. This allows us to ensure the site is safe and free from hazards.

Resources from branch offices will be available in the event of an emergency to ensure [our customers have access to crews and equipment quickly](#). We partner with generator-powered area hotels to provide accommodations for our staff. We have no FEMA obligations that would impact our ability to clean up your site in a prompt manner.

*Safety before and after* a storm is our primary focus. Immediately following the storm, our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris from structural dwellings that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed and removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed.

Our benchmark is to have your property back to normal within [one week](#) of the all-clear.





# Let us Help you Weather the Storm.

Hurricane season is upon us again. No matter what Mother Nature may bring, your BrightView team is looking out for you. To ensure we're able to provide you with a swift and seamless response following severe weather, we recommend the following: ▼



**SAMPLE**

- ▶ **Pre-Authorize Post-Storm Clean Up**  
Pre-authorization of hurricane clean-up services allows us to immediately begin work post-storm, getting you back to business-as-usual as soon as possible. Learn more below about the action plan we mobilize on your behalf, and indicate your authorization with a signature on the next page.
- ▶ **Keep us Apprised of your Insurance Requirements**  
Let us know any special needs or requirements your insurance carrier may have for documenting damages or corrective actions resulting from a storm. Our team will help make your job easier by photographing representative damage and journaling manpower, equipment and the work provided in our repairs.
- ▶ **Let us Know How to Reach You**  
Previous years' storms have shown us how vulnerable communications can be during and after severe weather. Update your contact information on the following page so we can keep you apprised during emergency response situations.
- ▶ **Prepare your Trees**  
Most maintenance contracts cover tree pruning to provide traffic clearance, but this doesn't prepare trees for hurricanes or excessive wind. Dramatically reduce the risk of damage and injury by structurally pruning weak or dead branches and opening canopies to reduce resistance. Schedule an assessment with our certified arborists to ensure your trees are ready.

## Have Peace Of Mind With Pre-Authorized Storm Clean-Up.

Your BrightView team has an action plan that proactively addresses your needs in an emergency situation. With pre-authorized clean-up, we're on the ground canvassing your property to assess damage as soon as the storm has passed, and quickly dispatch the appropriate landscape and tree care services teams to address your needs, prioritizing safety first:

- ▶ Vehicle access is cleared, allowing emergency personnel access.
- ▶ Debris from structural dwellings that may pose immediate risk is cleared.
- ▶ Plant material that may have a chance of surviving is replanted.
- ▶ Hazardous damaged limbs that remain in trees are trimmed and removed.
- ▶ Tree limbs, rootballs, or large wood debris remaining on the ground is chipped and removed.
- ▶ Final restoration of any remaining damages or losses resulting from the storm is performed.

To expedite clean-up efforts, we leverage our national resources to bring in additional teams from outside the area. Normal maintenance operations can typically resume the following week for all but the most severely debris-impacted properties. If you would like to pre-approve BrightView to perform clean-up operations as detailed above, sign where indicated. Our emergency rates are also listed for your review. Dump expenses range based on the material, size and weight.

### Contact Us

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Approval for clean-up services:

Sign	Property Name
Print Name/Title	Date

### Emergency contact numbers:

Name	Phone
Name	Phone

### Hurricane Price List

Labor	\$60/hour
Operator	\$75/hour
Driver	\$75/hour
340/44 S/454 Tractor Loaders	\$150/hour
New Holland - Solid Steer Loader	\$150/hour
Backhoe	\$150/hour
Delivery/Pickup All Tractors except 444	\$450
Delivery/Pickup 444	\$500
Flatbed Truck	\$75/hour
Water Truck	\$175/hour
Irrigation Work/Tech	\$75
Irrigation Work/Helper	\$50
Tree Trimming/Per Day/3 Man Crew	\$3600
Crane Rental/60 Ton	\$264/hour
Stump Grinder/Per Hour + Operator	\$225/hour

# QUALITY WORKMANSHIP





# QUALITY WORKMANSHIP





# QUALITY WORKMANSHIP





# LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card - Construction Safety and Health
- FL Pesticide Applicator Certificate - Registered Tech
- VCLM - Excavation Safety - Competent Person Training
- VCLM - Forklift Safety - Trainer
- VCLM Fall Protection Training
- VCLM Fall Protection - Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamental
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 30 years of experience in the green industry
- Degreed horticulturalist
- Masters of Business Administration



**American  
Red Cross**  
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



Temporary Traffic Control  
(Maintenance of Traffic)  
Training Handbook

OFFICE OF DESIGN - ROADWAY STANDARDS SECTION  
JANUARY 2015  
TALLAHASSEE, FLORIDA



**FEMA**



NATIONAL  
ASSOCIATION OF  
LANDSCAPE  
PROFESSIONALS



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BrightView Landscape Services, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) <b>5</b></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 740655</b></p> <p><b>6</b> City, state, and ZIP code <b>Atlanta, GA 30374-0655</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	5	-	4	1	9	4	2	2	3

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>11/10/23</b>
------------------	----------------------------	------------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



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

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

**\*\*LOCATED AT\*\***  
**13710 OKEECHOBEE BLVD**  
**LOXAHATCHEE FL 33470**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	BRIGHTVIEW LANDSCAPE SERVICES INC		B23.736595 9/20/2023	236.25	B40139136

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

BRIGHTVIEW LANDSCAPE SERVICES INC  
 BRIGHTVIEW LANDSCAPE SERVICES INC  
 980 JOLLY RD STE 300  
 BLUE BELL PA 19422

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201364290**  
**EXPIRES: 9/30/2024**

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



Thank You for Your Consideration!



Complete Property Maintenance  
Est. 1977



AVENIR

P A L M B E A C H G A R D E N S



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 855.CPM.LAWN | cpmlawn.com



## Company Overview

Complete Property Maintenance has been the leader in South Florida landscape maintenance since 1977. We operate out of offices and nurseries located in Coconut Creek, Delray, Lantana, Jupiter, and Pt. St. Lucie. Out of these locations we serve Homeowner Associations in Broward, Palm Beach, Martin, and St. Lucie Counties.

CPM's mission is to enrich our clients lives through landscaping. By exceeding the standards of quality, performance, and communication we accomplish this mission and experience consistent client retention. Being a purpose driven company, we've created a culture of dedication and hard work that results in low employee turnover. These characteristics have allowed us to remain a leader in our industry throughout our many years of business.



# Services Overview



## Lawn & Landscape Maintenance

- Turf cutting, edging, and weed eating
- Trimming and shaping of hedges and ornamentals
- Maintenance and weed removal of bed areas



## Tree Trimming

- Trimming by Certified Arborist
- Structure pruning, crown reduction, and coconut removal
- Root pruning, hedge removal, and stump grinding and removal



## Landscape Design and Installation

- Custom designed landscapes
- Full landscape, hardscape, and lighting installations
- Seasonal flowers, mulch, and drainage



## Irrigation

- System monitoring, wet checks, and programming
- Repair of wiring, clocks, valves, pumps, and main lines
- Irrigation installation and consultation



## Fertilization and Pest Control

- Consistent turf and ornamental fertilization
- Diagnostic and treatment of turf, shrubs, palms, and trees
- Pest identification and management



# Company Profile



502

team members



5

offices in South Florida



46

years in business



9

years average account manager tenure



96

% customer retention



2016

average year of vehicle



11

acres of nursery space



7

full time mechanics



COMPLETE  
PROPERTY  
MAINTENANCE

# Current Avenir Profile



## Management Personnel

- John Thanhauser – Branch Manager (8 Years) | [johnt@cpmlawn.com](mailto:johnt@cpmlawn.com)
- Oscar Lema – Account Manager (14 Years) | [oscarl@cpmlawn.com](mailto:oscarl@cpmlawn.com)
- Ray Rivera – Production Supervisor (4 Years) | [rayr@cpmlawn.com](mailto:rayr@cpmlawn.com)
- Glen Tart – Irrigation Supervisor (8 Years) | [glent@cpmlawn.com](mailto:glent@cpmlawn.com)

## Production Personnel

- 2 – Mow Crew Foreman
- 15 – Mow Crew Personnel
- 1 – Trim Crew Foreman
- 6 – Trim Crew Personnel
- 4 – Weed Technicians
- 1 - Porter
- 4 – Roving Irrigation Technicians
- 2 – IPM Technicians

## Equipment Overview

- 2 – 2021 Toyota Tacoma
- 2 – 2024 Isuzu Box Truck
- 1 – 2020 Isuzu Landscape Truck
- 1 – 2018 Ford Transit Van
- 1 – 2017 Isuzu Landscape Truck
- 6 – John Deere Gators
- 3 – Golf Carts
- 4 – 60” Wright Standard Lawn Mowers
- 4 – 52” Wright Standard Lawn Mowers
- 3 – 36” Wright Standard Lawn Mowers
- 1 – 30” Commercial Push Mower
- 2 – 21” Commercial Push Mowers



# Additional Company Profile



## Personnel

- Shane Humble – President (9 Years)
  - FCHP, FLLMT, BMP, PLM, L&O, Board of Directors FNGLA, Certified FNGLA Judge
  - [ShaneH@cpmlawn.com](mailto:ShaneH@cpmlawn.com)
- Alex Perez – Branch Manager (Coconut Creek - 11 Years)
  - [AlexP@cpmlawn.com](mailto:AlexP@cpmlawn.com)
- John Johnson – Branch Manager (Jupiter & Port St. Lucie - 15 Years)
  - Irrigation Technician and Licensee
  - [JohnJ@cpmlawn.com](mailto:JohnJ@cpmlawn.com)
- Jodie Spalding – Tree division Manager (22 Years)
  - Certified Arborist
  - [JodieS@cpmlawn.com](mailto:JodieS@cpmlawn.com)

## Supporting Office Staff

- Meredith Hopper – Administrative Supervisor and Accounts Payable (27 Years)
  - [MeredithH@cpmlawn.com](mailto:MeredithH@cpmlawn.com)
- Georgette Marcotte – Comptroller (25 Years)
  - [GeorgetteM@cpmlawn.com](mailto:GeorgetteM@cpmlawn.com)
- Dionne Montgomery - Accounts Receivable (11 Years)
  - [DionneM@cpmlawn.com](mailto:DionneM@cpmlawn.com)
- Ariadna Buenaventura – Accounts Receivable, Collection and Contract (10 Years)
  - [AriB@cpmlawn.com](mailto:AriB@cpmlawn.com)
- Claudia Perez – Accounts Receivable and Scheduling (8 Years)
  - [ClaudiaP@cpmlawn.com](mailto:ClaudiaP@cpmlawn.com)
- Jimmy Tight – Project Implementation Coordinator and Industrial Engineer (3 Years)
  - [jimmyt@cpmlawn.com](mailto:jimmyt@cpmlawn.com)

**Federal Tax ID:** #59-1793836

## Landscape Division

- Joe Fried – Design & Installation
- Clark Kwiatkowski – Design & Installation
- Jeff Osias – Design & Installation
- Gilberto Lanza – Design & Installation
- Marie McGilvary – Design & Installation

## Irrigation Division

- John M. Johnson – Irrigation Technician & Licensee
- David Landers – Irrigation Technician & Manager
- Kenny Lauderdale – Irrigation Technician & Manager
- Glenn Tart – Irrigation Technician & Manager

## Certifications

- International Society of Arborists
- State of Florida Bureau of Entomology & Pest Control
- Florida Nursery, Growers, and Landscape Association
- State of FL Dept. of Agriculture & Consumer Services Licensed Dealer

## Licenses

- **Business Licenses:**
  - Broward County
  - Palm Beach County
  - Martin County
  - City of Coconut Creek
  - County of West Palm Beach
  - City of Boynton Beach
- **Irrigation Licenses:**
  - Broward County
  - Palm Beach County
  - State of Florida
- **Tree Trimming Licenses:**
  - Broward County
  - Palm Beach County
  - City of Coconut Creek

## Insurance Agent

- **M D Iverson Group**
  - 8420 Senoia Rd Suite 208, Fairburn, GA 30213
  - Phone: (678) 325-7925 Fax: (678) 405-3239
  - Attention: Michael Iverson



# Customer Profiles

## **Jupiter Country Club**

Campbell Property Management

Contact: Christine DiRenzo

Email: [cdirenzo@campbellproperty.com](mailto:cdirenzo@campbellproperty.com)

Phone: (561) 203-7910

Years Servicing: 16



## **Tradition CDD \*Additional CDD Experience**

Castle Group

Contact: Angela Shepherd

Email: [ashepherd@castlegroup.com](mailto:ashepherd@castlegroup.com)

Phone: (772) 345-5101

Years Servicing: 3



## **Dakota Homeowners Association**

Campbell Property Management

Contact: Kelly Endlich

Email: [kendlich@campbellproperty.com](mailto:kendlich@campbellproperty.com)

Phone: (561) 404-9204

Years Servicing: 2



## **The Ridge at the Bluffs**

Campbell Property Management

Contact: Diane Rodriguez

Email: [ridgepm@campbellproperty.com](mailto:ridgepm@campbellproperty.com)

Phone: (561) 527-4641

Years Servicing: 11



## **Stone Creek Ranch HOA**

Exclusive Property Management

Contact: Stephanie Cathon

Email: [scathon@exclusivepm.net](mailto:scathon@exclusivepm.net)

Phone: (954) 969-1330

Years Servicing: 6



# Customer Profiles

## **Mizner Country Club**

Campbell Property Management

Contact: Alyson Ruprecht

Email: [aruprecht@campbellproperty.com](mailto:aruprecht@campbellproperty.com)

Phone: (561) 203-7910

Years Servicing: 17



## **The Bridges Homeowners Association**

GRS Management Association Inc.

Contact: Meagen Cutchens

Email: [mcutchens@grsmgt.com](mailto:mcutchens@grsmgt.com)

Phone: (561) 641-8554

Years Servicing: 7



## **Seven Bridges Homeowners Association**

Campbell Property Management

Contact: Jennifer Hall

Email: [jhall@campbellproperty.com](mailto:jhall@campbellproperty.com)

Phone: (561) 501-6808

Years Servicing: 3



## **Briarcliff @ Woodfield Country Club**

Hawk-Eye Management

Contact: Shitel Patel

Email: [spatel@hawkeyefla.com](mailto:spatel@hawkeyefla.com)

Phone: (561) 363-3706

Years Servicing: 13



## **Tuscany Bay**

Campbell Property Management

Contact: Sandy Diaz

Email: [sdiaz@campbellproperty.com](mailto:sdiaz@campbellproperty.com)

Phone: (561) 424-0056

Years Servicing: 7





## Summary

Thank you for allowing us to present our services for your consideration.

We look forward to the opportunity to provide you with an outstanding customer experience!



**PROJECT MANUAL**



**AVENIR**

*Scope of Work:*

**LANDSCAPE & IRRIGATION MAINTENANCE**  
**AVENIR CLUBHOUSE**

*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



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Date: April 29, 2024

Re: **LANDSCAPE & IRRIGATION MAINTENANCE**  
**AVENIR CLUBHOUSE**  
City of Palm Beach Gardens, Palm Beach County, Florida

Project No.: **201622**

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

The 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. Ballbe, P.E. at BALLBE & ASSOCIATES, INC., 3564 N. Ocean Boulevard, Fort Lauderdale, Florida 33308, or at [carlos@baeng.us](mailto:carlos@baeng.us).

Work commencement tentative date – October 1<sup>st</sup>, 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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Section	Description
10	Invitation to Bid
20	Instructions to Bidders
40	Form of Proposal & Subcontractor Form

Exhibit	Description
1	Avenir Clubhouse Landscape Plans
2	Avenir Clubhouse Irrigation Plans

## **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):



**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>
1	Avenir Drive Clubhouse Landscape Maintenance	\$ 47,532	\$ 17,163	
2	Avenir Clubhouse Irrigation Maintenance			\$ 7,200
<b><i>SUB-TOTAL =</i></b>		<b>\$ 47,532</b>	<b>\$ 17,163</b>	<b>\$ 7,200</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 71,895</b>

**OPTIONAL SERVICES:**

<i>Item No.</i>	<i>Description</i>	<i>Mulching</i>	<i>Replacing Seasonal Annuals</i>	<i>Tree Trimming</i>
		<i>Yearly Amount</i>	<i>Yearly Amount</i>	<i>Yearly Amount</i>
1	Avenir Clubhouse	\$5.50/Bag	\$ 2.50 - \$4.50	\$ See Price Sheet
<b><i>SUB-TOTAL =</i></b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$</b>

## Avenir Tree Pricing Per Tree

Hardwood Trees	Price
Gumbo Limbo	\$ 27.50
Pigeon Plum	\$ 22.00
Silver Buttonwood	\$ 22.00
Royal Poinciana	\$ 27.50
Jacaranda	\$ 27.50
Crape Myrtle	\$ 27.50
Japanese Privet	\$ 27.50
Sapodilla	\$ 27.50
Southern Live Oak	\$ 27.50
Magnolia	\$ 22.00
Wax Myrtle	\$ 22.00
Pink Tabebuia	\$ 22.00
White Tabebuia	\$ 22.00
Brazilian Beauty Leaf	\$ 27.50
Green Buttonwood	\$ 27.50
Red Maple	\$ 22.00
Mahogany	\$ 27.50
Palm Trees	Price
Coconut Palm	\$ 33.00
Medjool Date Palm	\$ 55.00
Florida Royal Palm	\$ 55.00
Sabal Palm (Cabbage Palmetto)	\$ 24.75
Paurotis Palm (10+ Canes)	\$ 137.50
Sylvester Palm (Wild Date)	\$ 55.00

**OTHER SERVICES:**

<b>Item No.</b>	<b>Description</b>	<b>Occurrence</b>	<b>Tree Trimming</b>
<b>LABOR INFORMTION</b>			
1	# of Crew Members Weekly During Growing Season	17 Mowing / 7 Trimming	#
2	# of Crew Members Weekly During non-growing season	Same, but different intervals	#
3	# of Crew Irrigation Maintenance	4	#
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr\$55 - \$65
<b>SOD / SEE REPLACEMENT</b>			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf \$1.35
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf \$1.05
3	Bahia (s.f.)	As Needed/Requested	\$/sf \$.85
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr \$35
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr \$35

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.

## **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 CLUBHOUSE.**

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](http://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](mailto: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](http://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

SECTION 10  
INVITATION TO BID

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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

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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](mailto:carlos@baeng.us). No phone inquiries please.



SECTION 20  
INSTRUCTION TO BIDDERS

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20.1 DEFINED TERMS

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

20.2 COPIES OF BIDDING DOCUMENTS

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

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

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

20.3 QUALIFICATIONS OF BIDDERS

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

20.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

SECTION 20  
INSTRUCTION TO BIDDERS

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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](mailto: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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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

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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

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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

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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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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 Contact 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

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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

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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.



SECTION 20  
INSTRUCTION TO BIDDERS

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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

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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

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40.0 PROPOSAL

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

DATE: May 17th, 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 contractual services provided monthly calendar days, thereafter.

SECTION 40-1  
FORM OF PROPOSAL

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The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. 201003761 issued by Palm Beach County, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Complete Property Maintenance, Inc.

ADDRESS: 4101 Vinkemulder Rd, Coconut Creek, FL 33073

BY: Shane Humble

TITLE: President

SECTION 40-1  
FORM OF PROPOSAL

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BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES



SECTION 40-2  
 SUBCONTRACTOR FORM

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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
No Subs, all work completed in-house.			

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

Corporate Resolution of Signing Authority

WHEREAS the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Shane Humble

Position/Title: President

Telephone Number: 954-973-3333

Email Address: [shaneh@cpmlawn.com](mailto:shaneh@cpmlawn.com)

Signature: Shane Humble

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Complete Property Maintenance, Inc., a corporation duly conformed pursuant to the laws of the state of Florida, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation. This resolution has been approved by the Board of Directors of Complete Property Maintenance, Inc on May 17th, 2024.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Board Member Signature

William Campbell | Board of Directors

Title

### 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:

Complete Property Maintenance

SIGNATURE and DATE:

Shane Humble 5/17/24

NAME AND TITLE:

Shane Humble | President

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

# City of Coconut Creek BUSINESS TAX RECEIPT

Name of Business: COMPLETE PROPERTY MAINTENANCE

Business ID: 8900173201

Business Address:  
4101 VINKEMULDER RD  
COCONUT CREEK, FL 33073

EXPIRES 9/30/2024

Development Name:

Zoning Certificate On: 10/1/1989

DESCRIPTION	CATEGORY	LICENSE #	FEE AMT
LAWN MAINTENANCE (OFFICE)	120000	BL11000038	127.61
STOCK GROWN ON PREMISES - WHOLESALE	152010	BL11000753	63.77

Exempt Amt: .00  
Delinquent Amt: .00  
Transfer Amt: .00

TOTAL TAX: 191.38

BUSINESS TAX RECEIPT AND ZONING CERTIFICATE MUST BE  
CONSPICUOUSLY DISPLAYED FOR PUBLIC VIEW AT BUSINESS  
LOCATION.

  
 Sustainable Development Designee



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

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

**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	COMPLETE PROPERTY MAINTENANCE INC		B23.718464 09/11/2023	\$33.00	B40125661

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



COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201003761**  
**EXPIRES: 09/30/2024**

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



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**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TREE SERVICE	COMPLETE PROPERTY MAINTENANCE INC		B23.718266 09/11/2023	\$99.00	B40125629

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



COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201003768**  
**EXPIRES: 09/30/2024**

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



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

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

**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CERTIFIED SPECIALTY CONTR	JOHN MARK JOHNSON	SCC131152362	B23.718472 09/11/2023	\$27.50	B40152798

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



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COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2017098603**  
**EXPIRES: 09/30/2024**

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



Attached is your 2023-2024 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

**Business Tax Receipt:** This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).**

**Certificate of Use:** A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

**Sidewalk Café Permit:** A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

**Extended Hours Alcohol Permit:** An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL [businessstax@wpb.org](mailto:businessstax@wpb.org) HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

**INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.**



**CITY OF WEST PALM BEACH**

2023 to 2024 BUSINESS RECEIPT

**NOT TRANSFERABLE**

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL 33402

2472053223  
COMPLETE PROPERTY MAINT INC  
4101 VINKEMULDER RD

REGISTRATION ONLY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
11863	561730	LANDSCAPING SERVICE	86.81
<b>TOTAL</b>			86.81

**EXPIRES  
SEPTEMBER 30,  
2024**

**THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED**

**\*\* PAID** 86.81 **\*\* BAL \*\*** 0.00

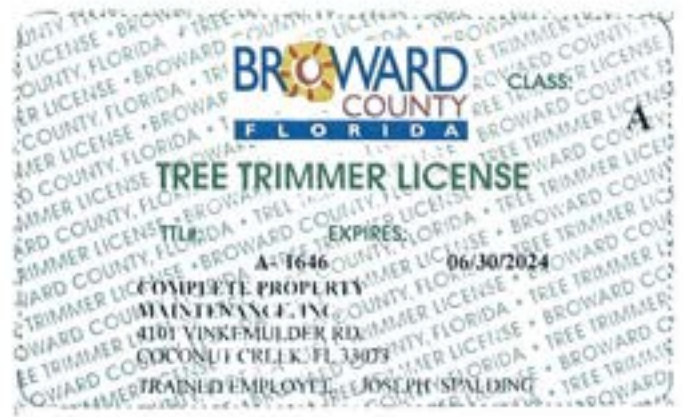
August 1, 2023

## BROWARD COUNTY TREE TRIMMER LICENSE

### STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card. Current training cards reflect that training was completed within
    - the past two (2) years
    - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

Complete Property Maintenance, Inc.  
4101 VINKEMULDER RD.  
COCONUT CREEK, FL 33073







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**JOHNSON, JOHN MARK**

COMPLETE PROPERTY MAINTENANCE, INC.  
4101 VINKEMULDER ROAD  
COCONUT CREEK FL 33073

**LICENSE NUMBER: SCC131152362**

**EXPIRATION DATE: AUGUST 31, 2024**

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



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Complete Property Maintenance  
Est. 1977



AVENIR

P A L M B E A C H G A R D E N S



COMPLETE  
PROPERTY  
MAINTENANCE

4101 Vinkemulder Road | Coconut Creek, FL 33073 | 855.CPM.LAWN | cpmlawn.com



## Company Overview

Complete Property Maintenance has been the leader in South Florida landscape maintenance since 1977. We operate out of offices and nurseries located in Coconut Creek, Delray, Lantana, Jupiter, and Pt. St. Lucie. Out of these locations we serve Homeowner Associations in Broward, Palm Beach, Martin, and St. Lucie Counties.

CPM's mission is to enrich our clients lives through landscaping. By exceeding the standards of quality, performance, and communication we accomplish this mission and experience consistent client retention. Being a purpose driven company, we've created a culture of dedication and hard work that results in low employee turnover. These characteristics have allowed us to remain a leader in our industry throughout our many years of business.





# Services Overview



## Lawn & Landscape Maintenance

- Turf cutting, edging, and weed eating
- Trimming and shaping of hedges and ornamentals
- Maintenance and weed removal of bed areas



## Tree Trimming

- Trimming by Certified Arborist
- Structure pruning, crown reduction, and coconut removal
- Root pruning, hedge removal, and stump grinding and removal



## Landscape Design and Installation

- Custom designed landscapes
- Full landscape, hardscape, and lighting installations
- Seasonal flowers, mulch, and drainage



## Irrigation

- System monitoring, wet checks, and programming
- Repair of wiring, clocks, valves, pumps, and main lines
- Irrigation installation and consultation



## Fertilization and Pest Control

- Consistent turf and ornamental fertilization
- Diagnostic and treatment of turf, shrubs, palms, and trees
- Pest identification and management

# Company Profile



502

team members



5

offices in South Florida



46

years in business



9

years average account manager tenure



96

% customer retention



2016

average year of vehicle



11

acres of nursery space



7

full time mechanics



COMPLETE  
PROPERTY  
MAINTENANCE



# Current Avenir Profile



## Management Personnel

- John Thanhauser – Branch Manager (8 Years) | [johnt@cpmlawn.com](mailto:johnt@cpmlawn.com)
- Oscar Lema – Account Manager (14 Years) | [oscarl@cpmlawn.com](mailto:oscarl@cpmlawn.com)
- Ray Rivera – Production Supervisor (4 Years) | [rayr@cpmlawn.com](mailto:rayr@cpmlawn.com)
- Glen Tart – Irrigation Supervisor (8 Years) | [glent@cpmlawn.com](mailto:glent@cpmlawn.com)

## Production Personnel

- 2 – Mow Crew Foreman
- 15 – Mow Crew Personnel
- 1 – Trim Crew Foreman
- 6 – Trim Crew Personnel
- 4 – Weed Technicians
- 1 - Porter
- 4 – Roving Irrigation Technicians
- 2 – IPM Technicians

## Equipment Overview

- 2 – 2021 Toyota Tacoma
- 2 – 2024 Isuzu Box Truck
- 1 – 2020 Isuzu Landscape Truck
- 1 – 2018 Ford Transit Van
- 1 – 2017 Isuzu Landscape Truck
- 6 – John Deere Gators
- 3 – Golf Carts
- 4 – 60” Wright Standard Lawn Mowers
- 4 – 52” Wright Standard Lawn Mowers
- 3 – 36” Wright Standard Lawn Mowers
- 1 – 30” Commercial Push Mower
- 2 – 21” Commercial Push Mowers

# Additional Company Profile



## Personnel

- Shane Humble – President (9 Years)
  - FCHP, FLLMT, BMP, PLM, L&O, Board of Directors FNGLA, Certified FNGLA Judge
  - [ShaneH@cpmlawn.com](mailto:ShaneH@cpmlawn.com)
- Alex Perez – Branch Manager (Coconut Creek - 11 Years)
  - [AlexP@cpmlawn.com](mailto:AlexP@cpmlawn.com)
- John Johnson – Branch Manager (Jupiter & Port St. Lucie - 15 Years)
  - Irrigation Technician and Licensee
  - [JohnJ@cpmlawn.com](mailto:JohnJ@cpmlawn.com)
- Jodie Spalding – Tree division Manager (22 Years)
  - Certified Arborist
  - [JodieS@cpmlawn.com](mailto:JodieS@cpmlawn.com)

## Supporting Office Staff

- Meredith Hopper – Administrative Supervisor and Accounts Payable (27 Years)
  - [MeredithH@cpmlawn.com](mailto:MeredithH@cpmlawn.com)
- Georgette Marcotte – Comptroller (25 Years)
  - [GeorgetteM@cpmlawn.com](mailto:GeorgetteM@cpmlawn.com)
- Dionne Montgomery - Accounts Receivable (11 Years)
  - [DionneM@cpmlawn.com](mailto:DionneM@cpmlawn.com)
- Ariadna Buenaventura – Accounts Receivable, Collection and Contract (10 Years)
  - [AriB@cpmlawn.com](mailto:AriB@cpmlawn.com)
- Claudia Perez – Accounts Receivable and Scheduling (8 Years)
  - [ClaudiaP@cpmlawn.com](mailto:ClaudiaP@cpmlawn.com)
- Jimmy Tight – Project Implementation Coordinator and Industrial Engineer (3 Years)
  - [jimmyt@cpmlawn.com](mailto:jimmyt@cpmlawn.com)

**Federal Tax ID:** #59-1793836

## Landscape Division

- Joe Fried – Design & Installation
- Clark Kwiatkowski – Design & Installation
- Jeff Osias – Design & Installation
- Gilberto Lanza – Design & Installation
- Marie McGilvary – Design & Installation

## Irrigation Division

- John M. Johnson – Irrigation Technician & Licensee
- David Landers – Irrigation Technician & Manager
- Kenny Lauderdale – Irrigation Technician & Manager
- Glenn Tart – Irrigation Technician & Manager

## Certifications

- International Society of Arborists
- State of Florida Bureau of Entomology & Pest Control
- Florida Nursery, Growers, and Landscape Association
- State of FL Dept. of Agriculture & Consumer Services Licensed Dealer

## Licenses

- **Business Licenses:**
  - Broward County
  - Palm Beach County
  - Martin County
  - City of Coconut Creek
  - County of West Palm Beach
  - City of Boynton Beach
- **Irrigation Licenses:**
  - Broward County
  - Palm Beach County
  - State of Florida
- **Tree Trimming Licenses:**
  - Broward County
  - Palm Beach County
  - City of Coconut Creek

## Insurance Agent

- **M D Iverson Group**
  - 8420 Senoia Rd Suite 208, Fairburn, GA 30213
  - Phone: (678) 325-7925 Fax: (678) 405-3239
  - Attention: Michael Iverson



# Customer Profiles

## Jupiter Country Club

Campbell Property Management

Contact: Christine DiRenzo

Email: [cdirenzo@campbellproperty.com](mailto:cdirenzo@campbellproperty.com)

Phone: (561) 203-7910

Years Servicing: 16



## Tradition CDD \*Additional CDD Experience

Castle Group

Contact: Angela Shepherd

Email: [ashepherd@castlegroup.com](mailto:ashepherd@castlegroup.com)

Phone: (772) 345-5101

Years Servicing: 3



## Dakota Homeowners Association

Campbell Property Management

Contact: Kelly Endlich

Email: [kendlich@campbellproperty.com](mailto:kendlich@campbellproperty.com)

Phone: (561) 404-9204

Years Servicing: 2



## The Ridge at the Bluffs

Campbell Property Management

Contact: Diane Rodriguez

Email: [ridgepm@campbellproperty.com](mailto:ridgepm@campbellproperty.com)

Phone: (561) 527-4641

Years Servicing: 11



## Stone Creek Ranch HOA

Exclusive Property Management

Contact: Stephanie Cathon

Email: [scathon@exclusivepm.net](mailto:scathon@exclusivepm.net)

Phone: (954) 969-1330

Years Servicing: 6



# Customer Profiles

## **Mizner Country Club**

Campbell Property Management

Contact: Alyson Ruprecht

Email: [aruprecht@campbellproperty.com](mailto:aruprecht@campbellproperty.com)

Phone: (561) 203-7910

Years Servicing: 17



## **The Bridges Homeowners Association**

GRS Management Association Inc.

Contact: Meagen Cutchens

Email: [mcutchens@grsmgt.com](mailto:mcutchens@grsmgt.com)

Phone: (561) 641-8554

Years Servicing: 7



## **Seven Bridges Homeowners Association**

Campbell Property Management

Contact: Jennifer Hall

Email: [jhall@campbellproperty.com](mailto:jhall@campbellproperty.com)

Phone: (561) 501-6808

Years Servicing: 3



## **Briarcliff @ Woodfield Country Club**

Hawk-Eye Management

Contact: Shitel Patel

Email: [spatel@hawkeyefla.com](mailto:spatel@hawkeyefla.com)

Phone: (561) 363-3706

Years Servicing: 13



## **Tuscany Bay**

Campbell Property Management

Contact: Sandy Diaz

Email: [sdiaz@campbellproperty.com](mailto:sdiaz@campbellproperty.com)

Phone: (561) 424-0056

Years Servicing: 7





## Summary

Thank you for allowing us to present our services for your consideration.

We look forward to the opportunity to provide you with an outstanding customer experience!



**PROJECT MANUAL**



**AVENIR**

*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. Ballbe, P.E. at BALLBE & ASSOCIATES, INC., 3564 N. Ocean Boulevard, Fort Lauderdale, Florida 33308, or at [carlos@baeng.us](mailto:carlos@baeng.us).

Work commencement tentative date – October 1<sup>st</sup>, 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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20	Instructions to Bidders
40	Form of Proposal & Subcontractor Form
Exhibit	Description
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2	Avenir Site Plan #1 – Town Center Access Drive
3	Avenir Site Plan #1 - Northlake Boulevard Parkway
4	Northlake Boulevard Parkway – Phase 1
5	Coconut Boulevard (Spine Road #2) aka B&A Spine Road Phase Two
6	Avenir Master Lakes – Lake tract Maintenance – Phase One and Two
7	Avenir – Northlake Boulevard Phase 2
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13	Avenir Town Center Northlake Blvd. Parkway Buffer
14	Avenir – Parcel C Northlake Parkway
15	Avenir – Parcel D Medical Center Northlake Parkway
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads)
17	Avenir Pump Station

18

Miscellaneous Master Plan Exhibits for bidding purposes

## **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):

**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	\$ 97,924.00	\$ 41,269.00	
1B	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One Irrigation Maintenance			\$ 15,422.00
2A	Avenir Site Plan #1 – Town Center Access Drive Landscape Maintenance	\$ 6,936.00	\$ 2,060.00	
2B	Avenir Site Plan #1 – Town Center Access Drive Irrigation Maintenance			\$ 1,076.00
3A	Avenir Site Plan #1 - Northlake Boulevard Parkway Landscape Maintenance	\$ 28,560.00	\$ 8,242.00	
3B	Avenir Site Plan #1 - Northlake Boulevard Parkway Irrigation Maintenance			\$ 4,309.00
4A	Northlake Boulevard Median Phase 1 Landscape Maintenance	\$ 6,936.00	\$ 2,061.00	
4B	Northlake Boulevard Median Phase 1 Irrigation Maintenance			\$ 1,076.00
5A	Coconut Boulevard (Spine Road #2) Landscape Maintenance	\$ 119,774.00	\$ 46,713.00	
5B	Coconut Boulevard (Spine Road #2) Irrigation Maintenance			\$ 17,785.00
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two Landscape Maintenance	\$31,050 (Per 9 Occurences)	\$	
7A	Northlake Boulevard Median Phase Two Landscape Maintenance	\$ 6,800.00	\$ 2,020.00	

7B	Northlake Boulevard Median Phase Two Irrigation Maintenance			\$ 1,055.00
8A	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Landscape Maintenance	\$ 106,776.00	\$ 41,068.00	
8B	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three Irrigation Maintenance			\$ 16,427.00
9A	Avenir Parcel A-4 <del>West</del> East Landscape Buffer Landscape Maintenance	\$ 26,980.00	\$ 5,320.00	
9B	Avenir Parcel A-4 <del>West</del> East Buffer Irrigation Maintenance			\$ 1,320.00
9C	Avenir Parcel A-4 CDD Park Landscape Maintenance	\$ 2,520.00	\$ 360.00	
9D	Avenir Parcel A-4 CDD Park Irrigation Maintenance			\$ 240.00
10A	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Landscape Maintenance	\$ 113,730.00	\$ 68,565.00	
10B	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four Irrigation Maintenance			\$ 23,400.00
11A	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Landscape Maintenance	\$ 111,417.00	\$ 42,853.00	
11B	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five Irrigation Maintenance			\$ 17,141.00
12A	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six Landscape Maintenance	\$ 66,850.00	\$ 25,712.00	\$ 10,285.00
13A	Avenir Town Center Northlake Blvd. Parkway Buffer Landscape Maintenance	\$ 21,355.00	\$ 8,214.00	
13B	Avenir Town Center Northlake Blvd. Parkway Buffer Irrigation Maintenance			\$ 3,286.00



14	Avenir – Parcel C Northlake Parkway Landscape Maintenance	\$ 10,678.00	\$ 4,107.00	\$ 1,643.00
15	Avenir – Parcel D Medical Center Northlake Parkway Landscape Maintenance	\$ 10,678.00	\$ 4,107.00	\$ 1,643.00
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads) Landscape Maintenance	\$ 112,114.00	\$ 43,121.00	\$ 17,248.00
17A	Avenir Pump Station Landscape Maintenance	\$ 28,000.00	\$	
17B	Avenir Pump Station Irrigation Maintenance			\$ 1,320.00
18A	Avenir Parcel A-1 / Avenir Town Center Buffer Landscape Maintenance	\$ 22,423.00	\$ 8,624.00	
18B	Avenir Parcel A-1 / Avenir Town Center Buffer Irrigation Maintenance			\$ 3,450.00
<b><i>SUB-TOTAL =</i></b>		<b>\$ 931,501.00</b>	<b>\$ 354,416.00</b>	<b>\$ 138,126.00</b>
<b><i>GRAND TOTAL =</i></b>				<b>\$ 1,424,043.00</b>
<b><i>YEARLY PRICING ESCALATOR =</i></b>				<b>3%</b>

**OPTIONAL SERVICES:**

<b>Item No.</b>	<b>Description</b>	<b>Mulching</b>	<b>Replacing Seasonal Annuals</b>	<b>Tree Trimming</b>
		<b>Yearly Amount</b>	<b>Yearly Amount</b>	<b>Yearly Amount</b>
1	Avenir Drive (Spine Road #4) aka B&A Spine Road Phase One	\$ 5.50/Per Bag	\$ 2.50 - \$4.50 Based on Selection	See Price \$ Shchedule Per Tree
2	Avenir Site Plan #1 – Town Center Access Drive	\$ Blown In - Based on Qty	\$	\$
3	Avenir Site Plan #1 - Northlake Boulevard Parkway	\$	\$	\$
4A	Northlake Boulevard Median Phase 1	\$	\$	\$
5A	Coconut Boulevard (Spine Road #2)	\$	\$	\$
6	Avenir Master Lakes – Lake tract Maintenance Plan – Phase One and Two	\$	\$	\$
7	Northlake Boulevard Median Phase Two	\$	\$	\$
8	Coconut Boulevard (Spine road #1) aka B&A Spine Road Phase Three	\$	\$	\$
9A	Avenir Parcel A-4 West Landscape Buffer	\$	\$	\$
9C	Avenir Parcel A-4 CDD Park	\$	\$	\$
10	Avenir Drive (Spine Road #5B) aka B&A Spine Road Phase Four	\$	\$	\$
11	Panther National Boulevard (Spine Road #8) aka B&A Spine Road Phase Five	\$	\$	\$
12	Avenir Drive (Spine Road #7) aka B&A Spine Road Phase Six	\$	\$	\$
13	Avenir Town Center Northlake Blvd. Parkway Buffer	\$	\$	\$
14	Avenir – Parcel C Northlake Parkway	\$	\$	\$

15	Avenir – Parcel D Medical Center Northlake Parkway	\$	\$	\$
16	Avenir – Parcel C Roadway (aka B&A Parcel D Spine Roads)	\$	\$	\$
17	Avenir Pump Station	\$	\$	\$
<b><i>SUB-TOTAL =</i></b>		\$	\$	\$
<b><i>GRAND TOTAL =</i></b>				\$

## Avenir Tree Pricing Per Tree

Hardwood Trees	Price
Gumbo Limbo	\$ 27.50
Pigeon Plum	\$ 22.00
Silver Buttonwood	\$ 22.00
Royal Poinciana	\$ 27.50
Jacaranda	\$ 27.50
Crape Myrtle	\$ 27.50
Japanese Privet	\$ 27.50
Sapodilla	\$ 27.50
Southern Live Oak	\$ 27.50
Magnolia	\$ 22.00
Wax Myrtle	\$ 22.00
Pink Tabebuia	\$ 22.00
White Tabebuia	\$ 22.00
Brazilian Beauty Leaf	\$ 27.50
Green Buttonwood	\$ 27.50
Red Maple	\$ 22.00
Mahogany	\$ 27.50
Palm Trees	Price
Coconut Palm	\$ 33.00
Medjool Date Palm	\$ 55.00
Florida Royal Palm	\$ 55.00
Sabal Palm (Cabbage Palmetto)	\$ 24.75
Paurotis Palm (10+ Canes)	\$ 137.50
Sylvester Palm (Wild Date)	\$ 55.00

**OTHER SERVICES:**

<b>Item No.</b>	<b>Description</b>	<b>Occurrence</b>	<b>Tree Trimming</b>
<b>LABOR INFORMTION</b>			
1	# of Crew Members Weekly During Growing Season	17 Mowing / 7 Trimming	#
2	# of Crew Members Weekly During non-growing season	Same, but different intervals	#
3	# of Crew Irrigation Maintenance	4	#
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr \$55 - \$65
<b>SOD / SEE REPLACEMENT</b>			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf \$1.35
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf \$1.05
3	Bahia (s.f.)	As Needed/Requested	\$/sf \$.85
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr \$35
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr \$35

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.



## **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

**ballbé & associates, inc.**

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

SECTION 10  
INVITATION TO BID

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- 10.1 Sealed bids will be received by **Jason Pierman**, District Manager on behalf of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT** (Owner). The bids shall be based on selling and delivering all necessary labor, materials, equipment and services for the completion of the Work, including the installation of materials, supplies and equipment for the construction of **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](http://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](mailto: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](http://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

SECTION 10  
INVITATION TO BID

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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

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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](mailto:carlos@baeng.us). No phone inquiries please.



SECTION 20  
INSTRUCTION TO BIDDERS

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20.1 DEFINED TERMS

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

20.2 COPIES OF BIDDING DOCUMENTS

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

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

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

20.3 QUALIFICATIONS OF BIDDERS

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

20.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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INSTRUCTION TO BIDDERS

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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](mailto: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.

SECTION 20  
INSTRUCTION TO BIDDERS

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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

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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

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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



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INSTRUCTION TO BIDDERS

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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.

SECTION 20  
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 Contact 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

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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.

SECTION 20  
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

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40.0 PROPOSAL

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

DATE: May 17th, 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 contractual services provided monthly 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. 201003761 issued by Palm Beach County, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Complete Property Maintenance, Inc.

ADDRESS: 4101 Vinkemulder Rd, Coconut Creek, FL 33073

BY: Shane Humble

TITLE: President

SECTION 40-1  
FORM OF PROPOSAL

---

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

SECTION 40-2  
 SUBCONTRACTOR FORM

---

Bidder shall set forth below:

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

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

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>Contractor License Number</b>
No Subs - All work completed in-house.			

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_





4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

Corporate Resolution of Signing Authority

WHEREAS the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Shane Humble

Position/Title: President

Telephone Number: 954-973-3333

Email Address: [shaneh@cpmlawn.com](mailto:shaneh@cpmlawn.com)

Signature: Shane Humble

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Complete Property Maintenance, Inc., a corporation duly conformed pursuant to the laws of the state of Florida, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation. This resolution has been approved by the Board of Directors of Complete Property Maintenance, Inc on May 17th, 2024.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Board Member Signature

William Campbell | Board of Directors

Title

**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: Complete Property Maintenance

SIGNATURE and DATE: Shane Humble 5/17/24

NAME AND TITLE: Shane Humble | President

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

# City of Coconut Creek

## ***BUSINESS TAX RECEIPT***

Name of Business: COMPLETE PROPERTY MAINTENANCE

Business ID: 8900173201

Business Address:  
4101 VINKEMULDER RD  
COCONUT CREEK, FL 33073

EXPIRES 9/30/2024

Development Name:


Zoning Certificate On: 10/1/1989

DESCRIPTION	CATEGORY	LICENSE #	FEE AMT
LAWN MAINTENANCE (OFFICE)	120000	BL11000038	127.61
STOCK GROWN ON PREMISES - WHOLESALE	152010	BL11000753	63.77

Exempt Amt: .00  
Delinquent Amt: .00  
Transfer Amt: .00

TOTAL TAX: 191.38

BUSINESS TAX RECEIPT AND ZONING CERTIFICATE MUST BE  
CONSPICUOUSLY DISPLAYED FOR PUBLIC VIEW AT BUSINESS  
LOCATION.

  
 Sustainable Development Designee



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

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

**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	COMPLETE PROPERTY MAINTENANCE INC		B23.718464 09/11/2023	\$33.00	B40125661

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



COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201003761**  
**EXPIRES: 09/30/2024**

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



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

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

**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TREE SERVICE	COMPLETE PROPERTY MAINTENANCE INC		B23.718266 09/11/2023	\$99.00	B40125629

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



COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201003768**  
**EXPIRES: 09/30/2024**

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



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

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

**\*\*LOCATED AT\*\***  
 4101 VINKEMULDER RD  
 COCONUT CREEK, FL 33073-3434

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CERTIFIED SPECIALTY CONTR	JOHN MARK JOHNSON	SCC131152362	B23.718472 09/11/2023	\$27.50	B40152798

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



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COMPLETE PROPERTY MAINTENANCE INC  
 COMPLETE PROPERTY MAINTENANCE INC  
 4101 VINKEMULDER RD  
 COCONUT CREEK FL 33073-3434

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2023 / 2024 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2017098603**  
**EXPIRES: 09/30/2024**

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



Attached is your 2023-2024 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

**Business Tax Receipt:** This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).**

**Certificate of Use:** A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

**Sidewalk Café Permit:** A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

**Extended Hours Alcohol Permit:** An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL [businessstax@wpb.org](mailto:businessstax@wpb.org) HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

**INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.**



**CITY OF WEST PALM BEACH**

2023 to 2024 BUSINESS RECEIPT

**NOT TRANSFERABLE**

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

2472053223  
COMPLETE PROPERTY MAINT INC  
4101 VINKEMULDER RD

REGISTRATION ONLY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
11863	561730	LANDSCAPING SERVICE	86.81
<b>TOTAL</b>			86.81

**EXPIRES  
SEPTEMBER 30,  
2024**

**THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED**

**\*\* PAID 86.81 \*\* BAL \*\* 0.00**



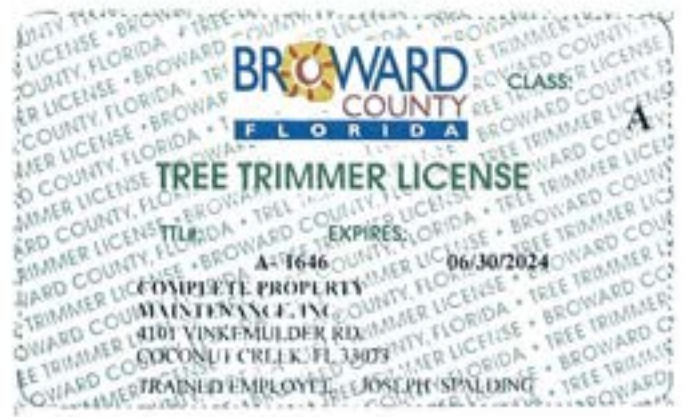
August 1, 2023

## BROWARD COUNTY TREE TRIMMER LICENSE

### STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card. Current training cards reflect that training was completed within
    - the past two (2) years
    - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

Complete Property Maintenance, Inc.  
4101 VINKEMULDER RD.  
COCONUT CREEK, FL 33073





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**JOHNSON, JOHN MARK**

COMPLETE PROPERTY MAINTENANCE, INC.  
4101 VINKEMULDER ROAD  
COCONUT CREEK FL 33073

**LICENSE NUMBER: SCC131152362**

**EXPIRATION DATE: AUGUST 31, 2024**

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



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



386.437.6211 tel  
386.437.5143 fax

3235 North State Street  
PO Box 849  
Bunnell, FL 32110

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

May 7, 2024

Re: Yellowstone Landscape  
Yellowstone Landscape, Inc.  
Yellowstone Landscape – Southeast, LLC

To whom this may concern:

I, Chris Adornetti, a Secretary and Officer of Yellowstone Landscape, authorize Damien Boutiette to negotiate and sign on our firm's behalf on all services and agreements related to Avenir Community Development District .

Please let me know if you have any further questions or need any further information.

Sincerely,

Chris Adornetti  
Senior Vice President of Accounting/Officer



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: 5/16/24

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 1 calendar days, thereafter. *Oct 1st start.*

*Damir Bant*  
*Damir Bant*  
*5/16/24*

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:

Yellowstone Landscape - Southeast, LLC

SIGNATURE and DATE:

~~Damien Bouticelle~~ 5/16/24

NAME AND TITLE:

Damien Bouticelle Business Development  
manager Palm Beach  
County

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



# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yellowstone Landscape - Southeast, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 849</b></p> <p><b>6</b> City, state, and ZIP code <b>Bunnell, FL 32110</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>										
<b>OR</b>										
<b>Employer identification number</b>										
2	0		-	2	9	9	3	5	0	3

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Robert Corke</i>	Date ▶ <i>12/27/23</i>
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**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

SECTION 40-1  
FORM OF PROPOSAL

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The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. 24-00065084 issued by City of Lake Worth Beach, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Yellowstone Landscape-Southeast LLC  
ADDRESS: 2269 2nd Ave N Lake Worth Beach, FL 33461  
BY: Damien Boutiette  
TITLE: Business Development Manager - Palm Beach County



Business License Division  
1900 2nd Avenue North  
Lake Worth Beach, Florida 33461

## City of Lake Worth Beach Business License 2023 – 2024

YELLOWSTONE LANDSCAPE SOUTHEAST LLC  
2269 2ND AVE N  
LAKE WORTH BEACH FL 33461

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth Beach is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. Business license is valid only with approved inspection. If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth Beach's website at [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov). Per City Ordinance number 2022-07, adopted 04-19-2022, a 60-day notice to residential tenants is required prior to a rent increase.

Thank you.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

## City of Lake Worth Beach Business License 2023 – 2024

NON TRANSFERABLE

BUSINESS NUMBER: 0030021  
BUSINESS NAME: YELLOWSTONE LANDSCAPE SOUTHEAST LLC  
BUSINESS ADDRESS: 2269 2ND AVE N, LAKE WORTH BEACH FL 33461

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
----------------	----------------	-------------

24-00065084	40.02B	LAWN MAINTENANCE (BTR) COMMERCIAL LANDSCAPE - 3064 SQ FT
24-00065088	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL

EXPIRES  
SEPTEMBER 30th

**2024**

City of Lake Worth Beach Business License Division

1900 2nd Avenue North • Lake Worth Beach, Florida 33461

Business license is valid only with approved inspection.



SECTION 40-1  
FORM OF PROPOSAL

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BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

Landscape & Irrigation Maintenance  
Avenir Clubhouse

40-1 - 3





LAWN SERVICE/ FERTILIZATION AND SPRAY SERVICES/ IRRIGATION SERVICES

Item No.	Description	A. Lawn Service	B. Fertilization and Spray Services	C. Irrigation Services
		Yearly Amount	Yearly Amount	Yearly Amount
1	Avenir Drive Clubhouse Landscape Maintenance	\$54,359.28	\$14,513.12	
2	Avenir Clubhouse Irrigation Maintenance			\$2,204.80
SUB-TOTAL =		\$54,359.28	\$14,513.12	\$2,204.80
GRAND TOTAL =				\$71,077.20

OPTIONAL SERVICES:

Item No.	Description	Mulching	Replacing Seasonal Annuals	Tree Trimming
		Yearly Amount	Yearly Amount	Yearly Amount
1	Avenir Clubhouse	\$16,952.51	\$2,446.84	\$10,515.00
SUB-TOTAL =		\$16,952.51	\$2,446.84	\$10,515.00
GRAND TOTAL =				\$29,914.35

  
 Dami  
 Damien

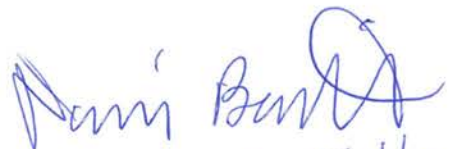
  
 Benoit  
 Benoitte  
 5/16/24



OTHER SERVICES:

<i>Item No.</i>	<i>Description</i>	<i>Occurrence</i>	<i>Tree Trimming</i>
<b>LABOR INFORMATION</b>			
1	# of Crew Members Weekly During Growing Season		# 4
2	# of Crew Members Weekly During non-growing season		# 4
3	# of Crew Irrigation Maintenance		# 1
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr 78.24
<b>SOD / SEE REPLACEMENT</b>			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf .714
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf .574
3	Bahia (s.f.)	As Needed/Requested	\$/sf .534
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr 57.50
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr 57.50

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.

  
 Damien Boukette  
 5/16/24

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
Mulch	Advanced Mulch	PO Box 32943 Palm Beach Gardens, FL 33420	LBTR 200117116

BIDDER: Yellowstone Landscape - Southeast, LLC  
 ADDRESS: 3235 North State Street PO Box 849 Bunnell, FL 32110  
 BY: Damien Boubiette  
 TITLE: Business Development Manager Palm Beach County



# YELLOWSTONE

L A N D S C A P E

*Excellence*

IN COMMERCIAL LANDSCAPING

Landscape Maintenance Services Proposal  
prepared for

**AVENIR CDD CLUBHOUSE**

District Manager  
Avenir CDD

12255 Avenir Drive Palm Beach  
Gardens, FL 33412

**AVENIR**  
COMMUNITY DEVELOPMENT DISTRICT



Jason Pierman  
District Manager

**Avenir CDD**

2501A Burns Rd Lake Worth, FL 33467

Re: Landscape Maintenance Services Proposal for **Avenir CDD Clubhouse**.

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Avenir CDD Clubhouse**. **With the success we have at a couple of the Valencias- (including Valencia Cove and Valencia Falls, we know how to succeed with elite landscaping and high end HOA's.**

Here are some added details for your community on what you can expect from partnering with Yellowstone Landscape; Our technology is top of the line and state of the art in our industry. For example, our work order system (page 19) would be ideal to use at Avenir CDD Common Areas and Clubhouse combined. This would allow management to contact and communicate with Yellowstone directly for help or issues etc. and allow management to track. This is a big advantage in efficiency as well in order to organize and have a system in place for larger communities with many residents.

We also have the personnel and the portfolio currently to give full attention to Avenir CDD Clubhouse as a new property. Our brand itself, is the largest private landscaping company in the U.S., however, our particular branch is small and only around \$6Million/year as we have spaced out our growth gradually. This gives our management team ample opportunity to meet and conduct proper supervision at Avenir CDD Clubhouse, along with our unlimited resources should we need due to our brand. For example, we can also bring additional help for hurricanes should we get a major storm, we can pull help from other offices in the area- Port St. Lucie or Fort Lauderdale or from Tampa, Naples, Orlando etc.. We also have an inhouse design service that comes with our service. We can provide renderings before any decisions are made using state of the art software, we have listed examples below in this document of before and after shots. Our employees also are the highest paid workers in the area, with the **front line bonus program**, they can earn an extra \$2500/year bonus if they practice good safety and attendance throughout the year. No one else is giving a bonus structure like this in our industry! This is why people are always knocking at our door to come work for the best landscaping company in the industry.

These are **unique** advantages we have in a partnership with Avenir CDD Clubhouse and also come with excellent references! Let us know how we can move forward together for a long term partnership and healthy looking landscape. \_

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Damien Boutiette,  
Yellowstone Landscape-612-819-2135

dboutiette@yellowstonelandscape.com

# OUR STARTUP PLAN-THE FIELDS

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days of service, as a way for you to measure our team's performance.**

## FIRST 30 DAYS

- Meet with CDD to review 30 – 60 – 90 Day Plan
- Discuss with CDD our "Approach to Services" and "Service Map"
- Complete irrigation audits of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging-leaf removal
- Discuss options for turf areas beyond reclamation
- Begin weed control in planting beds
- Begin bed separation trimming in all planting beds
- Discuss removing severely declining plant material
- Identify missing and dead shrub material throughout property
- Determine IPM program on turf, schedule growth of turf and fertilize prior to applying any turf weed control
- Walk Property with CDD officials to identify other areas of concern



## DAYS 30-60

- Walk property with CDD to evaluate improvements

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- Evaluate our "Approach to Services" and make any necessary adjustments

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- Perform first turf fertilizer application depending on start date/month etc.

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- Continue irrigation maintenance and inspections

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- Continue routine maintenance – mowing, blowing and edging-leaf removal

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- Continue bed separation in all planting beds

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- Continue weed control applications throughout property

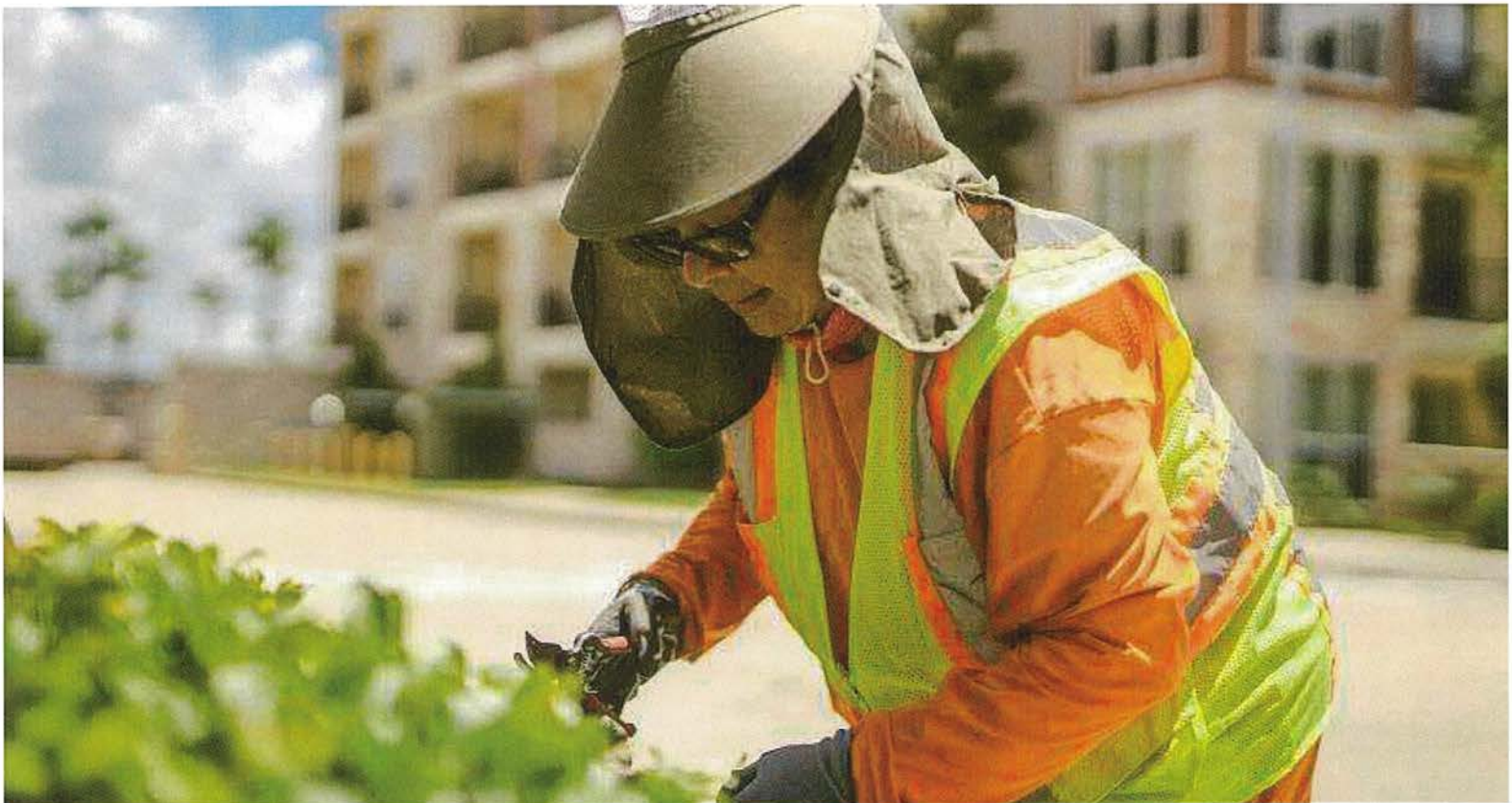
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- Monitor and treat insect and disease problems in plant material throughout property

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- Discuss options to improve "curb appeal" in high profile areas

---



## DAYS 60-90

- Walk property with CDD to evaluate improvements

---

- Assess results from actions taken in 30 day and 60 day plans

---

- Continue irrigation maintenance/inspections

---

- Continue turf weed applications as needed

---

- Continue weed control applications throughout property

---

- Monitor and treat insect and disease problems in plant material throughout property

---

- Continue routine maintenance – mowing, blowing and edging-leaf removal

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# YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

## **Paul Crowe**

*Branch Manager*

Paul leads our Lake Worth Branch as if it were his own business. He started with Yellowstone in 2021 with over 20 years experience in landscaping. Detail and client orientated, Paul has leadership skills to manage both Customer Services and Budgets within landscape services. Responsible for management operations and personnel within our branch. His primary responsibilities are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services.

## **Damien Boutiette**

*Business Development Manager*

Damien has over 13 years of Estimating and Account Management in Landscaping. He has traveled all over South Florida and even to the west coast around Naples and Ft. Myers areas for landscaping opportunities. An avid student of plants and trees, Damien has design knowledge as well and has many properties with plants and trees that he installed over the years. With a high level of detail and problem solving, he is a great solution provider for Yellowstone Landscape.

## **Matthew Feliciano**

*Irrigation Manager*

Matthew has over 15 years of Irrigation Management experience. He is proficient in planning, managing, mapping zones, troubleshooting and install. He manages all irrigation techs, troubleshoots all irrigation issues, and can provide long-term improvement plans. Matthew is very organized and understands all aspects of irrigation management.

## **Victoria Vazquez**

*Office Manager*

Victoria is responsible for managing the business operations of the branch. Her primary responsibilities include onboarding of new employees, directing customer calls to the appropriate manager and working with our billing department to assist in services delivered.

## **Sueanna Nelson**

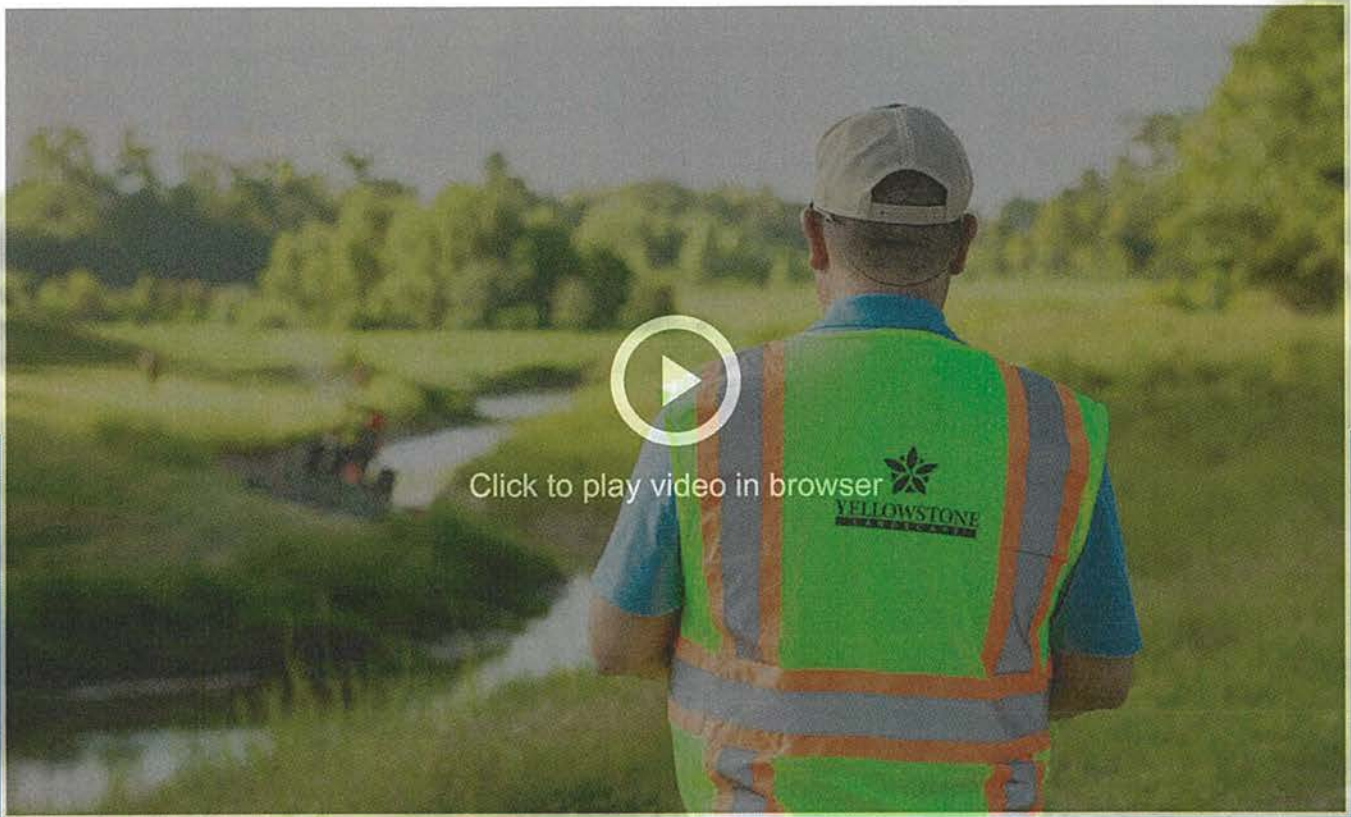
*Landscape Designer*

Sueanna runs our design department for the South Florida. Since her start with Yellowstone Landscape in 2009, Sueanna has created hundreds of beautiful designs for clients. She works closely with clients to understand the needs and provides realistic design and planners. All Designers are specially trained as creative professional for renderings. Very knowledgeable of both aesthetic design principles and the local plant palette.



# ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

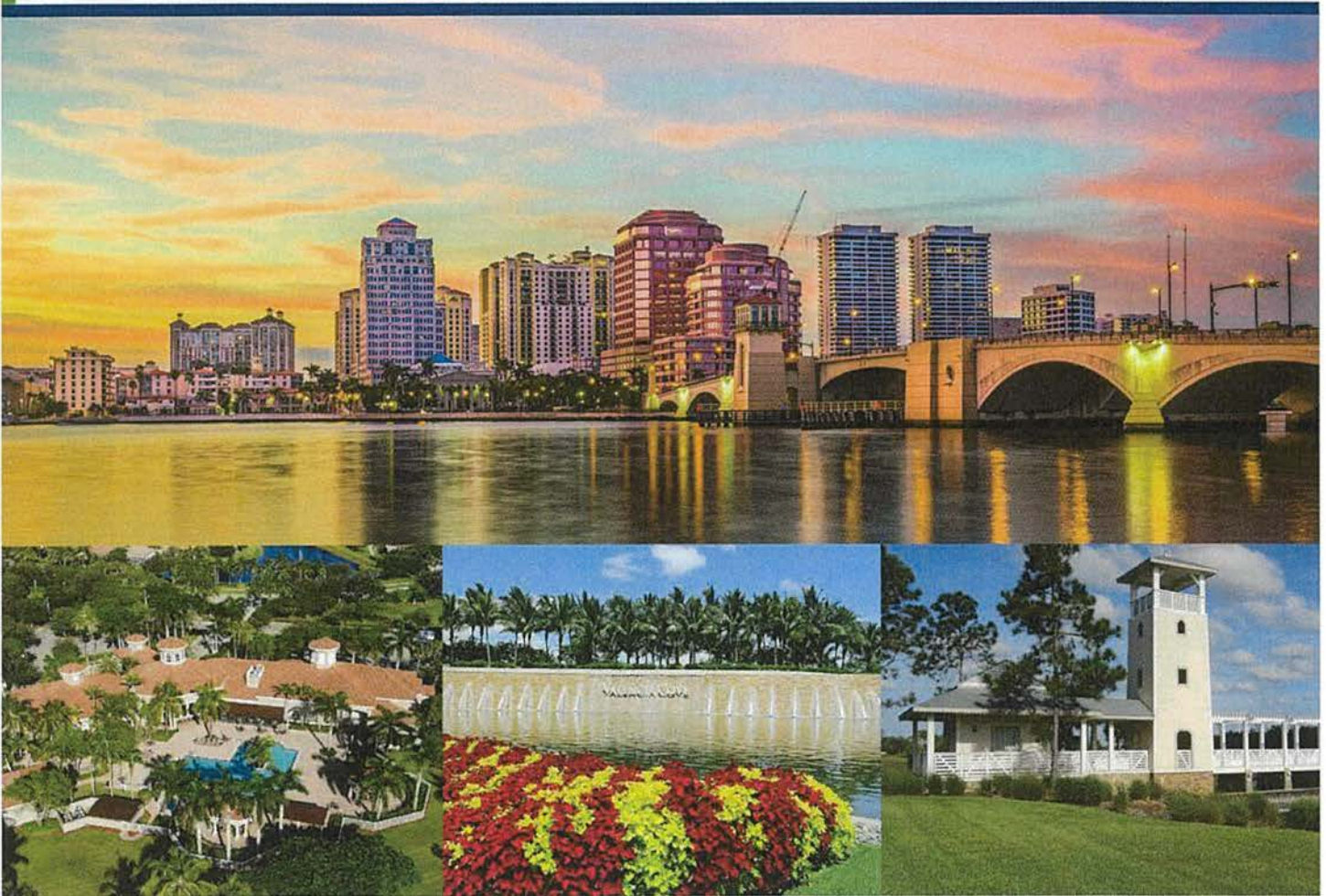
Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

**Mike Vaccaro**  
President/Secretary  
Clover Creek Community



# Proud to Serve South Florida



## *Excellence in Commercial Landscaping Now Serving South Florida*

Yellowstone Landscape is proud to serve South Florida's commercial landscaping needs from any of our 3 branch locations. With more than fifteen years experience in South Florida, we're expanding our service area to reach even more communities and commercial properties.

Offering landscape design, landscape installation, and landscape maintenance

services, our partnerships include some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, apartment communities, retail centers and estate homes.

Our service teams are ready to provide you with the South Florida's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

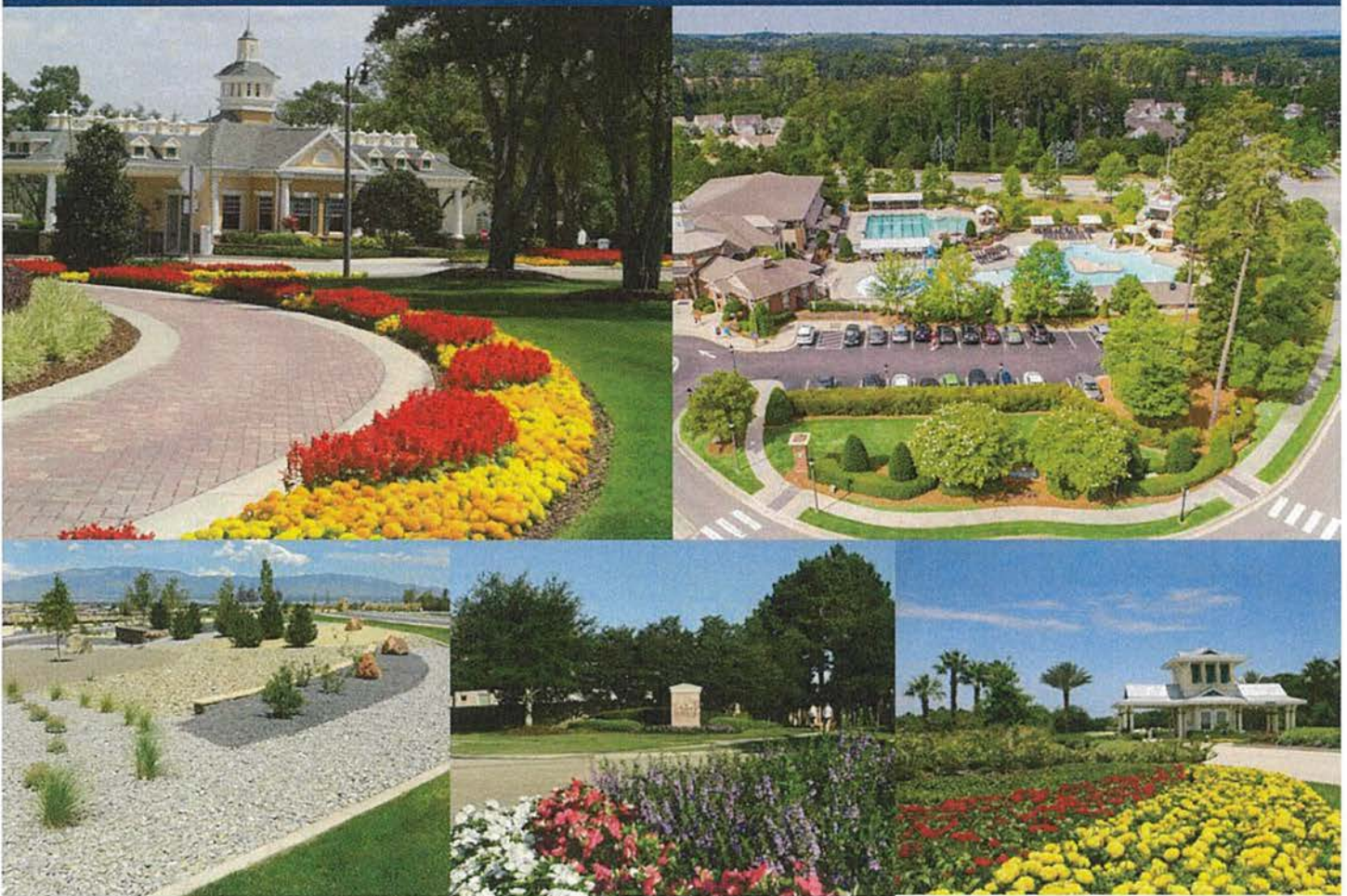
Port St. Lucie  
2665 SW Domina Road  
Port St. Lucie, FL 34953  
772.200.4571

Lake Worth  
2269 2nd Ave N  
Lake Worth, FL 33461  
561.241.2424

Fort Lauderdale  
2590 NW 4th Court  
Fort Lauderdale, FL 33311  
954.768.9806



# Services for Homeowner Associations



Our comprehensive landscape services for Homeowner Associations are designed to create beautiful and healthy environments and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the

right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

**Key benefits of a professionally maintained landscape include:**

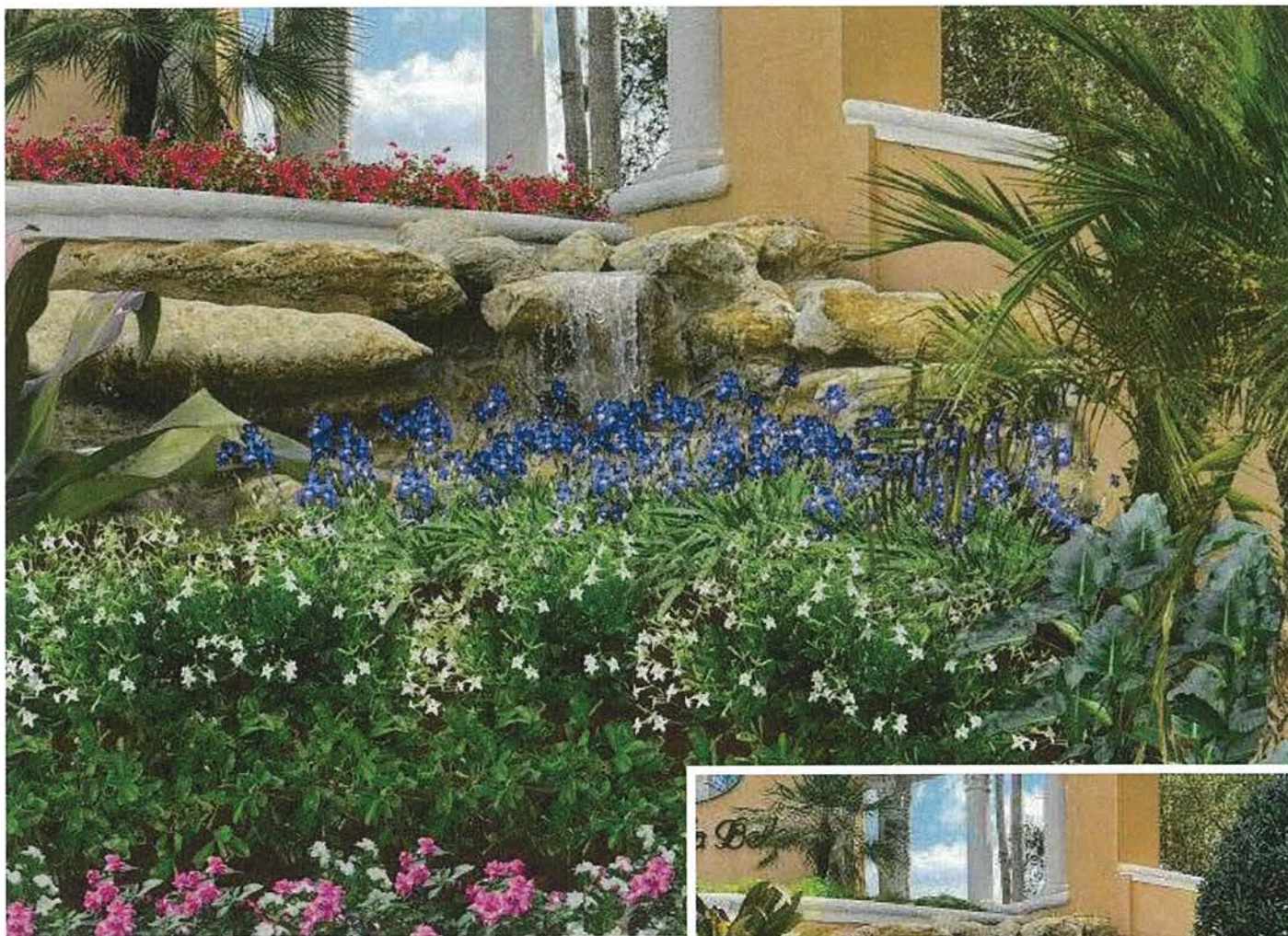
- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services



# DESIGN RENDERINGS

Need your landscape to look its best, but you're not quite sure where to get started?

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

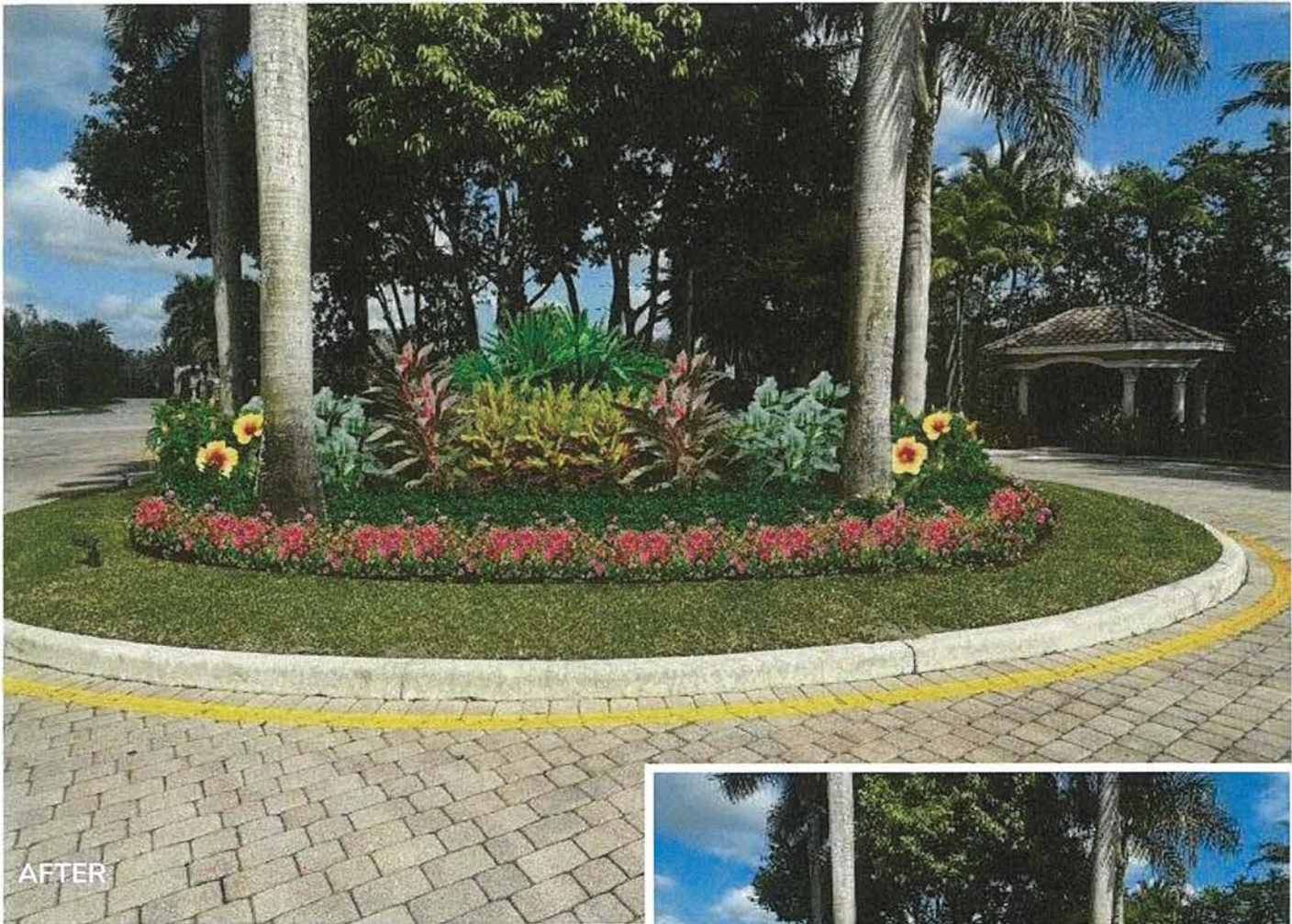


PLEASE NOTE THAT ALL RENDERINGS  
SHOW PLANTS AT FULL MATURITY.





# DESIGN RENDERINGS



PLEASE NOTE THAT ALL RENDERINGS  
SHOW PLANTS AT FULL MATURITY.





# DESIGN RENDERINGS

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PLEASE NOTE THAT ALL RENDERINGS  
SHOW PLANTS AT FULL MATURITY.







## LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.



## MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. **Yellowstone will provide a full time mow team for Avenir CDD Common Areas.**
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Various mowing patterns will be employed where accessible to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor. Proper equipment to be used for different types of turf surfaces.
- Should objects be in the turf (such as but not limited to: landscape lighting, furniture, décor, playsets, etc.) our equipment will not be liable for damage or may skip around the area causing for longer turf but to avoid inevitable damage.

## EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- "Hard" edging and string trimming will be performed in conjunction with turf mowing operations. "Soft" edging will be performed in conjunction with turf mowing operations on every other cut.
- String Trimmer or Edging may be skipped in areas where rock or other ground cover material present a danger to property or people.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.







- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites). Includes Leaf drop during service.
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client. Yellowstone Landscape will also remove leaves from properties during each service.

#### FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

#### INSECT AND DISEASE CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape. We will implement an IPM Program.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals. Yellowstone not responsible for incurable diseases or viruses that cannot be treated such as Mosaic Virus and Ganoderma for example.
- Access to a water source on the Client's property must be provided for use in spray applications.



### SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels. We will trim hedges up to 8ft'. **Yellowstone will provide a full time trim/detail crew for Avenir CDD Common Areas.**
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

### TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 8 feet above the ground is included.
- Palm Trees up to 12 feet will have only brown or broken fronds removed at time of pruning.

### FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

### INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Issues such as Fungus or White Fly will be separate from contract and proposed as needed to treat shrubs. Yellowstone landscape is not responsible for incurable diseases or fungus that cannot be treated such as Ganoderma for example.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications





## EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees nor will "chemical" type edging

## IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- **Yellowstone Landscape will provide a full time irrigation tech for Avenir CDD Common Areas.**
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

## ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading and trim as needed to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.



- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.







- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.



# Resident Work Order Requests



Yellowstone Landscape is pleased to offer our all-inclusive communities access to a highly customized web based Resident Work Order Request system. This system's maintenance and administration is included as a part of your community's landscape maintenance service agreement and includes a customized URL that may be linked from your community's website.

What Your Residents See:

A screenshot of a web form titled "Location Service Request Form" with the subtitle "Request Landscape Service Request". The form is set against a light green background and features the Yellowstone Landscape logo at the top. The form fields include: "Location #" (a dropdown menu with "Please Select" and a downward arrow), "Requester" (a text input field), "Address" (a large text input field), "Street Address" (a text input field), "City" (a text input field), "State" (a text input field), and "Zip Code" (a text input field).

# Resident Work Order Requests



What Your Residents Get Back from the System at Entry:

LANDSCAPE MAINTENANCE CONCERN FORM	
Resident Name:	Fred The Fern
Lot #:	12
Street Number:	132
Street Name:	Avondale Circle
Phone:	123-456-9512
E-Mail:	<a href="mailto:bruce.reid@acresgroup.com">bruce.reid@acresgroup.com</a>
Cell Phone:	978-456-8523
Location of Concern: (Press CTRL key to select more than one Location)	Back
Nature of Concern: (Press CTRL key to select more than one Nature of Concern)	Pruning
Description of Concern:	pruning complaint
Please upload image to support your request	<a href="#">Slide16.jpg</a>
Name	Bruce Reid
Date	09/02/2021

What Your Residents Get Back from the System at Resolution:

A Yellowstone Rep, Kessler, Josh has inspected this concern. We have an update for you.

Findings: Found turf damage and plants of concern.

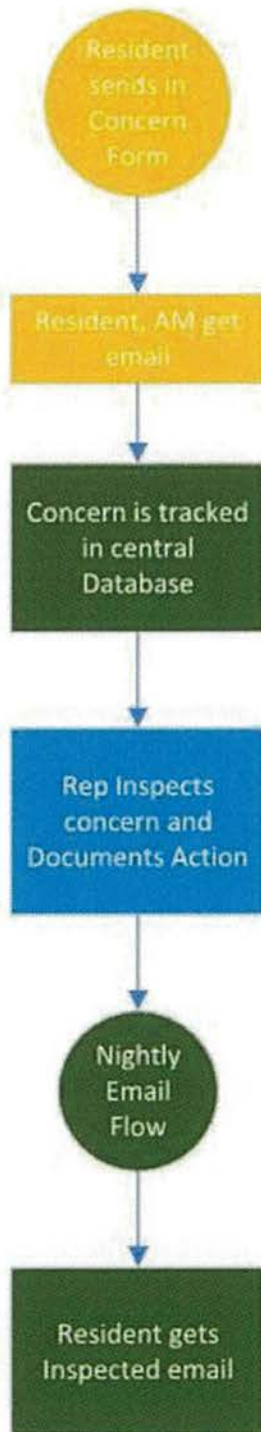
Actions: Will send crew to fix driveway and send plant concern to the grounds commission.



# Resident Work Order Requests



Process Flow Summary Reference:





## 2024 Hurricane Plan

With the 2023 hurricane season fast approaching it is important that your property prepares for the potential of a hurricane hitting

Based on our experience, Yellowstone would like to inform you of our emergency Hurricane response plans for this year.

- **PRE-HURRICANE PREP**

- Several days before a hurricane is scheduled to hit our area, Yellowstone Landscape will make sure we have the proper equipment and supplies in inventory.
  - Chainsaws (chains, oil, fuel, PPE buckets)
  - Generators
  - Fuel (all trucks filled and onsite fueling tanks full)
  - Debris storage area emptied / cleaned
  - Tree stakes / Tree Straps / Binding materials
  - Place large machinery rentals on hold
  - Place dumpster rentals on hold
  - Small items / tools
  - Have debris removal trucks on call
- Reach out to other branches and establish a plan for support in the case of a major hurricane.
- Establish a plan of contact in the case that cell service is not available.
- Map out areas where debris can be piled until it can be hauled off site. This will also help expedite clearing of roadways.
- Shut down irrigation pump stations.

- **POST HURRICANE PLAN**

- **PHASE 1 - ASSESSMENT**

- As soon as it is safe to be out on the road, dispatch assessment team (YL Managers) to Communities to determine high priority areas and an initial plan of attack based on assessment. Determine how many laborers will be needed to get the streets clear of debris as quickly as possible (48-hour goal)

- **PHASE 2 – INGRESS / EGRESS CLEAN-UP**

- Once assessment is complete, crews will be dispatched. Any additional help needed from the branch or surrounding branches will be on call based on severity of storm. (Branches in Palm Beach, Port St Lucie, Fort Lauderdale Orlando, Daytona, Tampa, Bunnell, Jacksonville – and beyond the state of Florida as needed). The primary focus will be on clearing roadways and eliminating any dangerous situations. At this point, only the necessary debris will be removed and/or taken to pre-approved on-site staging areas. The main goal here is to allow access to the property.

- **PHASE 3 – CLEAN-UP / DEBRIS REMOVAL**

- Phase 3 will focus on the continued clean-up of the common area property. Yellowstone will begin removing the debris and begin staking any trees during this phase of the clean-up. This phase will take the longest and will culminate with the removal of stumps, repairs to irrigation systems and dealing with any final aesthetic issues. A dedicated Hurricane Clean-up crew (size will be based on severity of storm) will be utilized onsite when normal maintenance crew resumes their contractual duties. Rate structure will be as follows:

### Labor Rates

○ Manager / Supervisor	\$ 95.00 / hour
○ Foreman / Technician	\$ 78.00 / hour
○ Laborer	\$ 60.00 / hour

### Equipment Rates

○ Skid loader	\$ 110.00/hour(6-hour minimum)
○ Dingo	\$ 95.00 / hour (6-hour minimum)

### Dumpster Rates

○ 30 cubic yards	\$ 750.00 / pull
○ 40 cubic yards	\$ 945.00 / pull

- You will notice that these fees are a little higher than our normal fees. In establishing these rates, we must account for the many unrealized costs associated with post storm clean up. Some of these additional costs include:
  - LABOR COSTS - Post storm labor rates run at a premium due to the amount of work that exists throughout the entire area. The average work day runs 12 to 15 hours per day, which results in a large amount of overtime.
  - PRE-STORM INVESTMENT – We make a substantial investment in equipment and supplies to ensure that we are able to respond in the storm’s aftermath. Some of these items include:
    - fuel storage containers
    - chainsaws, blowers
    - spare parts for all equipment
    - alternate methods of communication
    - generators, trash pumps
    - traffic control devices, safety gear
    - tree straps, ropes, rakes, shovels, trash bags, other hand tools
- INCREASED OPERATING COSTS – While fuel costs are controlled the distribution of fuel can be very expensive. We also operate twenty-four hours a day in order maintain and repair the equipment used during the daytime hours.



- PRE-AUTHORIZATION SECTION -

Property Name(s): \_\_\_\_\_  
\_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Precede with **PHASE 1 CLEANUP** efforts:    YES    NO    Not to Exceed amount per property: \_\_\_\_\_

Precede with **PHASE 2 CLEANUP** efforts:    YES    NO    Not to Exceed amount per property: \_\_\_\_\_

**DO NOT PROCEED** with any work until authorized to do so by: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Authorized Signature                      Please Print Your Name                      Date Signed



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	<b>INSURER A :</b> Safety National Casualty Corporation		<b>NAIC #</b> 15105
	<b>INSURER B :</b> ACE Property and Casualty Insurance Company		20699
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES** Main NI COI's **CERTIFICATE NUMBER:** 19384101 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GL6676218	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647 003	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as an Additional Insured as respects to General Liability where required by written contract subject to policy terms, conditions, and exclusions.

### CERTIFICATE HOLDER

### CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yellowstone Landscape - Southeast, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 849</b></p> <p><b>6</b> City, state, and ZIP code <b>Bunnell, FL 32110</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
<b>Employer identification number</b>	
2 0 - 2 9 9 3 5 0 3	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Debrah Cooklin</i>	Date ▶ <i>12/27/23</i>
------------------	--------------------------------------------------	------------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



# Statement of Corporate Stability

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Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, snow removal services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 7000 clients from 63 local branch operations facilities in 16 states across the United States. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$580,000,000 in 2023. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$50 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

#### Bank Reference Information:

Kyle Blummer  
Antares Capital, LP  
Chicago, IL 60661  
P: 312-638-4042



# REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

**PROJECT NAME:**

Valencia Cove

**CLIENT SINCE:**

2017

**SERVICES PROVIDED:**

Landscape Maintenance, Irrigation Maintenance, Fertilizer Landscape Design, Landscape Enhancement

**CLIENT CONTACT:**

**Crystaly Gonzalez**  
General Manager

Lang Management  
8430 Blue Mountain Ave  
Boynton Beach, FL 33473

**P:** 561.877.8631

**E:** [vcovepm@langmanagement.com](mailto:vcovepm@langmanagement.com)

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**PROJECT NAME:**

Canyon Springs

**CLIENT SINCE:**

2023

**SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

**CLIENT CONTACT:**

**Mary Cosban**  
Property Manager

Castlegroup  
Boynton Beach, FL

**P:** 561.735-8836

**E:** [mary@mycanyonsprings.com](mailto:mary@mycanyonsprings.com)

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**PROJECT NAME:**

Valencia Falls

**CLIENT SINCE:**

2023

**SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Fertilization and Pest Control,

**CLIENT CONTACT:**

**Russ Gaglio-Property Manager**

First Service Residential

Delray Beach, FL

**P:** 561-637-9571

**E:** [propertymgr@valenciafalls.org](mailto:propertymgr@valenciafalls.org)

# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
<b>Mowing (42) cuts</b> Includes Mowing, Edging, String Trimming, & Cleanup.	\$28,599.48
<b>Detail- (12x)</b> Includes Shrub pruning and weeding beds with herbicide for common areas and homes. Perimeter Clusia to be trimmed as needed 4x per year.	\$25,759.80
<b>Integrated Pest Management IPM (12x) per year insect and spot spraying emergents as needed. Fertilization- Turf (4x) and Shrubs, Ornamentals, Trees-4x per year.</b>	\$14,513.12
<b>Irrigation Inspections (12)</b> Includes Standard Irrigation Reports:	\$2,204.80
<b>ANNUAL GRAND TOTAL</b>	<b>\$71,077.20</b>

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Palm Trimming-1 x per service	\$10,515
Mulch-Brown Mulch per service-price.	\$16,952.51
Flowers-Per service approx 1000pots	\$2,446.84

CLIENT NAME:	Avenir CDD
BILLING ADDRESS:	2501A Burns Rd Palm Beach Gardens, Florida 33410
PROPERTY CONTACT:	Jason Pierman
PROPERTY CONTACT EMAIL:	jpierman@sdsinc.org
PROPERTY CONTACT PHONE:	877-737-4922
CONTRACT EFFECTIVE DATE:	<b>October 1st 2024</b>
CONTRACT EXPIRATION DATE:	September 30th 2027
INITIAL TERM:	Three Years
PROPERTY NAME:	Avenir CDD Clubhouse
PROPERTY ADDRESS:	12255 Avenir Drive Palm Beach Gardens, FL 33412
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Damien Boutiette
YELLOWSTONE CONTACT EMAIL:	dboutiette@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	561.723.1415
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.



# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **71,077.20** annually, in equal monthly installments billed in the amount of **5923.10** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Avenir CDD

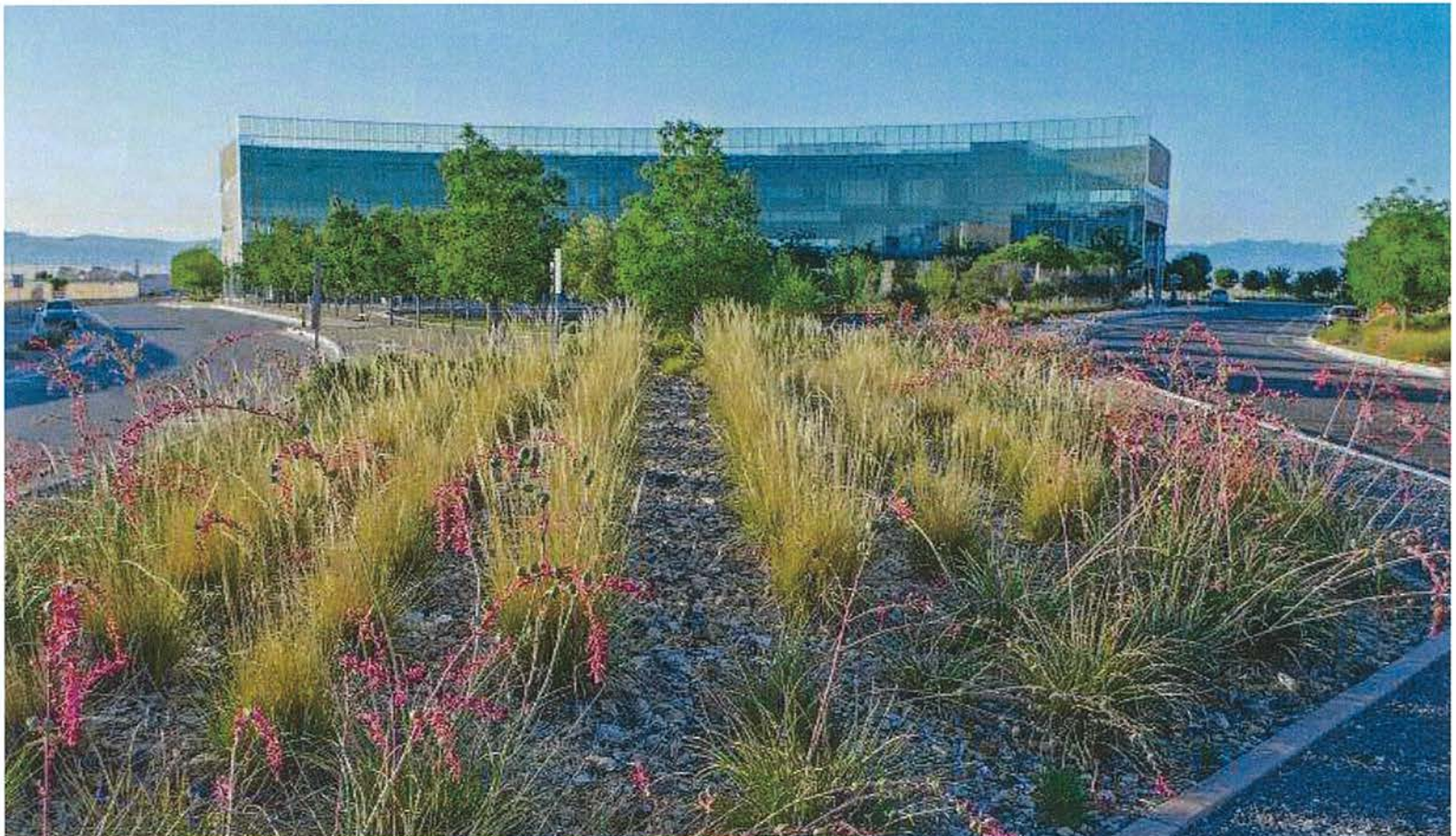
 SIGNATURE  
Jason Pierman

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Printed Name: Paul Crowe, Branch Manager  
Date:

---

Printed Name: Chairman, Avenir CDD  
Date:





## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each year of this agreement, and for any additional auto-renewal years.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination:** If either party hereto fails to fully perform its obligations and fails to cure any such default within 60 days after receipt of written notice specifying the acts or omissions, the other party shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all service performed and materials incurred to the effective date of termination. After the first year of this Agreement, either party hereto may terminate this Agreement at any time upon 60 days notice to the other party. Client shall pay Yellowstone for all service performed and materials incurred to the effective date of termination. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.



**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida and or Palm Beach County, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches.) Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the services.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.



**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

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**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



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**FIRST AMENDMENT TO  
AMENITY SERVICES AGREEMENT**

**THIS IS A FIRST AMENDMENT TO AMENITY SERVICES AGREEMENT (“Amendment”)**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

**VESTA PROPERTY SERVICES, INC.**, a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202, and **AMENITY FOOD & BEVERAGES, INC.**, a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (collectively, the “Contractor”).

**RECITALS:**

**WHEREAS**, the District entered into an Amenity Services Agreement with Contractor, dated November 8, 2021 for the provision of amenity management services with respect to the District’s Clubhouse Amenity Center, as defined therein (the “Agreement”); and

**WHEREAS**, the Board of Supervisors of the District has authorized the proper District officials to enter into this Amendment with Contractor providing for additional services, and updated rate schedule, and a one year extension to the Initial Term of the Agreement; and

**WHEREAS**, it is the intent of this Amendment to incorporate and ratify all rate increases and staffing changes approved by the District and by the Contractor since the Agreement was entered into by the parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Amendment and Agreement.

**Section 2.** **First Extension of Initial Term.** Pursuant to Section 2.B of the Agreement, entitled, “Term,” the Initial Term of this Agreement is hereby extended for an additional year, specifically from October 1, 2024 through September 30, 2025.

**Section 3.** Section 2.D. of the Agreement, entitled “Compensation,” is hereby amended as follows:

**D. Compensation.** The annual amount payable to Contractor for Services provided pursuant to this Agreement shall be ~~FIVE HUNDRED NINETEEN THOUSAND ONE HUNDRED TWENTY AND 00/100 (\$519,120.00)~~ **SEVEN HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED ONE AND 00/100 (\$758,801.00)** DOLLARS, as more particularly described in the pricing schedule attached hereto and made a part hereof as Exhibit B (the “Annual Contract Amount”). District agrees to pay Contractor a monthly management fee equal to 1/12 of the Annual Contract Amount (~~\$43,260.00~~ **\$63,233.42**). This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with the management and operation of the Clubhouse Amenity Center. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the “Approved Reimbursables”). Invoices shall be paid net thirty (30) days upon receipt by District. If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on the Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or five (5%) percent, whichever is less. Nothing herein shall restrict the ability of the District to reduce Holiday or Clubhouse Hours in the future, entitling the District to a reduction in the Annual Contract Amount which corresponds to said reduction in hours. District shall make all payments under this agreement to “Vesta Property Services, Inc.,” unless otherwise directed in writing by an authorized officer of Vesta Property Services, Inc.

**Section 4.** Exhibit B of the Agreement is hereby replaced in its entirety by that which is attached hereto and incorporated as part of this Amendment as Exhibit A-1.

**Section 6.** The Effective Date of this Amendment shall be October 1, 2024.

**Section 7.** In all other respects, the Agreement between the parties, dated November 8, 2021, is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this First Amendment to Amenity Services Agreement and further agree that it shall take effect as of the Effective Date set forth therein.

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chair  
Board of Supervisors

Date: \_\_\_\_\_, 2024

**VESTA PROPERTY SERVICES, INC., a Florida corporation**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Print name

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Print Name

**AMENITY FOOD & BEVERAGES, INC., a Florida corporation**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Print name

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Print Name

**Exhibit A-1**

**(Replaces Exhibit B to the Amenity Services Agreement, dated November 8, 2021)**



Position	Annual Hours (If Applicable)	Hourly Wage (If Applicable)	Total Gross Wages	Payroll Burden Multiplier	Total Labor Cost	Price*
				30%		
General Manager			\$ 105,000.00	\$ 31,500.00	\$ 136,500.00	\$ 166,530.00
Lifestyle Director	2080		\$ 80,000.00	\$ 24,000.00	\$ 104,000.00	\$ 126,880.00
Maintenance Manager	2080		\$ 70,000.00	\$ 21,000.00	\$ 91,000.00	\$ 111,111.00
Senior Maintenance Tech	2080	\$ 26.00	\$ 54,080.00	\$ 16,224.00	\$ 70,304.00	\$ 85,841.00
Asst Maintenance Tech	2080	\$ 20.00	\$ 41,600.00	\$ 12,480.00	\$ 54,080.00	\$ 66,032.00
Attendant Supervisor	2080		\$ 43,000.00	\$ 12,900.00	\$ 55,900.00	\$ 68,198.00
Clubhouse Attendants	3760	\$ 18.00	\$ 67,680.00	\$ 20,304.00	\$ 87,984.00	\$ 87,984.00
Janitorial Personnel		\$ 14.00	\$ 29,120.00	\$ 4,780.00	\$ 33,900.00	\$ 46,225.00
<b>Total</b>						<b>\$ 758,801.00</b>

\*Price includes allocated costs of Vesta's corporate shared services and regional/local oversight & support, and gross profit.

**CHANGE ORDER NO. 7**

Date of Issuance:	June 10, 2024	Effective Date:	June 10, 2024
Owner:	<b>Avenir Community Development District</b> 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	<b>CENTERLINE, INC.</b> 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	190512
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	201822
Project:	<b>AVENIR SPINE ROAD PHASE TWO</b>	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

1. Right turn lane and left turn lane revisions at the entrance to Pod 15 - \$207,860.84

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,289,768.60	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>1</u> to No. <u>6</u> : <b>\$1,512,062.09</b>	[Increase] [Decrease] form previously approved Change Orders No. <u>    </u> to No. <u>    </u> : None
Contract Price prior to this Change Order: <b>\$6,801,830.69</b>	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

<p>[Increase] [<del>Decrease</del>] of this Change Order  <b>\$207,860.84</b></p>	<p>[Increase] [Decrease] of this Change Order  None</p>	
<p>Contract Price incorporating this Change Order:  <b>\$7,009,691.53</b></p>	<p>Contract Times with all the approved Change Orders:  Refer to contract Exhibit "E" and Change Order No. 1 Exhibit "D" – Change Order No. 1 Construction Schedule</p>	
<p>RECOMMENDED:</p>  <p>By: _____  Ballbe &amp; Associates, Inc.  Carlos J. Ballbé  President</p> <p>Date: <u>6/10/2024</u></p>	<p>ACCEPTED:</p> <p>By: _____  Avenir Community Development District</p> <p>Date: _____</p>	<p>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.

Earthwork - Underground Utilities - Roadways  
2180 SW Poma Drive, Palm City, Florida 34990  
Phone: (561) 689-3917 Fax: (561) 689-0017  
www.centerlineinc.com

STATE UNDERGROUND UTILITY LICENSE #CUCO32651

STATE GENERAL CONTRACTOR LICENSE #CGC011107

<b>To:</b>	Ballbe & Associates	<b>Contact:</b>	CARLOS BALLBE
<b>Address:</b>	2737 Northeast 30th Place Ft. Lauderdale, FL 33306 UNITED STATES	<b>Phone:</b>	(954) 491-7811
<b>Project Name:</b>	AVENIR APEX TURN LANE	<b>Fax:</b>	
<b>Project Location:</b>	AVENIR, PALM BEACH GARDENS, FL	<b>Bid Number:</b>	
		<b>Bid Date:</b>	2/14/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>100-MOBILIZATION/GENERAL CONDITIONS</b>					
1	MOBILIZATION/GENERAL CONDITIONS	1.00	LS	\$13,527.12	\$13,527.12
2	SURVEY/LAYOUT/ASBUILTS	1.00	LS	\$8,634.53	\$8,634.53
3	TESTING	1.00	EACH	\$3,804.20	\$3,804.20
4	TRAFFIC MAINTENANCE	1.00	LS	\$8,535.94	\$8,535.94
<b>Total Price for above 100-MOBILIZATION/GENERAL CONDITIONS Items:</b>					<b>\$34,501.79</b>
<b>200-DEMOLITION</b>					
1	DEMOLITION/CURB	473.00	LF	\$4.16	\$1,967.68
2	TURN LANE EXCAVATION	165.00	CY	\$26.90	\$4,438.50
3	DEMO EXISTIN ASPHALT PATH	2,628.00	SF	\$0.97	\$2,549.16
4	DEMOLITION EX. FORCE MAIN	183.00	LF	\$13.45	\$2,461.35
<b>Total Price for above 200-DEMOLITION Items:</b>					<b>\$11,416.69</b>
<b>300-STORM DRAINAGE</b>					
1	CONNECT TO EXISTING STRUCTURE/CORE/REMOVE REPLACE TOP	1.00	EACH	\$7,792.63	\$7,792.63
2	15" RCP STORM PIPE	11.00	LF	\$192.09	\$2,112.99
3	TYPE "C" INLET	1.00	EACH	\$5,002.16	\$5,002.16
<b>Total Price for above 300-STORM DRAINAGE Items:</b>					<b>\$14,907.78</b>
<b>400-FORCE MAIN</b>					
1	CONNECT TO EXISTING PIPE	2.00	EACH	\$7,531.67	\$15,063.34
2	6" DIP FORCE MAIN	190.00	LF	\$119.75	\$22,752.50
3	6" MJ DI FITTINGS 45 DEG.	4.00	EACH	\$1,251.38	\$5,005.52
<b>Total Price for above 400-FORCE MAIN Items:</b>					<b>\$42,821.36</b>
<b>500-ASPHALT/CONCRETE</b>					
1	12" SUBGRADE STABILIZATON TO LBR 40 VALUE	617.00	SY	\$19.67	\$12,136.39
2	8" FDOT BASE PRODUCT, SPREAD, COMPACTED, FINISHED, PRIME	487.00	SY	\$28.72	\$13,986.64
3	0.75" FDOT TYPE SP 9.5, 1ST LIFT, ONE MOBILIZATION	487.00	SY	\$15.70	\$7,645.90
4	0.75" FDOT TYPE SP 9.5, FINAL LIFT WITH TACK COAT, ONE MOBILIZATION	487.00	SY	\$16.21	\$7,894.27
5	24" TYPE 'F' CURB/GUTTER, 3000 PSI, BROOM FINISHED	468.00	LF	\$36.10	\$16,894.80
6	4 INCH CONCRETE HANDICAP RAMP TRANSITIONS	1.00	EACH	\$1,396.54	\$1,396.54
7	CURB RAMP DETECTABLE MAT	52.00	SF	\$62.57	\$3,253.64
8	CONCRETE PAVERS	375.00	SF	\$22.51	\$8,441.25
9	ASPHALT PATH	2,178.00	SF	\$6.79	\$14,788.62
10	FINE GRADE	1.00	LS	\$3,943.66	\$3,943.66
12	TEMP. PAVEMENT MARKINGS	1.00	LS	\$1,676.85	\$1,676.85
13	FINAL PAVEMENT MARKINGS	1.00	LS	\$12,154.66	\$12,154.66

**Notes:**

- **THE FOLLOWING ITEMS ARE EXCLUDED IN THIS PROPOSAL**
- Bond Cost Is Not Included In This Proposal
- Erosion Control Is Not Included In This Proposal
- Dust Control Is Not Included In This Proposal
- Permits Are Not Included In This Proposal
- Desilting of Existing Drainage Is Not Included In This Proposal
- Drainage, T.V./ Lazer Profiling Is Not Included In This Proposal
- Excavation of Hard Rock Is Not Included In This Proposal
- Unsuitable Material Disposal Is Not Included In This Proposal
- **PLEASE NOTE THE FOLLOWING PAYMENT/PROJECT CLAIRIFICATIONS**
- Cost of any dewatering permit, if required, by WMD OR DER; NPDES / erosion control to be paid by others.
- Proposal assumes suitable (sand) subsurface material exists for excavation, pipe support & backfill. If unsuitable subsurface conditions exist that deviate from the soil borings, the cost may have to be re-evaluated. Unsuitable, if discovered, will be disclosed to owner immediately. Disposal of removed (unsuitable) material by others.
- The below price is based on all excavated material being suitable for use on site using normal construction equipment in a normal time frame. No additional cost has been added to dry the existing material (if necessary) of which contains a high fines count (about 10%) (material passing 200 sieve ) content
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project. If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request
- Unless otherwise agreed, any additional expense, not covered by this quotation, which are incurred by Centerline 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.
- All items not specifically included in this proposal unless otherwise listed as a bid item is not included.
- Centerline, Inc. has no responsibility for existing utilities that are damaged that are not properly marked in the field &/or on the plans.
- Due to the volatile material market and the vendors not willing to hold quoted prices the unit prices listed may need to be adjusted at the time of material purchase and that additional cost will be added as a change order to the contract.
- Removal/Relocation/Replacement of all landscaping and irrigation to be by others.
- Adjustment of any electrical or communication utilities to be by others.

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Centerline, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Todd Hamilton (561) 689-3917 Todd@centerlineinc.com</p>
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**CHANGE ORDER NO. 3**

Date of Issuance:	April 9, 2024	Effective Date:	November 30, 2013
Owner:	<b>Avenir Community Development District</b> 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	<b>H AND J CONTRACTING, INC.</b> 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202211
Project:	<b>AVENIR TOWN CENTER BYPASS ROADS</b>	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Roadway Sleeves - \$91,621.70
- Drainage plan revisions – \$13,712.00
- Misc. surveying – \$11,520.00
- Sidewalk repairs - \$4,300.00
- Pavers premium upgrade - \$25,300.00


Total change order amount = \$146,453.70

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: <b>\$4,330,429.00</b>	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : <b>\$818,795.00</b>	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: <b>\$5,149,224.00</b>	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [ <del>Decrease</del> ] of this Change Order <b>\$146,453.70</b>	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: <b>\$5,295,677.70</b>	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: _____ H and J Contracting, Inc. Jeremy Rury Vice President
Date: <u>4/9/2024</u>	By: _____  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

<b>To:</b>	Avenir Community Development District	<b>Contact:</b>	Jason Pierman
<b>Address:</b>	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>	
<b>Project Name:</b>	Avenir Town Center Bypass Road-Roadway Conduit Sleeving	<b>Bid Number:</b>	Change Order
<b>Project Location:</b>	Avenir, Palm Beach Gardens, FL	<b>Bid Date:</b>	11/07/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		SURVEY LAYOUT & AS-BUILTS (PER CROSSING)	26.00	EACH	\$250.00	\$6,500.00
2		TRENCHING & BACKFILL	1,009.00	LF	\$9.50	\$9,585.50
3		INSTALL 2" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	586.00	LF	\$3.25	\$1,904.50
4		FURNISH & INSTALL 2" PVC CONDUIT WITH END CAPS	1,115.00	LF	\$7.50	\$8,362.50
5		FURNISH & INSTALL 4" PVC CONDUIT WITH END CAPS	3,675.00	LF	\$11.60	\$42,630.00
6		INSTALL 6" PVC FPL CONDUIT (MATERIAL FURNISHED BY FPL) WITH END CAPS	218.00	LF	\$4.70	\$1,024.60
7		FURNISH & INSTALL 6" PVC CONDUIT WITH END CAPS	749.00	LF	\$17.50	\$13,107.50
8		FURNISH & INSTALL 8" PVC CONDUIT WITH END CAPS	83.00	LF	\$28.70	\$2,382.10
9		FURNISH & INSTALL 12" PVC CONDUIT WITH END CAPS	60.00	LF	\$68.50	\$4,110.00
10		2x4 WOOD MARKER (EACH END OF EACH TRENCH)	52.00	EACH	\$17.25	\$897.00
11		ELECTRONIC MARKER (EACH END OF EACH TRENCH)	52.00	EACH	\$21.50	\$1,118.00

**Total Bid Price: \$91,621.70**

**Notes:**

- Based on the "Dry Utility Crossings Plan" prepared by Ballbe & Associates, Inc., Dated 10/26/2023.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Franz Favre franz.favre@hjcontracting.com</p>
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# H & J Contracting. Inc.

3160 Fairlane Farms Road  
Wellington, FL 33414  
USA

Phone: 561-791-1953  
Fax: 561-795-9282

<b>To:</b> Avenir Community Development District	<b>Contact:</b> Jason Pierman
<b>Address:</b> 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Avenir Town Center Bypass Road-Plan Drainage Changes	<b>Bid Number:</b> Change Order
<b>Project Location:</b> Avenir, Palm Beach Gardens, FL	<b>Bid Date:</b> 11/07/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	3	INLET PROTECTION	2.00	EACH	\$205.00	\$410.00
	18	15" RCP STORM PIPE	20.00	LF	\$65.00	\$1,300.00
	19	18" RCP STORM PIPE	14.00	LF	\$69.00	\$966.00
	20	30" RCP STORM PIPE	80.00	LF	\$153.00	\$12,240.00
	23	48" RCP STORM PIPE	1.00	LF	(\$319.00)	(\$319.00)
	24	54" RCP STORM PIPE	30.00	LF	(\$410.00)	(\$12,300.00)
	25	60" RCP STORM PIPE	4.00	LF	(\$535.00)	(\$2,140.00)
	26	72" RCP STORM PIPE	8.00	LF	(\$755.00)	(\$6,040.00)
	27	4' DIA CB INLET	1.00	LF	\$4,990.00	\$4,990.00
	37	7' DIA CI INLET	1.00	EACH	\$14,240.00	\$14,240.00
	46	FINALIZE DRAINAGE	73.00	EACH	\$5.00	\$365.00

**Total Bid Price: \$13,712.00**

**Notes:**

- Based on the "Paving and Drainage System" plans prepared by Ballbe & Associates, Inc., Dated 5/12/2023

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Franz Favre franz.favre@hjcontracting.com</p>
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# H & J Contracting. Inc.

3160 Fairlane Farms Road  
Wellington, FL 33414  
USA

Phone: 561-791-1953  
Fax: 561-795-9282

<b>To:</b> Avenir Community Development District	<b>Contact:</b> Manny Mato
<b>Address:</b> 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Avenir-Survey For Keith	<b>Bid Number:</b> Change Order
<b>Project Location:</b> Palm Beach Gardens	<b>Bid Date:</b> 01/31/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Calc And Stake FPL Light Poles	1.00	LS	\$8,165.00	\$8,165.00
2	Calc FPL At Lift Station 13 & 14	1.00	LS	\$325.00	\$325.00
3	Asbuild Revised Lake POD 16	1.00	LS	\$380.00	\$380.00
4	Restake West Light Poles On Spine Road 5	1.00	LS	\$380.00	\$380.00
5	Calc FPL Path To LS 13 And LS 14	1.00	LS	\$275.00	\$275.00
6	Restake And Grade Subgrade Entries On Spine 5	1.00	LS	\$475.00	\$475.00
7	Restake FPL 90 To LS 14 On Spine 5	1.00	LS	\$95.00	\$95.00
8	Restake Light Poles On Spine 5 The Length Of POD 18	1.00	LS	\$285.00	\$285.00
9	Additional Spine 5 FPL Staking - Restake Light Poles And FPL At Lift Station 14	1.00	LS	\$1,140.00	\$1,140.00

**Total Bid Price: \$11,520.00**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Franz Favre franz.favre@hjcontracting.com</p>
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# H & J Contracting. Inc.

3160 Fairlane Farms Road  
Wellington, FL 33414  
USA

Phone: 561-791-1953  
Fax: 561-795-9282

<b>To:</b> Avenir Community Development District	<b>Contact:</b> Manny Mato
<b>Address:</b> 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Avenir Town Center Bypass Road-Sidewalk Repair (S3)	<b>Bid Number:</b> Change Order
<b>Project Location:</b> Avenir, Palm Beach Gardens, FL	<b>Bid Date:</b> 03/28/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Repour Sidewalks And Install New DWS	1.00	LS	\$3,350.00	\$3,350.00
	105	Remove, Haul And Dispose Of Broken Sidewalks	1.00	LS	\$950.00	\$950.00

**Total Bid Price: \$4,300.00**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Franz Favre franz.favre@hjcontracting.com</p>
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# H & J Contracting. Inc.

3160 Fairlane Farms Road  
Wellington, FL 33414  
USA

Phone: 561-791-1953  
Fax: 561-795-9282

<b>To:</b>	Avenir Community Development District	<b>Contact:</b>	Jason Pierman
<b>Address:</b>	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>	
<b>Project Name:</b>	Avenir Town Center Bypass Road-Premium Pavers	<b>Fax:</b>	
<b>Project Location:</b>	Avenir, Palm Beach Gardens, FL	<b>Bid Number:</b>	Change Order
		<b>Bid Date:</b>	3/11/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Sidewalks</b>						
	100	Premium Pavers Increase Over Standard Pavers	1.00	LS	\$25,300.00	\$25,300.00
<b>Total Price for above Sidewalks Items:</b>						<b>\$25,300.00</b>

**Total Bid Price: \$25,300.00**

**Notes:**

- Project was bid with standard pavers, change order covers the cost of premium pavers.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Franz Favre franz.favre@hjcontracting.com</p>
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**CHANGE ORDER NO. 5**

Date of Issuance:	June 11, 2024	Effective Date:	June 11, 2024
Owner:	<b>Avenir Community Development District</b> 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	<b>H AND J CONTRACTING, INC.</b> 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202211
Project:	<b>AVENIR TOWN CENTER BYPASS ROADS</b>	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:


1. Landscape installation - \$542,850.00
  2. Irrigation installation - \$378,000.00
- Total = \$920,850.00

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: <b>\$4,330,429.00</b>	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>0</u> to No. <u>4</u> : <b>\$1,042,417.05</b>	[Increase] [Decrease] form previously approved Change Orders No. <u>    </u> to No. <u>    </u> : None

Contract Price prior to this Change Order: <b>\$5,372,846.05</b>	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [ <del>Decrease</del> ] of this Change Order <b>\$920,850.00</b>	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: <b>\$6,293,696.05</b>	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: _____	By: _____ H and J Contracting, Inc. Jeremy Rury Vice President
Date: <u>6/11/2024</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

<b>To:</b> Avenir Community Development District	<b>Contact:</b> Carlos Ballbe'
<b>Address:</b> 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Avenir Town Center Bypass Road-Landscape & Irrigation CO	<b>Bid Number:</b> Change Order
<b>Project Location:</b> Avenir, Palm Beach Gardens, FL	<b>Bid Date:</b> 06/11/24

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Irrigation	1.00	LS	\$378,000.00	\$378,000.00
	105	Landscaping	1.00	LS	\$542,850.00	\$542,850.00

**Total Bid Price: \$920,850.00**

## Notes:

- Scope of work: All landscaping to be completed in proper manner as per plans: LP1 LP2 LP3 LP4 LP5 LP6 LP9 LP12 LP13 LP16 LP17 LP20 05-01-24 IR4 IR5 IR8 IR9 11-02-22  
Trees to be Florida #1 quality with a one Year warranty to Follow installation period. Any Additional St. Augustine Sod needed after 138,000 Square ft will cost .75 cents per square ft installed
- This proposal includes the following:  
138,000 square ft St. Augustine Sod  
1,700 cubic yards Top soil Mix 50/50 @ 6" depth  
1,000 cubic yards Melaleuca Mulch @ 3" depth  
3 cubic yards Black Mexican Beach pebble 2-3" @ 2" depth / Weed fabric  
3 cubic yards Crushed Coquina Shells @ 2" depth / Weed fabric  
Plant and tree material installed as per plans  
Irrigation as per plans / Tie into existing Main line / \*\*electric-power by others  
Equipment – Labor – Temp Watering  
Proper Tree bracing as per plans  
Aluminum edging as needed  
Proper insurance requirements as needed  
Maintenance until final acceptance  
90 Routine maintenance after Final Acceptance
- This proposal excludes the following:  
Permit-fees / removal of existing pavers-asphalt / excavating islands  
Back fill / removal of existing vegetation-trees-sod / structural-hardscape  
Lawn Maintenance-service
- Please Note: All Tree cost subject to change due to availability at time of installation.  
Thank you for your time.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>H &amp; J Contracting. Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p>Vice President: Jeremy Rury</p>
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**CHANGE ORDER NO. 2**

Date of Issuance:	July 1, 2024	Effective Date:	July 1, 2024
Owner:	<b>Avenir Community Development District</b> 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	<b>SPF UNDERGROUND UTILITIES, INC.</b> 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202120
Project:	<b>AVENIR SPINE ROAD PHASE 6</b>	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

- Street lights conduit installation – \$57,383.10
- Additional switch cabinet work, install concrete riser - \$6,186.01

Total Change Order Amount = \$63,569.11

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <b>\$285,000.00</b>	Original Contract Times: <b>N/A</b>
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : <b>\$297,331.05</b>	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: <b>\$582,331.05</b>	Contract Times prior to this Change Order: N/A

[Increase] [ <del>Decrease</del> ] of this Change Order <b>\$63,569.11</b>	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: <b>\$645,900.16</b>	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____          Ballbe &amp; Associates, Inc.          Carlos J. Ballbé          President</p> <p>Date: <u>7/1/2024</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: _____          SPF UNDERGROUND UTILITIES,          INC Scott Fruggiero          President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



EXHIBIT "A"

SPF Underground Utilities, Inc.

1220 SW Dyer Point Rd  
Palm City, FL 34990

# ESTIMATE

Date	Estimate #
2/28/2024	22824AA

Name / Address
Avenir Community Development District Spine 6

PO/WO	Project	Attn:
	Avenir Spine 6	Keith O'Brien

Description	Qty	Rate	Total
Northlake Rd Palm Beach Streetlight Conduit install			
Trench and backfill at 24"	6,214	5.50	34,177.00
Install 2" for streetlight power	6,214	1.15	7,146.10
Rental of required machinery	1	1,800.00	1,800.00
Install Transformer Pads	2	150.00	300.00
Install streetlight handholes	44	90.00	3,960.00
Survey and Bond	1	10,000.00	10,000.00
<b>Total</b>			\$57,383.10

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com



SPF Underground Utilities, Inc.  
 1220 SW Dyer Point Rd  
 Palm City, FL 34990

# Change Order Request

Date	Change Order #
5/10/2024	51024AA

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District Spine 6

CO	Project
	Avenir Spine 6

Attn:	Keith O'brien
-------	---------------

Description	Qty	Rate	Total
Avenir Spine 6 Attn: Keith and Carlos  Spine 6 and Substation last manhole on duct bank  4/15/24 Removed Switch cabinet and pipe, raised to new grade, replumbed pipe, backfilled and grade also raised single phase pad to new grade and backfilled 6 men 8 hours	48	70.00	3,360.00
4/16/24 Installed 2' concrete riser, manhole, completed mud work, backfilled and graded 3 men 8 hrs	24	70.00	1,680.00
Equipment 140	1	1,063.31	1,063.31
Material (6 bags concrete)	1	82.70	82.70

	<b>Total</b>	\$6,186.01
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**CHANGE ORDER NO. 3**

Date of Issuance:	July 1, 2024	Effective Date:	July 1, 2024
Owner:	<b>Avenir Community Development District</b> 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	<b>SPF UNDERGROUND UTILITIES, INC.</b> 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	<b>Ballbe &amp; Associates, Inc.</b>	Engineer's Project No.:	202120
Project:	<b>AVENIR SPINE ROAD PHASE 6</b>	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

- Substation feeder install – \$19,999.00
- Additional work to lower feeder - \$4,746.38

Total Change Order Amount = \$24,745.38

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <b>\$285,000.00</b>	Original Contract Times: <b>N/A</b>
[Increase] [ <del>Decrease</del> ] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : <b>\$360,900.16</b>	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: <b>\$645,900.16</b>	Contract Times prior to this Change Order: N/A



[Increase] [ <del>Decrease</del> ] of this Change Order <b>\$24,745.38</b>	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: <b>\$670,645.54</b>	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____          Ballbe &amp; Associates, Inc.          Carlos J. Ballbé          President</p> <p>Date: <u>7/1/2024</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: _____          SPF UNDERGROUND UTILITIES,          INC Scott Fruggiero          President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"



SPF Underground Utilities, Inc.  
 1220 SW Dyer Point Rd  
 Palm City, FL 34990

# Change Order Request

Date	Change Order #
4/23/2024	42423AA

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Florida Select Builders Corp AVENIR Panther National

CO	Project

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Entrance Panther Creek Attn: Keith O'Brien  Lower feeder under force main  Work completed 4/18 and 4/19/24  4/18/24 50' digging to lower feeder pipe under forced main with 14" clearance Cutout comcast and streetlight pipe  4/19/24 Repaired and installed comcast and streetlight conduit Backfilled, cleaned up and graded area	40	70.00	2,800.00
Equipment Rentals	1	1,946.38	1,946.38

	<b>Total</b>	\$4,746.38
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SPF Underground Utilities, Inc.  
 1220 SW Dyer Point Rd  
 Palm City, FL 34990

# Change Order Request

Date	Change Order #
5/17/2024	51724AA

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Florida Select Builders Corp AVENIR

CO	Project

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir WPB Attn: Keith O'Brien (2) 6" bores and tie in at Substation Spine 6			
5/13/24 Installed (2) 6" pipe and tie into bore pipe at switch cabinet 4 ppl x 8 hrs	32	70.00	2,240.00
5/14/24 Backfilled, installed 2 yards road fill, compacted and cleaned up area 324 ppl x 8 hrs	32	70.00	2,240.00
Equipment (Compactor and 250)	1	2,394.00	2,394.00
(2) 6" bores Avenir Drive (5/3)	1	13,125.00	13,125.00

<b>Total</b>		\$19,999.00
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This instrument prepared by:

Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401

[Space Above This Line for Recording Data]

**PUBLIC UTILITY EASEMENT**

**THIS PUBLIC UTILITY EASEMENT (“Easement”)** is made this 5<sup>th</sup> day of June, 2024, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the “**Grantor**”).

**WITNESSETH:**

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”), in favor of all applicable governmental authorities and all public utilities, and their successors and assigns (collectively “**Grantee**”) to install, operate, maintain, repair, replace and remove their respective utility facilities.

This Easement is expressly subject to Grantor’s reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All utility facilities installed by Grantee within the Easement Area shall not, to the extent applicable, interfere with Grantor’s use of the Easement Area.

Any party that uses the Easement Area for the purpose stated herein, to the extent allowed by law, shall indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with such use of the Easement Area.

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

*[Signature page follows]*


[Signature Page to Public Utility Easement]


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


Witnesses:

**GRANTOR:**

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

  
\_\_\_\_\_  
Print Name: Eileen Valdes  
Address: 550 Biltmore Way #1110  
Coral Gables, FL 33134

By:   
\_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

  
\_\_\_\_\_  
Print Name: Hilarios de Aguiar  
Address: 550 Biltmore Way #1110  
Coral Gables, FL 33134

STATE OF FLORIDA            )  
                                          ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5th day of June, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the District, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public – State of Florida

Notary Stamp/Seal: \_\_\_\_\_



**EXHIBIT "A"**

**Easement Area**

*[See attached]*

**LEGAL DESCRIPTION:**

A PORTION OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

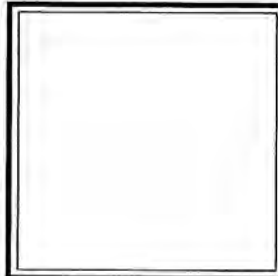
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT R2, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT R2, ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 06' 32", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 52.48 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 995.65 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 146.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 09' 46", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 6.67 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 54.30 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET; THENCE SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 98.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 76° 59' 25", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 99.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 38° 29' 42" EAST FOR A DISTANCE OF 92.12 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 29° 16' 56", HAVING A RADIUS OF 251.00 FEET, HAVING AN ARC DISTANCE OF 128.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 28' 47", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 10.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 31' 25" WEST FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.463 ACRES, MORE OR LESS.  
SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**

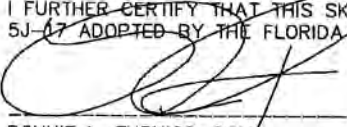


**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 90°00'00" WEST ALONG THE NORTH LINE OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

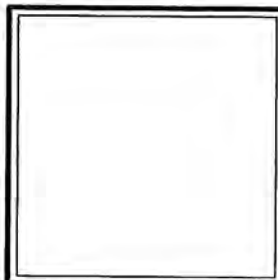
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 24, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 2 OF 4**

	CAULFIELD & WHEELER, INC.
	CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

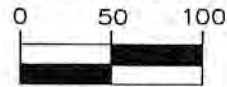
**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**

**LEGEND**

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 100 FT.

**AVENIR  
 PARCEL A-3**  
 (PB 127, PG 85)

**POINT OF BEGINNING  
 NORTHWEST CORNER  
 OF TRACT R2**  
 (PB 135, PG 141)

**R=400.00'**  
**Δ=1°28'47"**  
**L=10.33'**  
**CD=10.33'**  
**CB=N75°31'25"W**

TRACT R1  
 (PB 127, PG, 85)

TRACT O-28  
 (PB 128, PG, 35)

**R=261.00'**  
**Δ=28°42'10"**  
**L=130.75'**

**R=251.00'**  
**Δ=29°16'56"**  
**L=128.28'**

S00°00'00"E 396.85'

N00°00'00"W 396.85'

TRACT R2  
 (PB 135, PG 41)

-TRACT O-1

TRACT O-17  
 (PB 128, PG, 35)

**AVENIR SITE  
 PLAN 1 - POD 1**  
 (PB 128, PG 35)

**R=64.00'**  
**Δ=90°00'00"**  
**L=100.53'**

**R=74.00'**  
**Δ=76°59'25"**  
**L=99.44'**  
**CD=92.12'**  
**CB=N38°29'42"E**

NORTH LINE TRACT R2  
 (BEARING BASIS)  
**N90°00'00"W 1143.90'**

**N90°00'00"E 995.65'**  
**S00°00'00"E 5.33'**  
**N90°00'00"E 10.00'**  
**N00°00'00"E 5.33'**

**TRACT B  
 COMMERCIAL SITE**  
 (PB 135, PG 41)

**146.50'**  
**N90°00'00"E**  
**R=74.00'**  
**Δ=5°09'46"**  
**L=6.67'**  
**S00°00'00"E 54.30'**  
**S15°23'37"E 27.00'**

**N90°00'00"E 0.57'**  
**N00°00'00"W 98.66'**  
**R=63.00'**  
**Δ=15°23'37"**  
**L=16.93'**

MATCH LINE SHEET 4

SHEET 3 OF 4



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

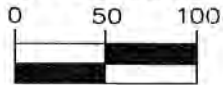
**AVENIR TOWN CENTER  
 UTILITY EASEMENT  
 SKETCH OF DESCRIPTION**

**LEGEND**

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 100 FT.

**AVENIR  
 PARCEL A-3**  
 (PB 127, PG 85)

**TRACT C  
 HOTEL SITE**  
 (PB 135, PG 41)

**TRACT R2**  
 (PB 135, PG 41)

**NORTH LINE TRACT R2  
 (BEARING BASIS)**  
**N90°00'00"W 1143.90'**

**N90°00'00"E  
 N00°00'00"E 995.65'  
 8.00'**

**N90°00'00"E  
 10.00'  
 S00°00'00"E  
 8.00'**

**N90°00'00"E  
 32.93'**

**TRACT A  
 COMMERCIAL SITE**  
 (PB 135, PG 41)

**R=136.00'  
 Δ=22°06'32"  
 L=52.48'**

MATCH LINE SHEET 3

**SHEET 4 OF 4**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER  
 UTILITY EASEMENT  
 SKETCH OF DESCRIPTION**

This instrument prepared by:

Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401

[Space Above This Line for Recording Data]

**PUBLIC UTILITY EASEMENT**

**THIS PUBLIC UTILITY EASEMENT (“Easement”)** is made this \_\_\_ day of June, 2024, by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410 (the “**Grantor**”).

**WITNESSETH:**

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”), in favor of all applicable governmental authorities and all public utilities, and their successors and assigns (collectively “**Grantee**”) to install, operate, maintain, repair, replace and remove their respective utility facilities.

This Easement is expressly subject to Grantor’s reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All utility facilities installed by Grantee within the Easement Area shall not, to the extent applicable, interfere with Grantor’s use of the Easement Area.

Any party that uses the Easement Area for the purpose stated herein, to the extent allowed by law, shall indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with such use of the Easement Area.

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

*[Signature page follows]*



*[Signature Page to Public Utility Easement]*

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

Witnesses:

**GRANTOR:**

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Virginia Cepero, Chairperson  
Board of Supervisors

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA            )  
                                          ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of June, 2024, by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the District, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Notary Stamp/Seal: \_\_\_\_\_

**EXHIBIT "A"**

**Easement Area**

*[See attached]*

**LEGAL DESCRIPTION:**

A PORTION OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT R2, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT R2, ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28° 42' 10", HAVING A RADIUS OF 261.00 FEET, HAVING AN ARC DISTANCE OF 130.75 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 396.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 00' 00", HAVING A RADIUS OF 64.00 FEET, HAVING AN ARC DISTANCE OF 100.53 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 1143.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22° 06' 32", HAVING A RADIUS OF 136.00 FEET, HAVING AN ARC DISTANCE OF 52.48 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 995.65 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 5.33 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 146.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05° 09' 46", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 6.67 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 54.30 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET; THENCE SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 98.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 76° 59' 25", HAVING A RADIUS OF 74.00 FEET, HAVING AN ARC DISTANCE OF 99.44 FEET, AND WHOSE LONG CHORD BEARS NORTH 38° 29' 42" EAST FOR A DISTANCE OF 92.12 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 29° 16' 56", HAVING A RADIUS OF 251.00 FEET, HAVING AN ARC DISTANCE OF 128.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 28' 47", HAVING A RADIUS OF 400.00 FEET, HAVING AN ARC DISTANCE OF 10.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 75° 31' 25" WEST FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.463 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**SHEET 1 OF 4**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 5/24/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955


**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**

**NOTES:**

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 90°00'00" WEST ALONG THE NORTH LINE OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 24, 2024.  
 I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
 \_\_\_\_\_  
 RONNIE L. FURNISS, PSM  
 PROFESSIONAL SURVEYOR AND  
 MAPPER #6272  
 STATE OF FLORIDA - LB #3591

**SHEET 2 OF 4**



CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER  
 UTILITY EASEMENT  
 SKETCH OF DESCRIPTION**

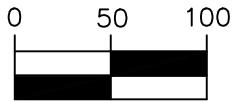


**LEGEND**

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 100 FT.

**POINT OF BEGINNING**  
NORTHWEST CORNER  
OF TRACT R2  
(PB 135, PG 141)

**R=400.00'**  
**Δ=1°28'47"**  
**L=10.33'**  
**CD=10.33'**  
**CB=N75°31'25"W**

TRACT R1  
(PB 127, PG, 85)

TRACT O-26  
(PB 128, PG, 35)

**R=261.00'**  
**Δ=28°42'10"**  
**L=130.75'**

**R=251.00'**  
**Δ=29°16'56"**  
**L=128.28'**

**AVENIR**  
**PARCEL A-3**  
(PB 127, PG 85)

**S00°00'00"E 396.85'**  
**N00°00'00"W 396.85'**  
**TRACT R2**  
(PB 135, PG 41)

**TRACT O-17**  
(PB 128, PG, 35)

**-TRACT O-1**

**AVENIR SITE**  
**PLAN 1 - POD 1**  
(PB 128, PG 35)

**R=64.00'**  
**Δ=90°00'00"**  
**L=100.53'**

**R=74.00'**  
**Δ=76°59'25"**  
**L=99.44'**  
**CD=92.12'**  
**CB=N38°29'42"E**

**NORTH LINE TRACT R2**  
(BEARING BASIS)  
**N90°00'00"W 1143.90'**

**MATCH LINE SHEET 4**

**N90°00'00"E 995.65'**  
**S00°00'00"E 5.33'**  
**N90°00'00"E 10.00'**  
**N00°00'00"E 5.33'**

**TRACT B**  
**COMMERCIAL SITE**  
(PB 135, PG 41)

**146.50'**  
**N90°00'00"E**  
**R=74.00'**  
**Δ=5°09'46"**  
**L=6.67'**  
**S00°00'00"E 54.30'**  
**S15°23'37"E 27.00'**

**N90°00'00"E 0.57'**  
**N00°00'00"W 98.66'**  
**R=63.00'**  
**Δ=15°23'37"**  
**L=16.93'**

**SHEET 3 OF 4**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 5/24/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

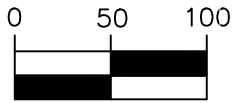
**AVENIR TOWN CENTER**  
**UTILITY EASEMENT**  
**SKETCH OF DESCRIPTION**

**LEGEND**

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 100 FT.

**AVENIR  
PARCEL A-3**  
(PB 127, PG 85)

**TRACT C  
HOTEL SITE**  
(PB 135, PG 41)

**R=136.00'  
Δ=22°06'32"  
L=52.48'**

NORTH LINE TRACT R2  
(BEARING BASIS)

**N90°00'00"W 1143.90'**

**N90°00'00"E**

**N00°00'00"E 995.65'  
8.00'**

**N90°00'00"E  
10.00'**

**S00°00'00"E  
8.00'**

**N90°00'00"E  
32.93'**

**TRACT A  
COMMERCIAL SITE**  
(PB 135, PG 41)

**TRACT R2**  
(PB 135, PG 41)

**MATCH LINE SHEET 3**

**SHEET 4 OF 4**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 5/24/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**

**LEGAL DESCRIPTION:**

A PORTION OF TRACT B, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, AVENIR TOWN CENTER PLAT, AS RECORDED IN PLAT BOOK 135, PAGE 141 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 15° 23' 37" EAST, A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 23' 37", HAVING A RADIUS OF 63.00 FEET, HAVING AN ARC DISTANCE OF 16.93 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 291.08 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 323.84 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.075 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 90°00'00" WEST ALONG THE NORTH LINE OF TRACT R2, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135 PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 24, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

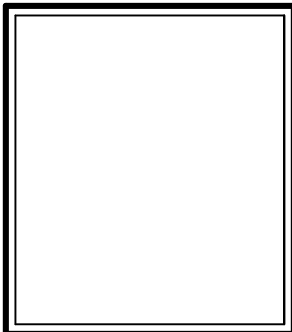


RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 2**



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	5/24/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**

**AVENIR  
PARCEL A-3**  
(PB 127, PG 85)

NORTH LINE TRACT R2  
(BEARING BASIS)

**N90°00'00"W 1197.00'**

**POINT OF BEGINNING  
NORTHEAST CORNER  
OF TRACT B**  
(PB 135, PG 141)

**TRACT R2**  
(PB 135, PG 41)

**N90°00'00"E  
0.57'**

**S15°23'37"E  
27.00'**

**R=63.00'  
Δ=15°23'37"  
L=16.93'**

**TRACT B  
COMMERCIAL SITE**  
(PB 135, PG 41)

**N00°00'00"W 323.84'**  
**S00°00'00"E 291.08'**

**N90°00'00"E  
8.00'**

**N00°00'00"E  
10.00'**

**N90°00'00"W  
18.00'**

**TRACT R2**  
(PB 135, PG 41)

10' DRAINAGE EASEMENT  
(ORB 30647, PG 1781)

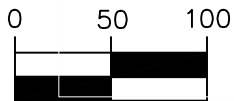
**TRACT O-17**  
(PB 128, PG, 35)

**TRACT O-1**  
2.689 AC

**AVENIR SITE  
PLAN 1 - POD 1**  
(PB 128, PG 35)



**GRAPHIC SCALE**



( IN FEET )

1 INCH = 100 FT.

**LEGEND**

- Δ - DELTA CENTRAL ANGLE
- AC - ACRES
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 5/24/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR TOWN CENTER  
UTILITY EASEMENT  
SKETCH OF DESCRIPTION**



Return To:

Seacoast Utility Authority  
4200 Hood Road  
Palm Beach Gardens, Fl 33410

## EASEMENT DEED

**THIS EASEMENT DEED** made and entered into this \_\_\_\_ day of June, 2024 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to **Chapter 190, Florida Statutes** (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service water and sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO  
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_

Virginia Cepero, Chairperson  
Board of Supervisors

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

\_\_\_\_\_  
Witness #2 Address

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of June, 2024, by **Virginia Cepero**, as **Chairperson** of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**, on behalf of the district, of who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State  
Commission No:  
My Commission Expires:

# MORTGAGEE JOINDER AND CONSENT

The undersigned Mortgagee does hereby join in and consent to the granting of this Easement Deed across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida shall be subordinated to this Easement Deed.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

LENDING INSTITUTION

Signed sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

\_\_\_\_\_  
Witness #2 Address

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public - State  
Commission No:  
My Commission Expires:

**DESCRIPTION:**

A PORTION OF TRACT R2 COCONUT BOULEVARD, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, TRACT RW3, TRACT RBE3, TRACT RW2, TRACT RBE2 AND RW1, AVENIR TOWN CENTER, AS RECORDED IN PLAT BOOK 135, PAGE 141, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 86°54'02" WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 86°54'02" WEST, A DISTANCE OF 10.00 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 121.56 FEET; THENCE TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT R2, NORTH 20°56'12" EAST, A DISTANCE OF 60.10 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT R2, NORTH 01°33'47" WEST, A DISTANCE OF 99.19 FEET; THENCE DEPARTING THE EAST LINE OF SAID TRACT R2, NORTH 89°57'19" WEST, A DISTANCE OF 21.01 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 138.07 FEET; THENCE TO THE WEST LINE OF SAID TRACT R2, NORTH 89°59'58" WEST, A DISTANCE OF 119.04 FEET; THENCE ALONG THE WEST LINE OF SAID TRACT R2, NORTH 01°33'47" WEST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID TRACT R2, SOUTH 89°59'58" EAST, A DISTANCE OF 119.04 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 160.09 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1494.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°07'41", A DISTANCE OF 238.01 FEET; THENCE, NORTH 10°41'27" WEST, A DISTANCE OF 58.07 FEET; THENCE, SOUTH 79°18'33" WEST, A DISTANCE OF 86.00 FEET; THENCE TO THE WEST LINE OF SAID TRACT R2, NORTH 55°41'27" WEST, A DISTANCE OF 14.46 FEET; THENCE ALONG THE WEST LINE OF SAID TRACT R2 BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1320.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 83°05'10" WEST; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°41'46", A DISTANCE OF 16.04 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 55°41'27" EAST, A DISTANCE OF 20.13 FEET; THENCE, NORTH 79°18'33" EAST, A DISTANCE OF 79.23 FEET; THENCE TO THE EAST LINE OF SAID TRACT R2, NORTH 35°17'49" EAST, A DISTANCE OF 20.69 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT R2 BEING A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1460.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 74°55'38" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°36'17", A DISTANCE OF 15.41 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 34°18'33" EAST, A DISTANCE OF 13.26 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 75°11'54" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°05'25", A DISTANCE OF 284.54 FEET; THENCE, NORTH 89°50'06" EAST, A DISTANCE OF 30.06 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1500.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 86°21'10" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°27'33", A DISTANCE OF 12.02 FEET; THENCE, SOUTH 89°50'06" WEST, A DISTANCE OF 19.40 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF 10.10 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 10.11 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 87°08'35" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°17'38", A DISTANCE OF 33.20 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 280.41 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"; THENCE, SOUTH 89°57'19" EAST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 89°57'19" WEST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 100.90 FEET; THENCE, SOUTH 20°56'12" WEST, A DISTANCE OF 60.10 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 119.30 FEET TO THE POINT OF BEGINNING.

CONTINUED ON SHEET 2:

SUAE #1

SHEET 1 OF 10



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION

**DESCRIPTION CONTINUED FROM SHEET 1:**

**LESS AND EXCEPT:**

A PORTION OF TRACT R2 COCONUT BOULEVARD, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID REFERENCE POINT "A"; THENCE, SOUTH 89°57'19" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 89°57'19" WEST, A DISTANCE OF 9.00 FEET; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 298.49 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1506.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°07'41", A DISTANCE OF 239.93 FEET; THENCE, NORTH 10°41'27" WEST, A DISTANCE OF 58.07 FEET; THENCE TO THE EAST LINE OF SAID TRACT R2, NORTH 79°18'33" EAST, A DISTANCE OF 2.86 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT R2 BEING A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1460.00 FEET, WHERE A RADIAL LINE BEARS SOUTH 75°57'53" WEST; THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°28'21", A DISTANCE OF 317.82 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 280.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,220 SQUARE FEET, 0.465 ACRES, MORE OR LESS.

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

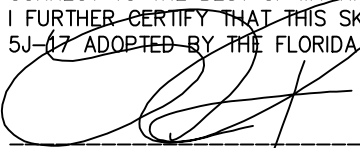
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 01°33'47" EAST ALONG THE EAST LINE OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 21, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 2 OF 10**



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
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DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

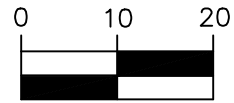
**AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**



**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**GRAPHIC SCALE**

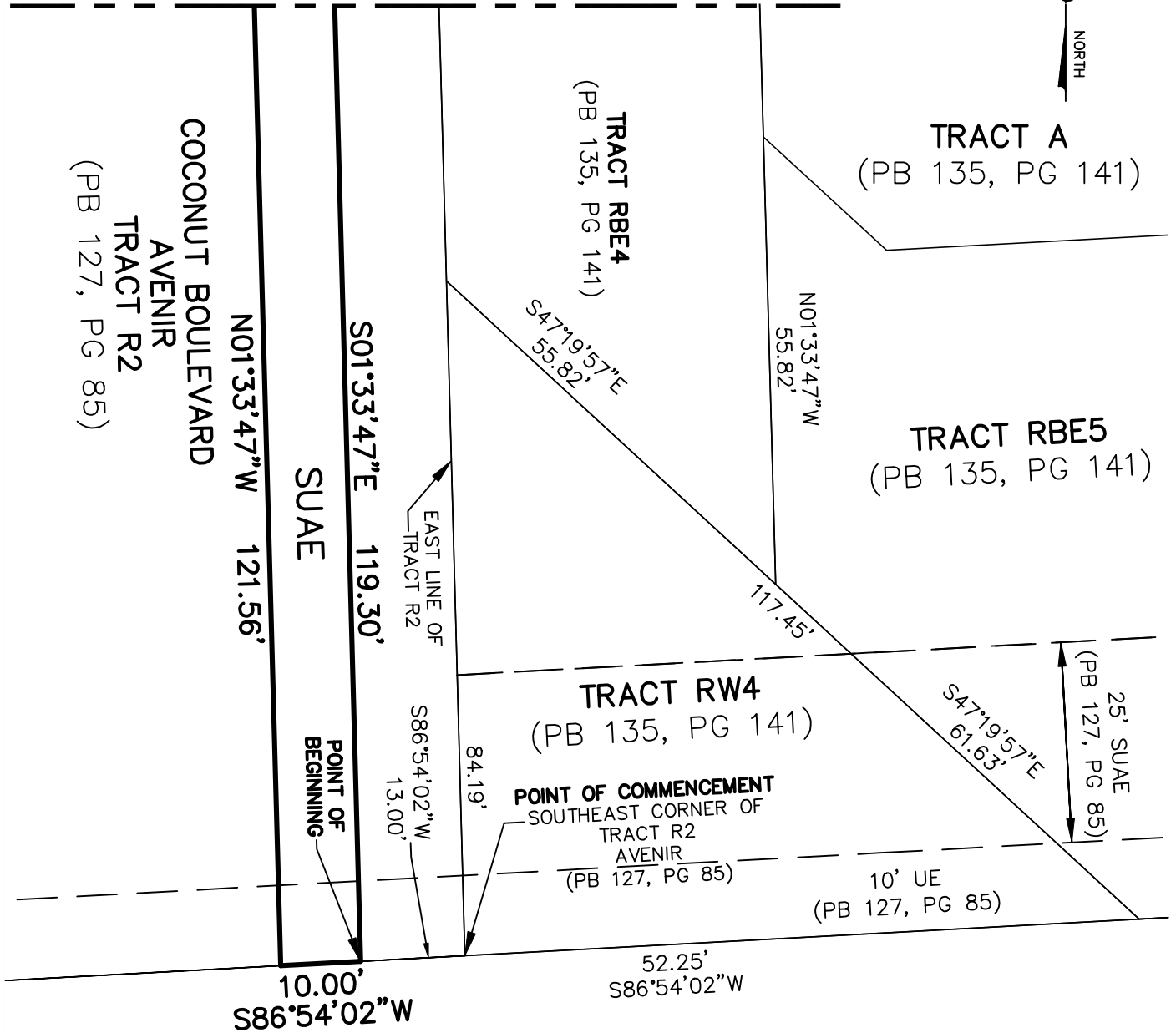


( IN FEET )

1 INCH = 20 FT.



SEE SHEET 4



**SHEET 3 OF 10**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 05/21/2024

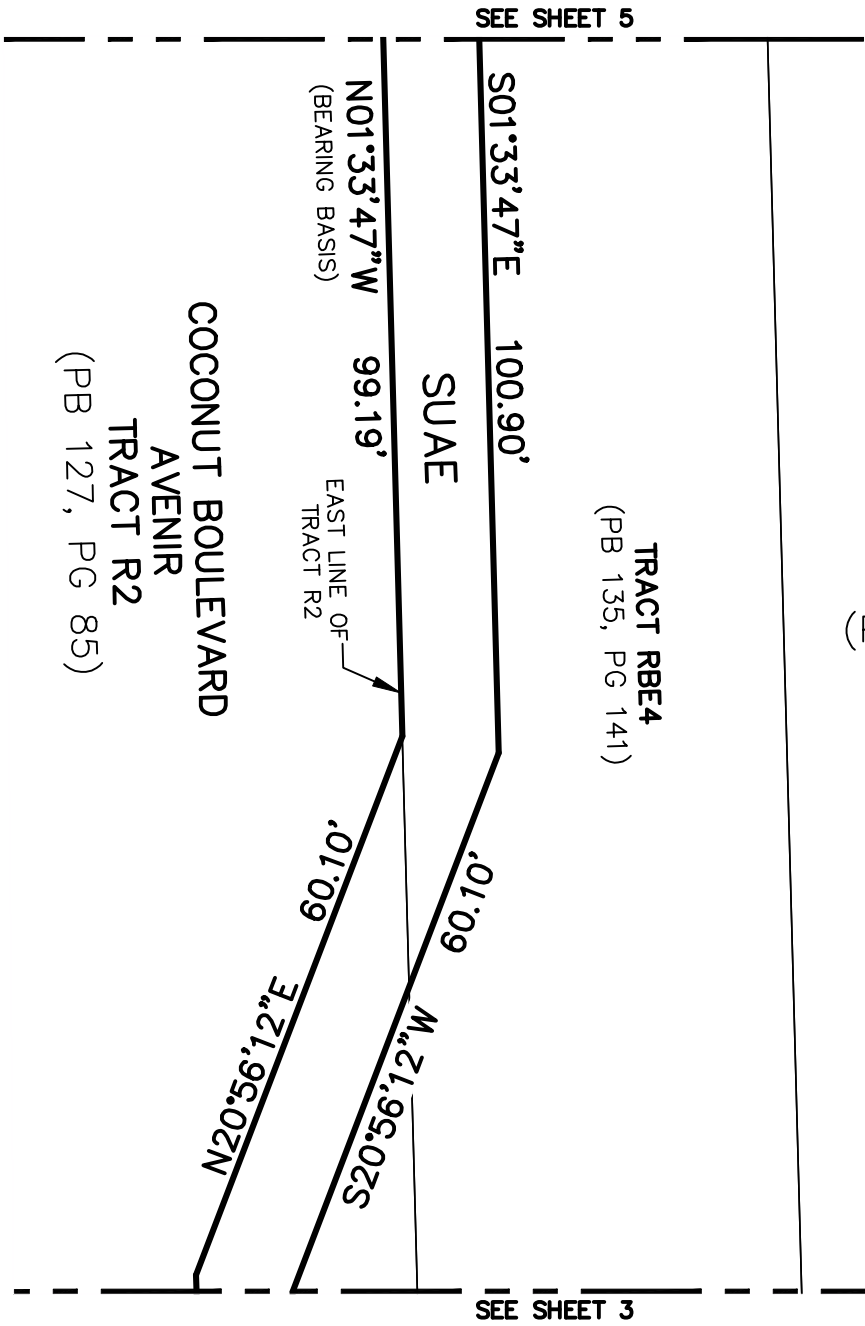
DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

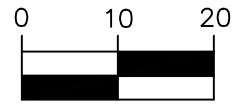
**AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**



**TRACT A**  
(PB 135, PG 141)



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 20 FT.

**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

SEE SHEET 3

SEE SHEET 5

**SHEET 4 OF 10**



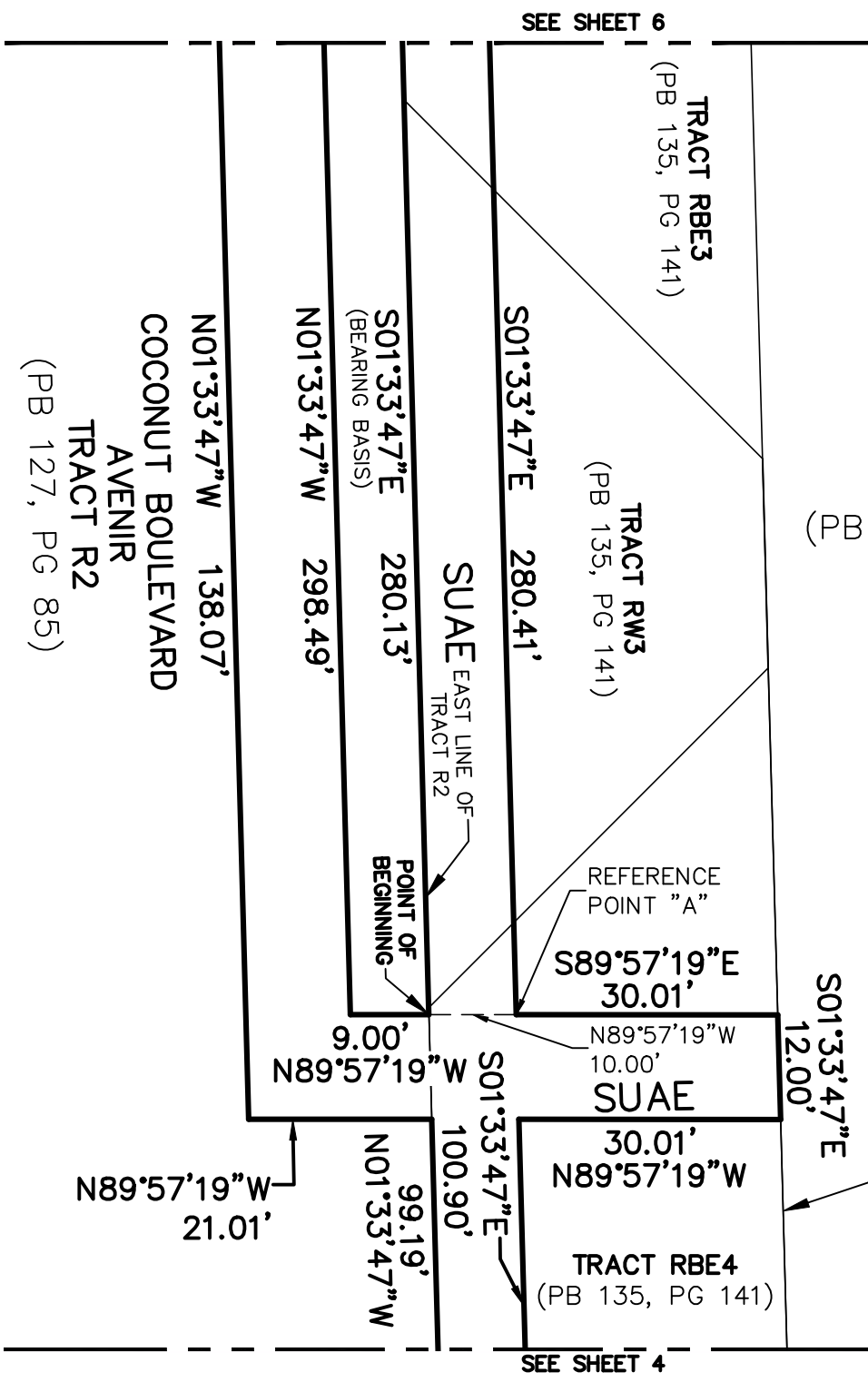
**CAULFIELD & WHEELER, INC.**  
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7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**

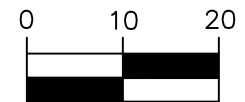
DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 20 FT.

**SHEET 5 OF 10**

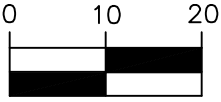


CAULFIELD & WHEELER, INC.  
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LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION

**GRAPHIC SCALE**

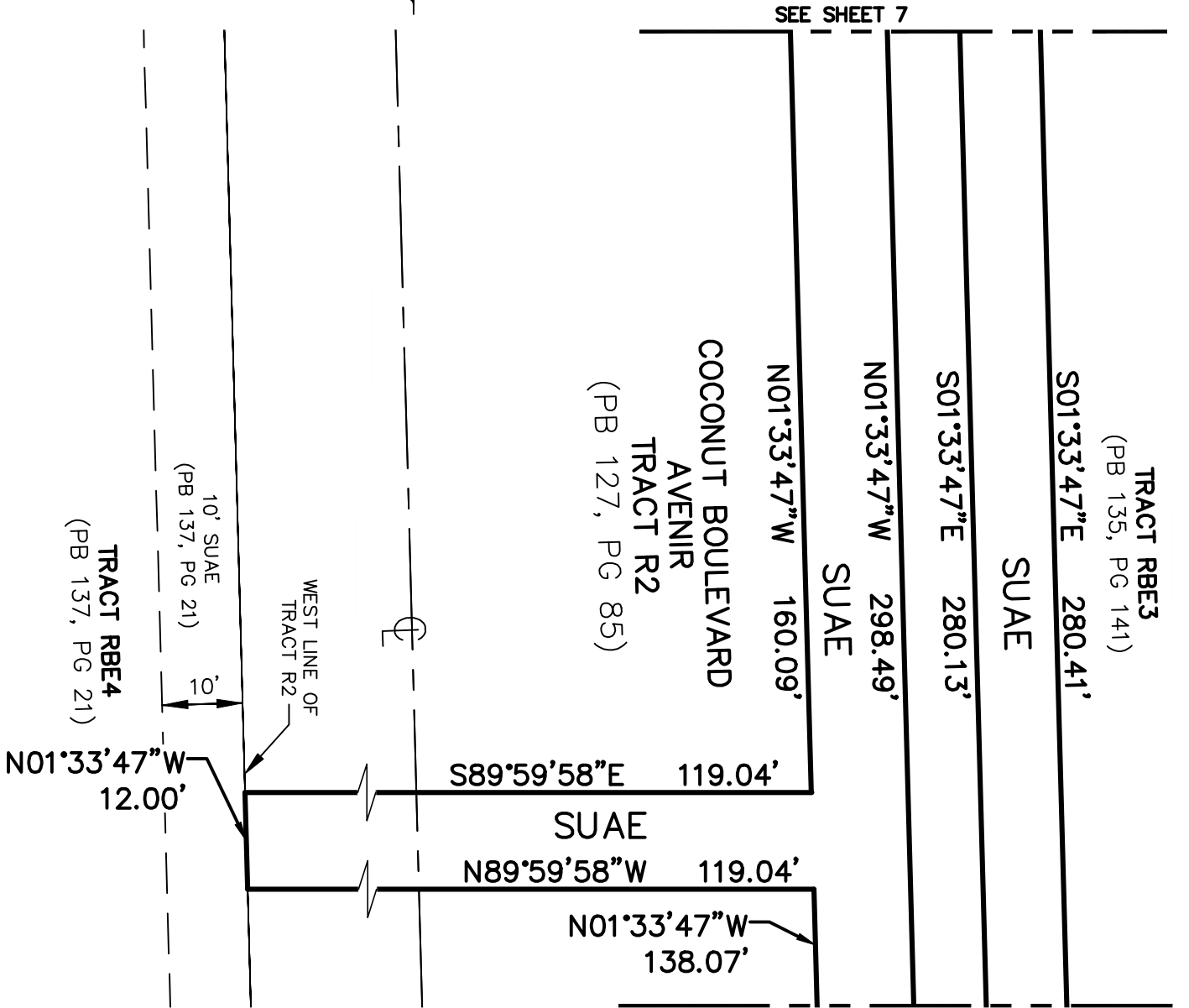


( IN FEET )  
1 INCH = 20 FT.



**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



SEE SHEET 7

SEE SHEET 5

SHEET 6 OF 10



**CAULFIELD & WHEELER, INC.**  
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 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TOWN CENTER  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

SEE SHEET 8

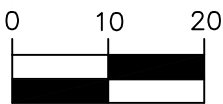
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- RB - RADIAL BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- $\Delta$  - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**COCONUT BOULEVARD  
AVENIR  
TRACT R2**  
(PB 127, PG 85)

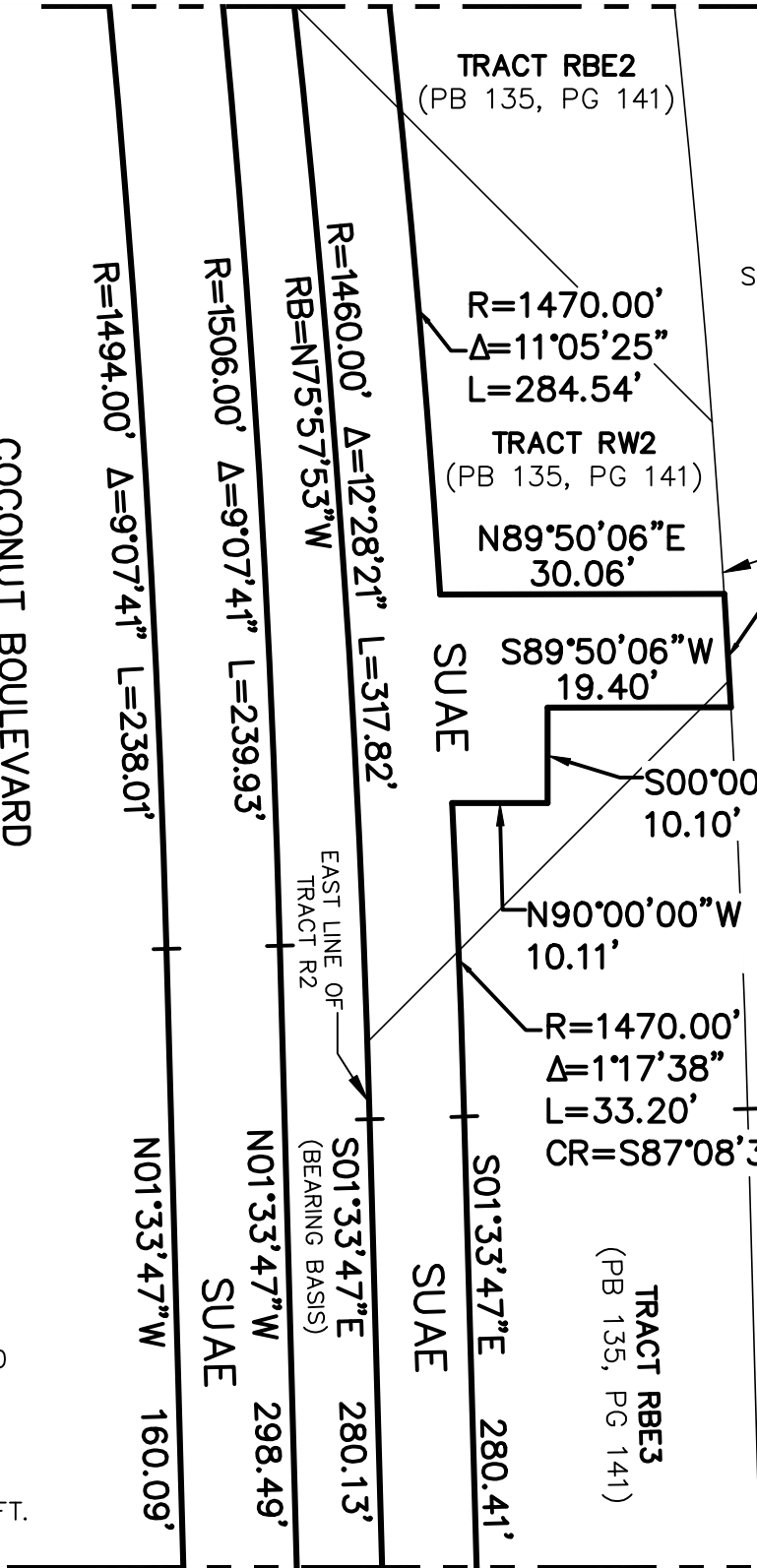


**GRAPHIC SCALE**



( IN FEET )

1 INCH = 20 FT.



SEE SHEET 6

**TRACT A**  
(PB 135, PG 141)

**SHEET 7 OF 10**



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING  
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7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 05/21/2024

DRAWN BY RLF

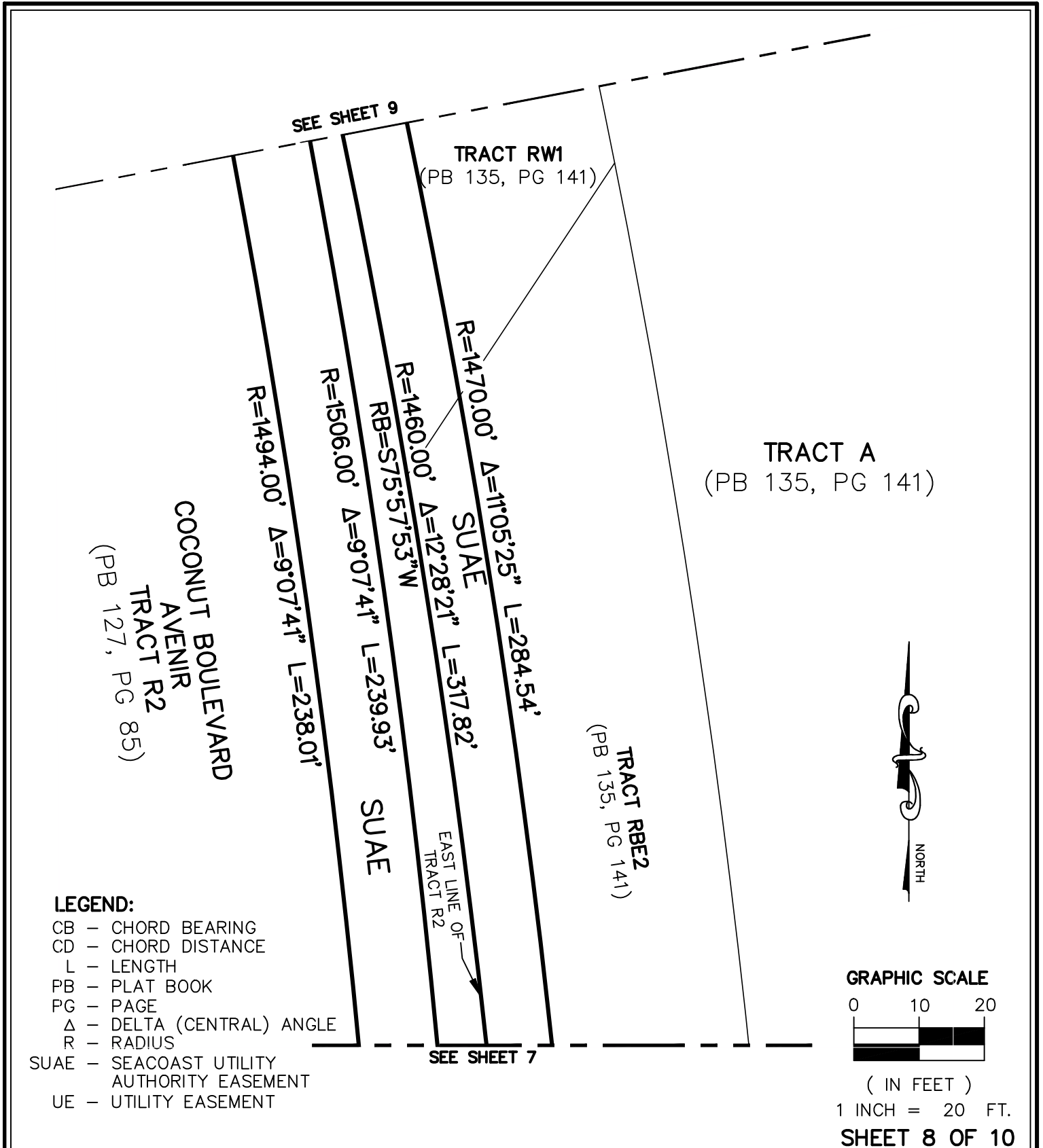
F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**





COCONUT BOULEVARD  
 AVENIR  
 TRACT R2  
 (PB 127, PG 85)

TRACT A  
 (PB 135, PG 141)

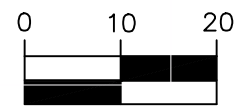
TRACT RBE2  
 (PB 135, PG 141)



**LEGEND:**

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**GRAPHIC SCALE**

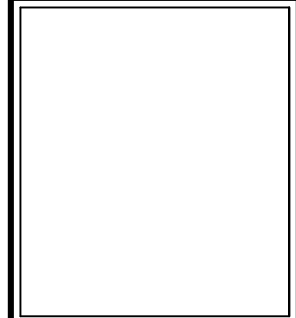


( IN FEET )  
 1 INCH = 20 FT.

**SHEET 8 OF 10**

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
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 7900 GLADES ROAD - SUITE 100  
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 PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR TOWN CENTER  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

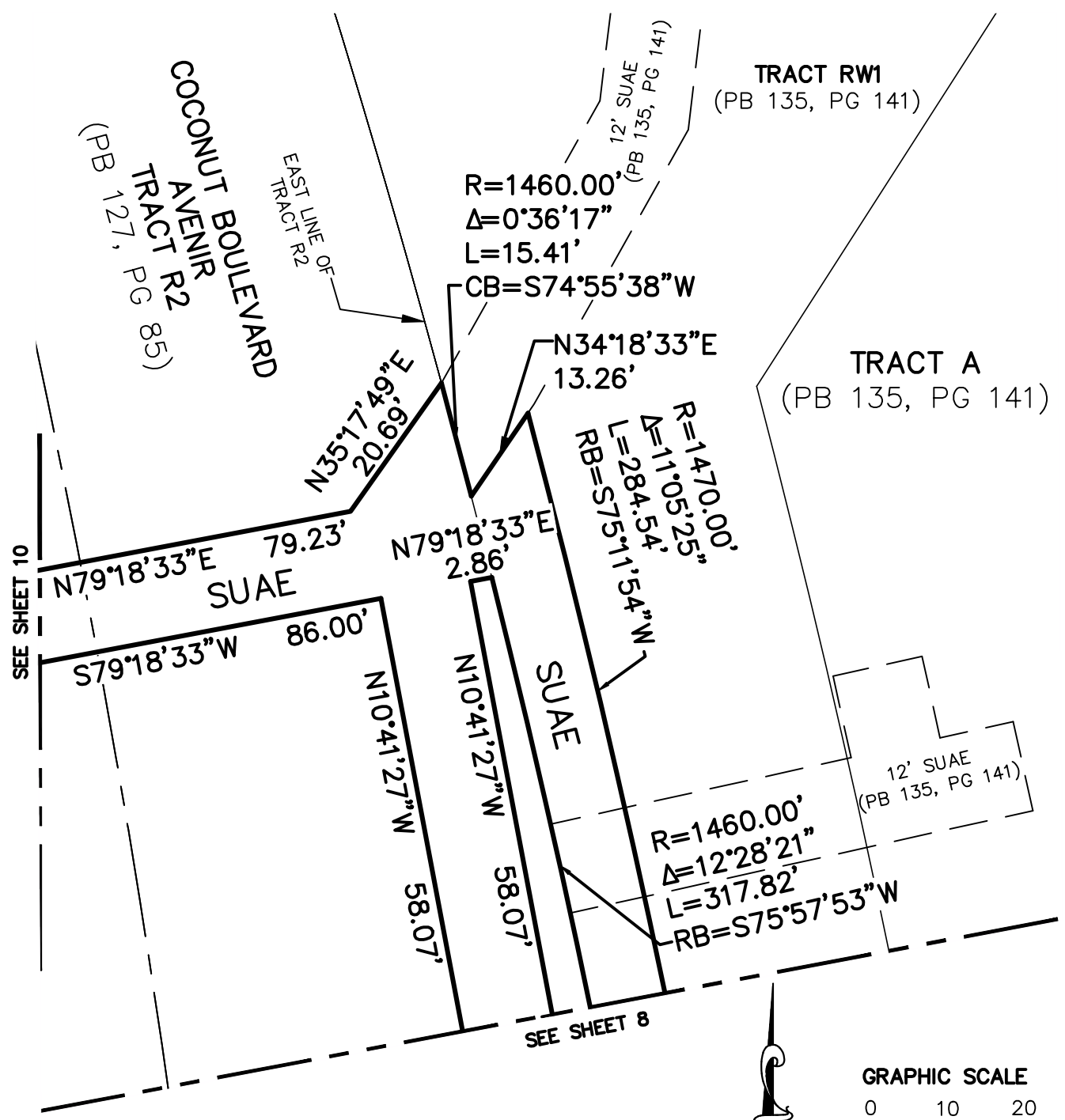


DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

COCONUT BOULEVARD  
 AVENIR  
 TRACT R2  
 (PB 127, PG 85)

TRACT RW1  
 (PB 135, PG 141)

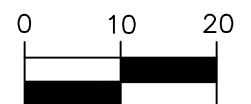
TRACT A  
 (PB 135, PG 141)



**LEGEND:**

- RB - RADIAL BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- $\Delta$  - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**GRAPHIC SCALE**



( IN FEET )  
 1 INCH = 20 FT.

**SHEET 9 OF 10**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR TOWN CENTER  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

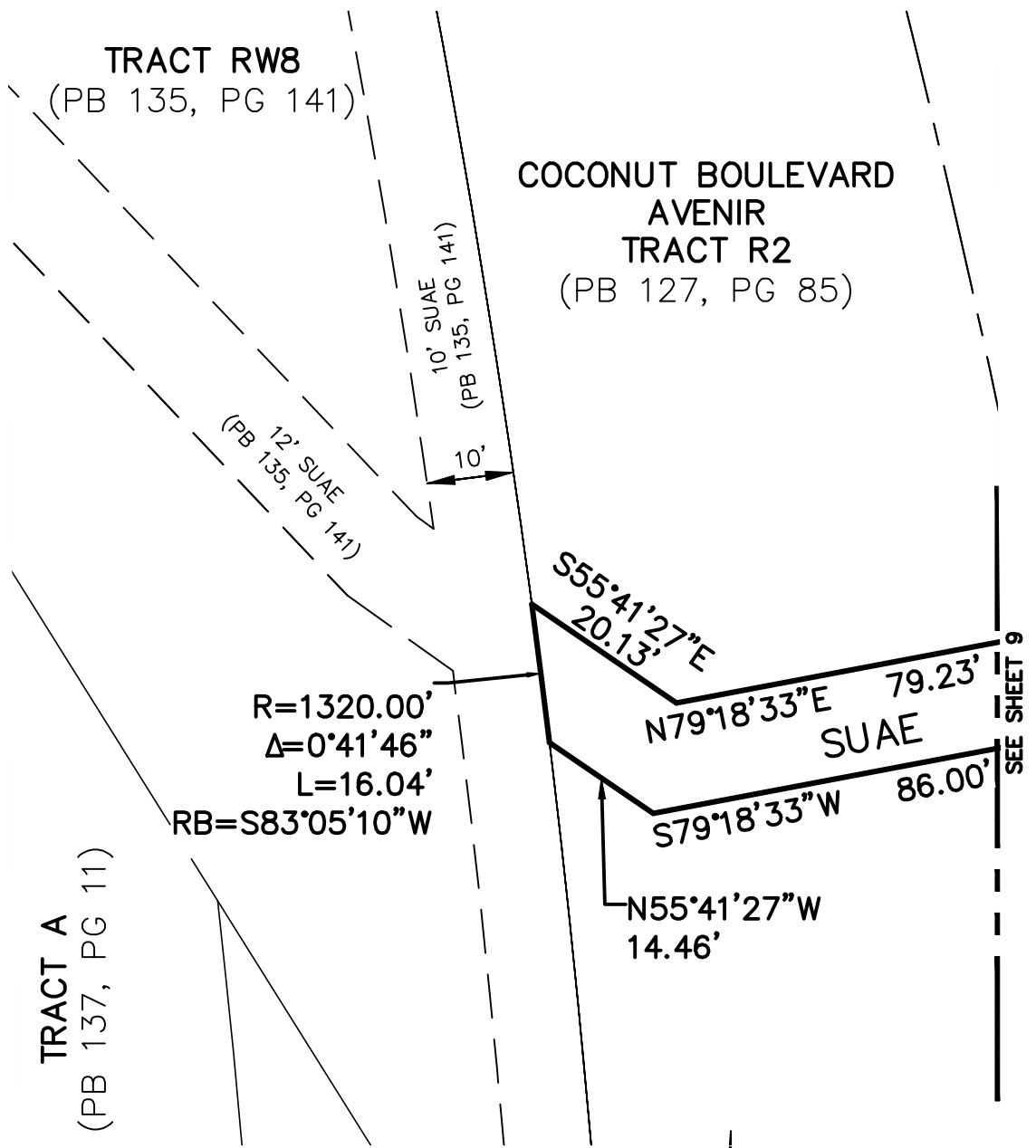
DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**TRACT RW8**

(PB 135, PG 141)

**COCONUT BOULEVARD  
AVENIR  
TRACT R2**

(PB 127, PG 85)



**TRACT A**  
(PB 137, PG 11)

R=1320.00'  
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S55°41'27\"/>

N79°18'33\"/>

S79°18'33\"/>

N55°41'27\"/>

SUAE

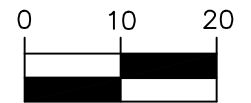
SEE SHEET 9

**LEGEND:**

- RB - RADIAL BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 20 FT.

**SHEET 10 OF 10**



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
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**AVENIR TOWN CENTER  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT R2 COCONUT BOULEVARD, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 86°54'02" EAST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 01°33'47" WEST, A DISTANCE OF 117.53 FEET; THENCE TO THE WEST LINE OF SAID TRACT R2, NORTH 24°03'47" WEST, A DISTANCE OF 33.97 FEET; THENCE ALONG SAID WEST LINE, NORTH 01°33'47" WEST, A DISTANCE OF 26.13 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 24°03'47" EAST, A DISTANCE OF 60.10 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 119.25 FEET; THENCE, SOUTH 86°54'02" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,654 SQUARE FEET, 0.038 ACRES, MORE OR LESS.

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

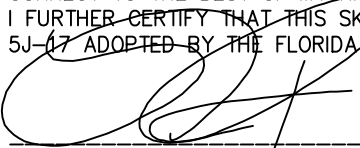
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 01°33'47" WEST ALONG THE WEST LINE OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

SUAE #2

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

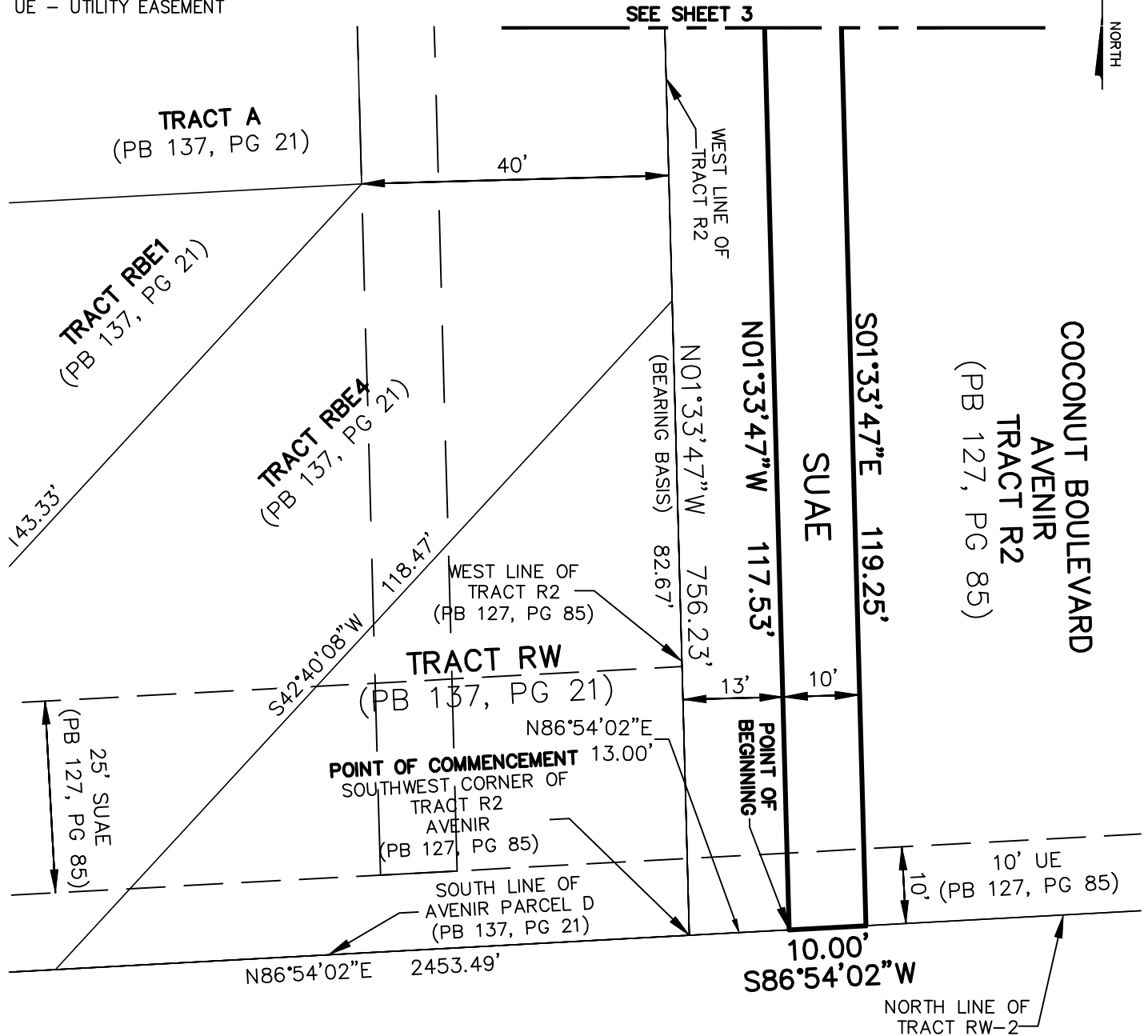
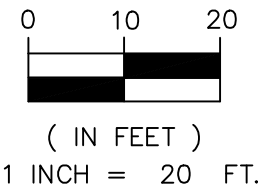
DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TRACT R2  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**

**LEGEND:**

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**GRAPHIC SCALE**



SEE SHEET 3

**SHEET 2 OF 3**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**AVENIR TRACT R2  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

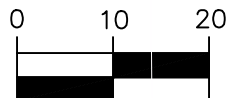


**LEGEND:**

- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

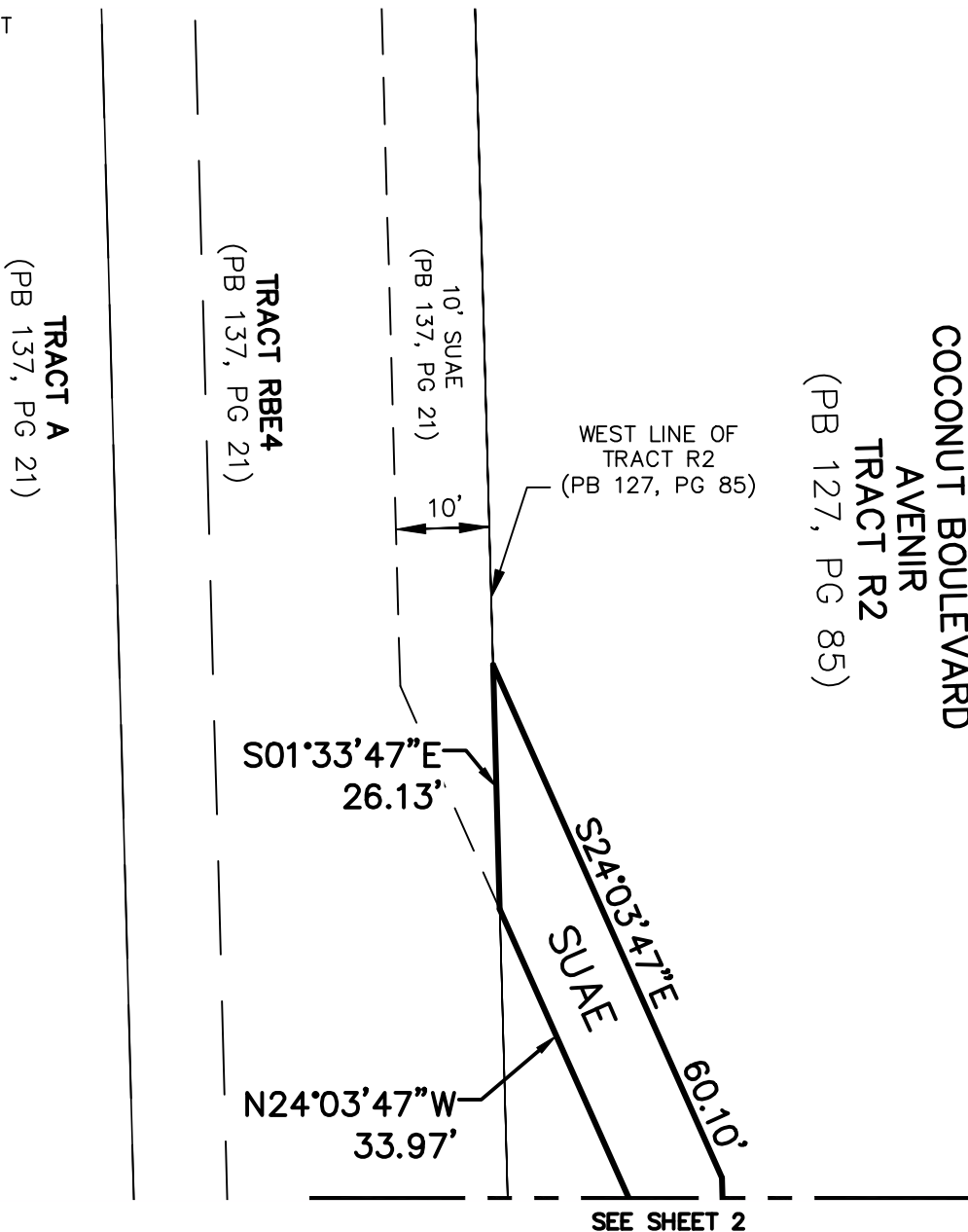


**GRAPHIC SCALE**



( IN FEET )

1 INCH = 20 FT.



**SHEET 3 OF 3**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR TRACT R2**  
**SEACOAST UTILITY AUTHORITY EASEMENT**  
**SKETCH OF DESCRIPTION**

**DESCRIPTION:**

A PORTION OF TRACT RBE4, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT RBE4, NORTH 01°33'47" WEST, A DISTANCE OF 323.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°33'47" WEST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°59'58" EAST, A DISTANCE OF 30.01 FEET; THENCE, SOUTH 01°33'47" EAST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 89°59'58" WEST TO SAID WEST LINE, A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, 0.008 ACRES, MORE OR LESS.

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

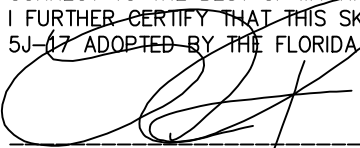
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 01°33'47" WEST ALONG THE WEST LINE OF TRACT RBE4, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

SUAE #3

SHEET 1 OF 2



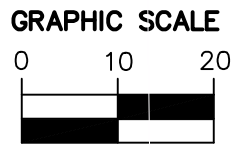
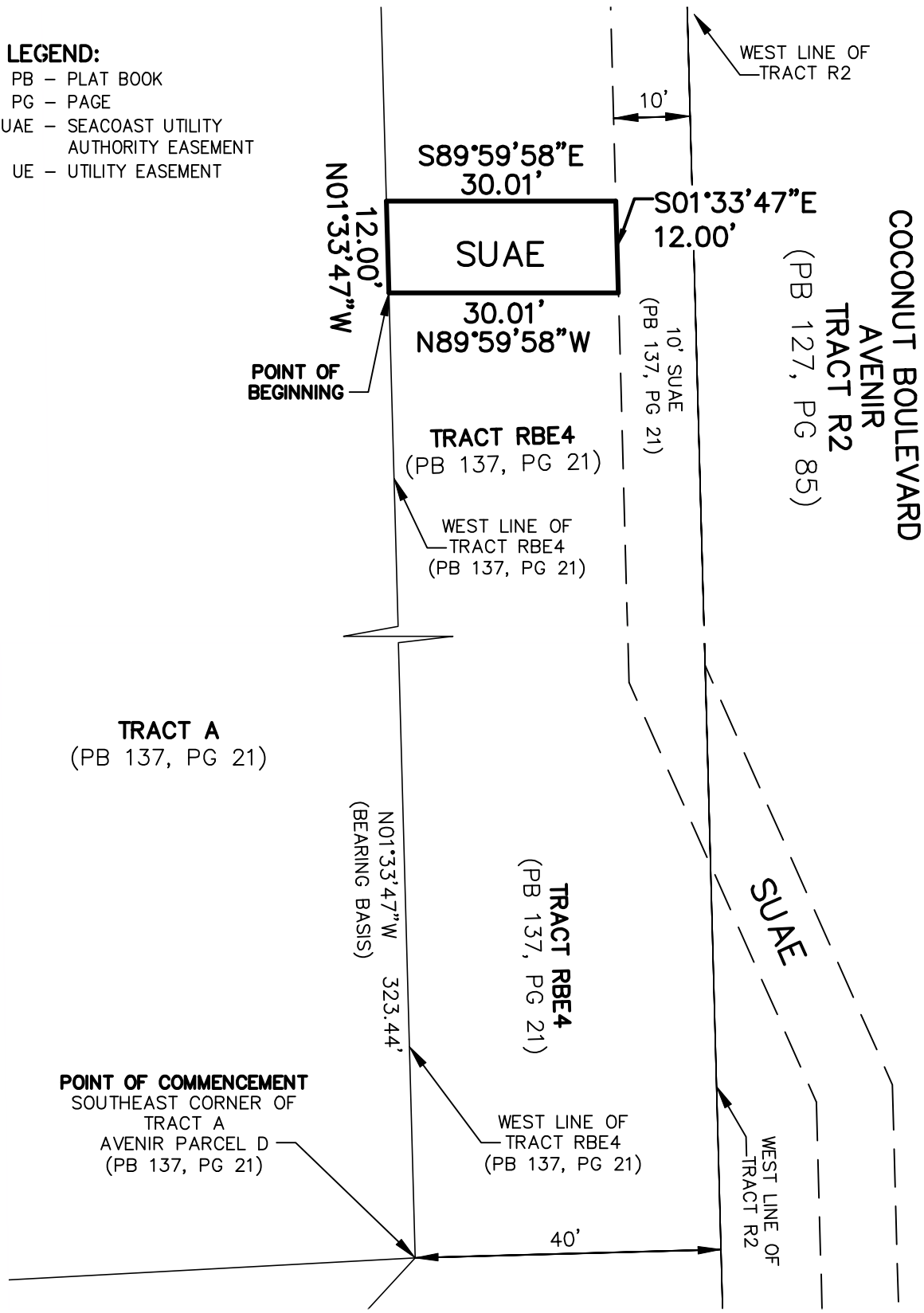
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR PARCEL D, TRACT RBE4  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION

**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



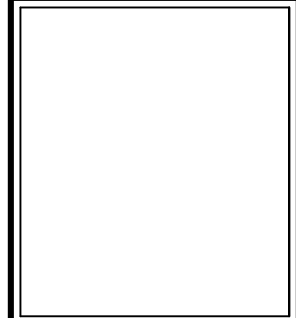
( IN FEET )  
1 INCH = 20 FT.

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR PARCEL D, TRACT RBE4  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**



DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF AVENIR SITE PLAN 1 – POD 3, AS RECORDED IN PLAT BOOK 128, PAGE 41 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 10.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 472.90 FEET; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 24.53 FEET; THENCE, SOUTH 24°28'44" WEST, A DISTANCE OF 8.36 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 24.09 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 62.15 FEET; THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 10.68 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 423.88 FEET; THENCE, SOUTH 69°28'42" WEST, A DISTANCE OF 80.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 69°28'42" EAST, A DISTANCE OF 80.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 125.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,492 SQUARE FEET, 0.172 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 20°31'16" WEST ALONG THE WEST LINE OF PARCEL A-3, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 21, 2024.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-47 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



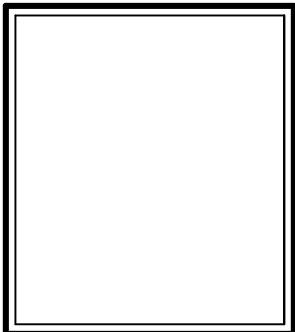
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

SUAE #7

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

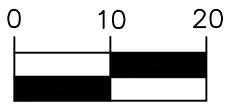


DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

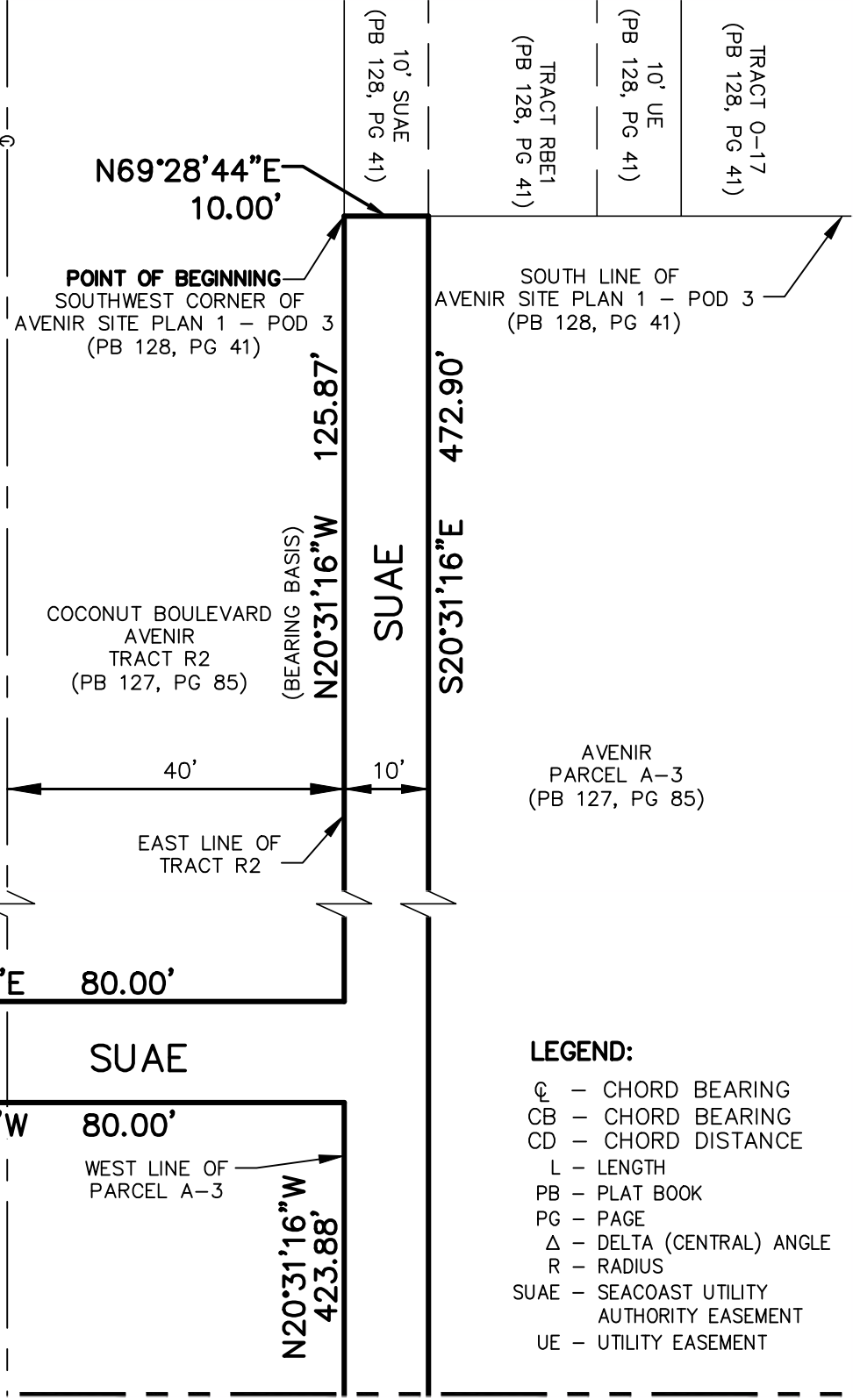
**PARCEL A-3  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 20 FT.



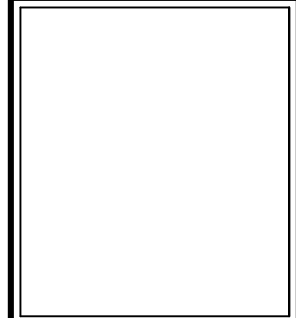
- LEGEND:**
- ☉ - CHORD BEARING
  - CB - CHORD BEARING
  - CD - CHORD DISTANCE
  - L - LENGTH
  - PB - PLAT BOOK
  - PG - PAGE
  - Δ - DELTA (CENTRAL) ANGLE
  - R - RADIUS
  - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
  - UE - UTILITY EASEMENT

SEE SHEET 3

SHEET 2 OF 3

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

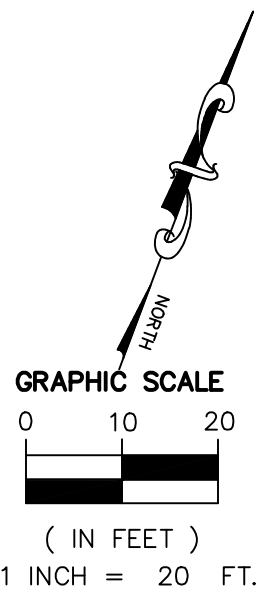
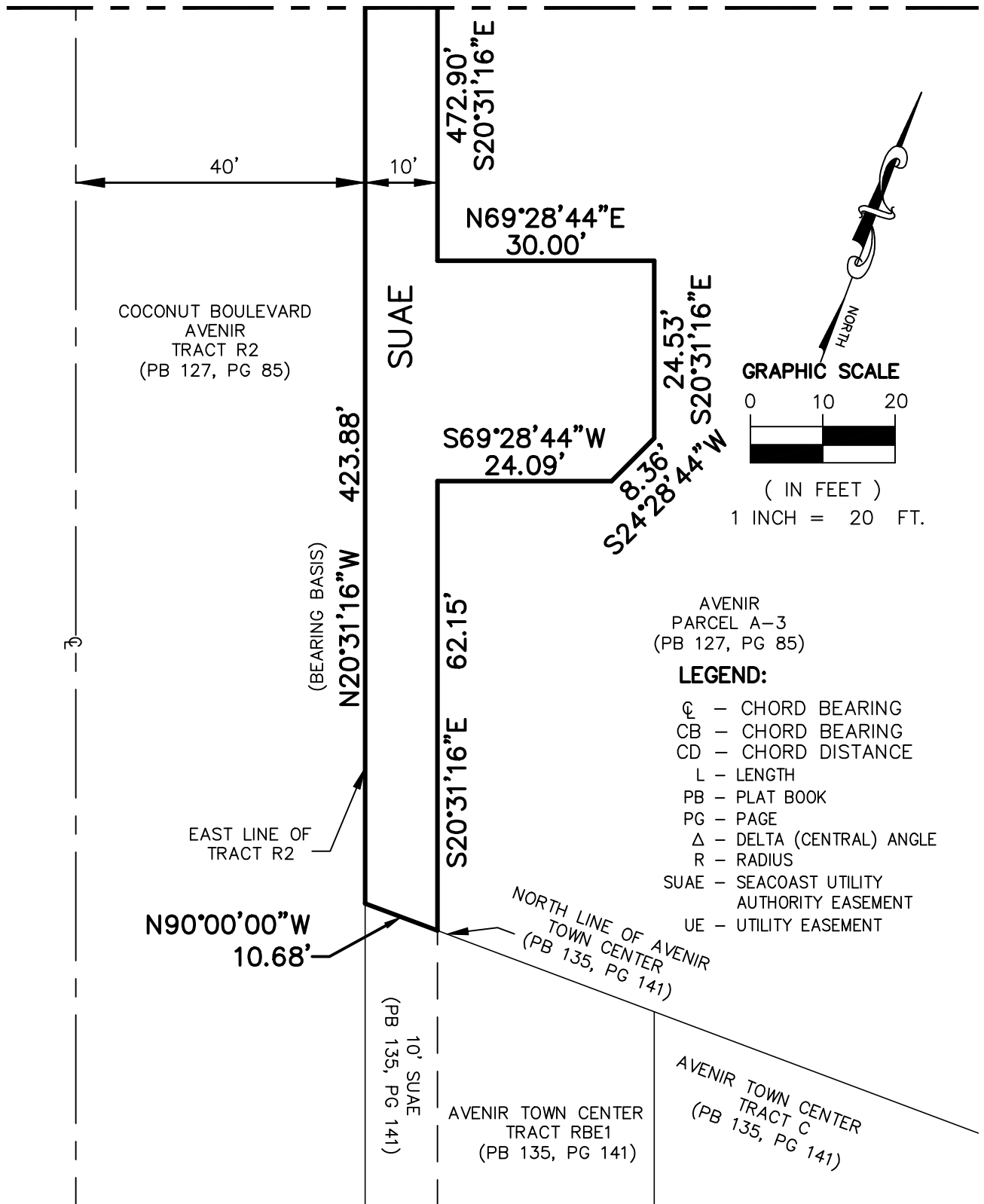
**PARCEL A-3  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**



DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



SEE SHEET 2



AVENIR  
 PARCEL A-3  
 (PB 127, PG 85)

**LEGEND:**

- ⊕ - CHORD BEARING
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - LENGTH
- PB - PLAT BOOK
- PG - PAGE
- Δ - DELTA (CENTRAL) ANGLE
- R - RADIUS
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

N90°00'00"W  
 10.68'

EAST LINE OF  
 TRACT R2

(BEARING BASIS)  
 N20°31'16"W  
 423.88'

10' SUAE  
 (PB 135, PG 141)

AVENIR TOWN CENTER  
 TRACT RBE1  
 (PB 135, PG 141)

NORTH LINE OF AVENIR  
 TOWN CENTER  
 (PB 135, PG 141)

AVENIR TOWN CENTER  
 TRACT C  
 (PB 135, PG 141)

**SHEET 3 OF 3**



CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL A-3  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**DESCRIPTION:**

A PORTION OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT A, SOUTH 20°31'16" EAST, A DISTANCE OF 334.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, NORTH 69°28'42" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 69°28'42" WEST, A DISTANCE OF 5.21 FEET; THENCE, SOUTH 21°46'43" EAST, A DISTANCE OF 11.00 FEET; THENCE, SOUTH 69°28'42" WEST, A DISTANCE OF 12.00 FEET; THENCE, NORTH 21°46'43" WEST, A DISTANCE OF 11.00 FEET; THENCE TO THE SAID EAST LINE, SOUTH 69°28'42" WEST, A DISTANCE OF 12.79 FEET; THENCE ALONG SAID EAST LINE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 492 SQUARE FEET, 0.011 ACRES, MORE OR LESS.

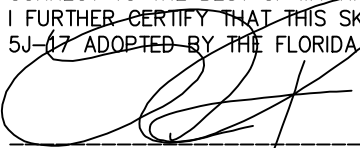
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20°31'16" EAST ALONG THE EAST LINE OF TRACT A, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137 PAGES 21, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
 \_\_\_\_\_  
 RONNIE L. FURNISS, PSM  
 PROFESSIONAL SURVEYOR AND  
 MAPPER #6272  
 STATE OF FLORIDA - LB #3591

SUAE #9

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

AVENIR PARCEL D, TRACT RBE3  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION

AVENIR  
CITY ANNEX TRACT  
(PB 127, PG 85)

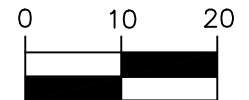
POINT OF COMMENCEMENT  
NORTHEAST CORNER OF  
TRACT A  
AVENIR PARCEL D  
(PB 137, PG 21)

10' UE  
(PB 137, PG 21)

10' SUAE  
(PB 137, PG 21)



GRAPHIC SCALE



( IN FEET )  
1 INCH = 20 FT.

EAST LINE OF  
TRACT A

S20°31'16"E  
(BEARING BASIS)

10' UE  
(PB 137, PG 21)

TRACT RBE3  
(PB 137, PG 21)

10' SUAE  
(PB 137, PG 21)

WEST LINE OF  
TRACT R2

COCOONUT BOULEVARD  
AVENIR  
TRACT R2  
(PB 127, PG 85)

TRACT A  
(PB 137, PG 21)

N69°28'42"E  
30.00'

S20°31'16"E  
12.00'

POINT OF  
BEGINNING

SUAE

S69°28'42"W  
5.21'

N20°31'16"W  
12.00'

S69°28'42"W  
12.79'

N21°46'43"W  
11.00'

S69°28'42"W  
12.00'

S21°46'43"E  
11.00'

**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY  
AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

AVENIR PARCEL D, TRACT RBE3  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION

**DESCRIPTION:**

A PORTION OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT RBE3, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT RBE3, SOUTH 20°31'16" EAST, A DISTANCE OF 140.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, NORTH 69°28'44" EAST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 30.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, 0.008 ACRES, MORE OR LESS.

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

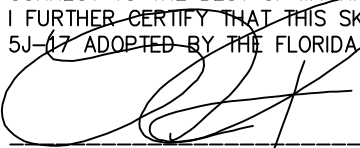
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20°31'16" EAST ALONG THE EAST LINE OF CITY ANNEX TRACT, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2023.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
 \_\_\_\_\_  
 RONNIE L. FURNISS, PSM  
 PROFESSIONAL SURVEYOR AND  
 MAPPER #6272  
 STATE OF FLORIDA - LB #3591

SUAE #11

SHEET 1 OF 2



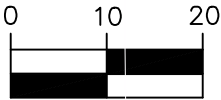
CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**AVENIR PARCEL D, TRACT RBE3  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**

DATE	05/16/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

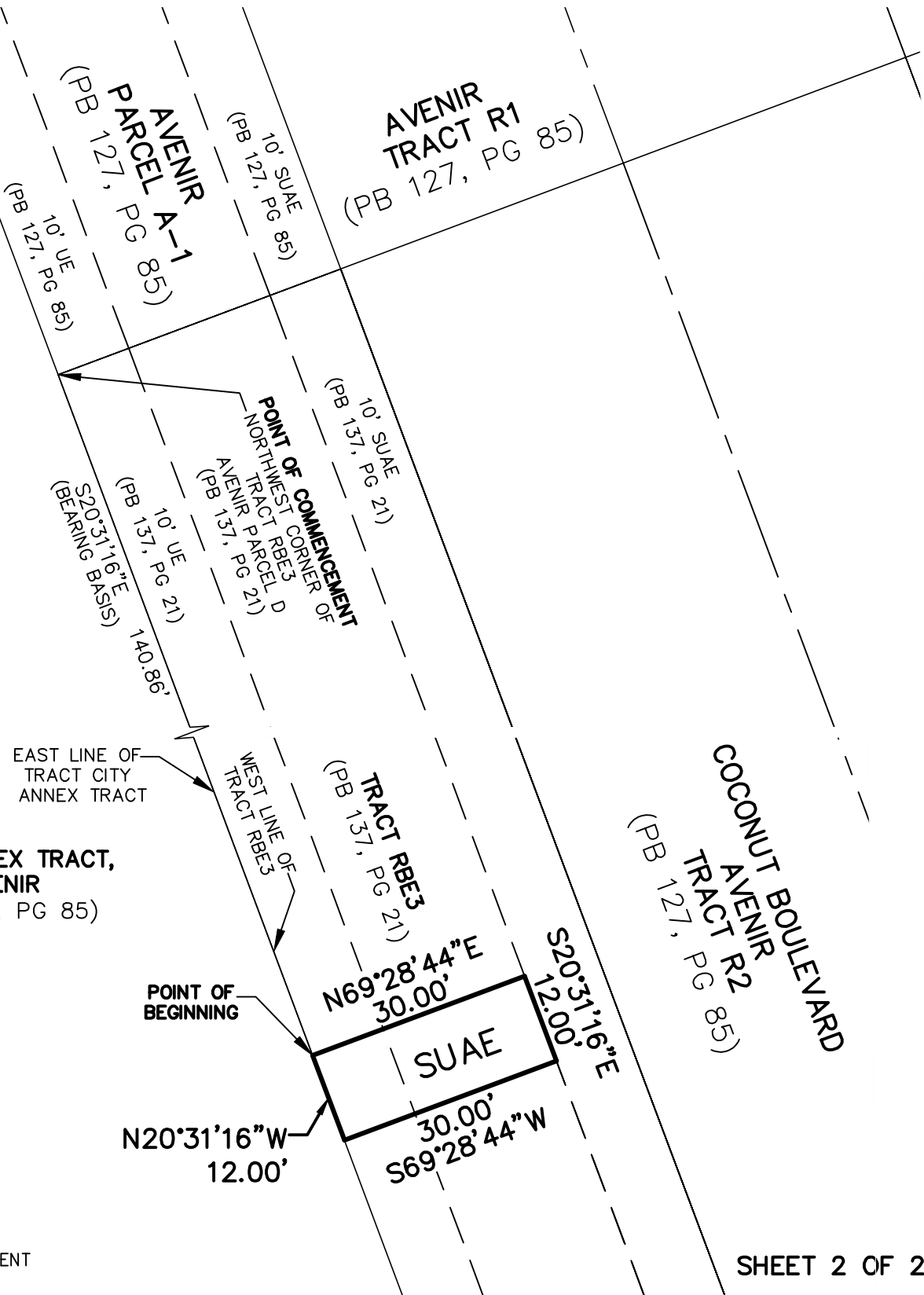


**GRAPHIC SCALE**



( IN FEET )

1 INCH = 20 FT.



**CITY ANNEX TRACT,  
AVENIR**  
(PB 127, PG 85)

**LEGEND:**

- PB - PLAT BOOK
- PG - PAGE
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 05/16/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**AVENIR PARCEL D, TRACT RBE3  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**



**DESCRIPTION:**

A PORTION OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT R2, SOUTH 20°31'16" EAST, A DISTANCE OF 140.86 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 69°28'44" EAST, A DISTANCE OF 80.00 FEET; THENCH, SOUTH 20°31'16" EAST, A DISTANCE OF 12.00 FEET; THENCE, SOUTH 69°28'44" WEST, A DISTANCE OF 80.00 FEET; THENCE, NORTH 20°31'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 960 SQUARE FEET, 0.022 ACRES, MORE OR LESS.

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

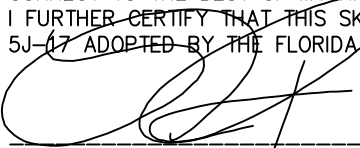
**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 20°31'16" EAST ALONG THE WEST LINE OF TRACT R2, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 21, 2024.

I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM  
 PROFESSIONAL SURVEYOR AND  
 MAPPER #6272  
 STATE OF FLORIDA - LB #3591

SUAE #14

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**TRACT RW2, AVENIR  
 SEACOAST UTILITY AUTHORITY EASEMENT  
 SKETCH OF DESCRIPTION**



AVENIR TRACT R1  
(PB 127, PG 85)

COCONUT BOULEVARD  
AVENIR TRACT R2  
(PB 127, PG 85)

TRACT RBE1  
(PB 128, PG 41)

TRACT RBE3  
(PB 137, PG 21)

POINT OF COMMENCEMENT  
NORTHWEST CORNER OF  
TRACT R2  
AVENIR TRACT R2  
(PB 127, PG 85)

POINT OF BEGINNING

EAST LINE OF  
TRACT R2

WEST LINE OF  
TRACT R2

(BEARING BASIS)  
S20°31'16"E  
140.86'  
10' S.U.A.E.  
(PB 137, PG 21)

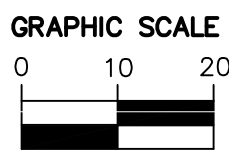
N20°31'16"W  
12.00'

N69°28'44"E 80.00'  
SUA.E.  
S69°28'44"W 80.00'

S20°31'16"E  
12.00'

10' S.U.A.E.  
(PB 128, PG 41)

**LEGEND:**  
PB - PLAT BOOK  
PG - PAGE  
SUA.E - SEACOAST UTILITY  
AUTHORITY EASEMENT  
UE - UTILITY EASEMENT



( IN FEET )  
1 INCH = 20 FT.

**SHEET 2 OF 2**



CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	05/21/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

**TRACT RW2, AVENIR  
SEACOAST UTILITY AUTHORITY EASEMENT  
SKETCH OF DESCRIPTION**

Prepared by and Return to:  
Right of Way Section  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406  
Project: C-18  
Tract No.: CN100-028

## PERPETUAL ACCESS ROAD AND MAINTENANCE EASEMENT

THIS PERPETUAL ACCESS ROAD AND MAINTENANCE EASEMENT is made this \_\_\_\_\_ day of 2024, by **Avenir Development, LLC, a Florida limited liability corporation**, whose mailing address is \_\_\_\_\_, Florida, 3\_\_\_\_, hereinafter referred to as "Grantor", in favor of the **South Florida Water Management District**, a government entity created and existing under Chapter 373, Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406, and its successors and assigns, hereinafter referred to as "Grantee".

### WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, a perpetual, non-exclusive access road and maintenance easement ("**Easement**") over, across, through, and with respect to, the real property located in Palm Beach County, described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "**Easement Parcel**".

This Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, unrestricted vehicular and pedestrian access, ingress and egress, and maintenance purposes, over, across, through, and with respect to, the Easement Parcel, including, but not limited to, the right to move, transport, store, operate, and stage equipment, materials and supplies, for construction, operation, effectuation or maintenance of any project in the interest of flood control, reclamation, conservation, water storage, water management, public recreation, and allied purposes, now or that may hereafter be conducted by Grantee, or to carry out the purposes and intents of the Statutes of the State of Florida relating to the South Florida Water Management District presently existing or that may be enacted in the future pertaining thereto, including, but not limited to, utilization of the Easement Parcel for access to and maintenance of Grantee's C-18 Canal Right of Way.

This Easement shall at no time be obstructed by any object which would prohibit access, ingress, or egress, to and from any lands owned, controlled, or used by Grantee or in any manner, interfere with the purposes of this Easement. Grantee shall have the right, but not the obligation, to improve the Easement Parcel as determined by Grantee in order to ensure the full enjoyment of the rights granted and conveyed by this Easement. Grantee shall have no obligation with respect to maintenance of the Easement Parcel.

All terms, conditions and provisions of this Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Easement Parcel in fee simple; that it has good and lawful authority to convey this Easement; and that it hereby fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Avenir Development, LLC, a Florida limited liability company has caused this Access Road and Maintenance Easement to be signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

Avenir Development, LLC, a Florida limited liability  
company

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Avenir Development, LLC, a Florida limited liability company, on behalf of the company.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Personally Known **OR**  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**DESCRIPTION:**

A PORTION OF CONSERVATION AREA TRACT C-1 OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PLAT OF AVENIR, SOUTH 53°39'56" EAST, A DISTANCE OF 68.24 FEET THE INTERSECTION OF THE EAST LINE OF THE SFWMD PERPETUAL CANAL RIGHT-OF-WAY EASEMENT RECORDED IN THE PALM BEACH COUNTY, STATE OF FLORIDA, PUBLIC RECORDS OFFICIAL RECORDS BOOK 29598, PAGE 930, THENCE ALONG SAID EAST LINE, SOUTH 55°54'00" WEST, A DISTANCE OF 153.99 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 53°40'44" EAST, A DISTANCE OF 1030.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 59' 12", HAVING A RADIUS OF 80.00 FEET, HAVING AN ARC DISTANCE OF 125.64 FEET; THENCE, SOUTH 36°20'04" WEST, A DISTANCE OF 159.99 FEET BEING A POINT ON A CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 53°39'56" WEST, A RADIAL DISTANCE OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°00'48", A DISTANCE OF 78.55 FEET; THENCE, NORTH 53°40'44" WEST, A DISTANCE OF 815.44 FEET BEING A POINT ON A CURVE OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 47°33'36", A DISTANCE OF 47.31 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 42°50'21"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 20.94 FEET; THENCE, NORTH 58°24'00" WEST, A DISTANCE OF 179.98 FEET BEING A POINT ON A CURVE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 65°42'00", A DISTANCE OF 57.33 FEET TO THE INTERSECTION OF SAID EAST LINE OF THE SFWMD PERPETUAL CANAL RIGHT-OF-WAY EASEMENT; THENCE ALONG SAID EAST LINE, NORTH 55°54'00" EAST, A DISTANCE OF 111.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,578 SQUARE FEET, 1.00 ACRES, MORE OR LESS.

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

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 53°39'56" EAST ALONG THE NORTH LINE OF THE PLAT OF AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.


**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 5, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

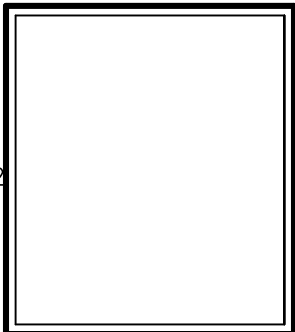


RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #6272  
STATE OF FLORIDA - LB #3591

**SHEET 1 OF 3**



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	06/05/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955

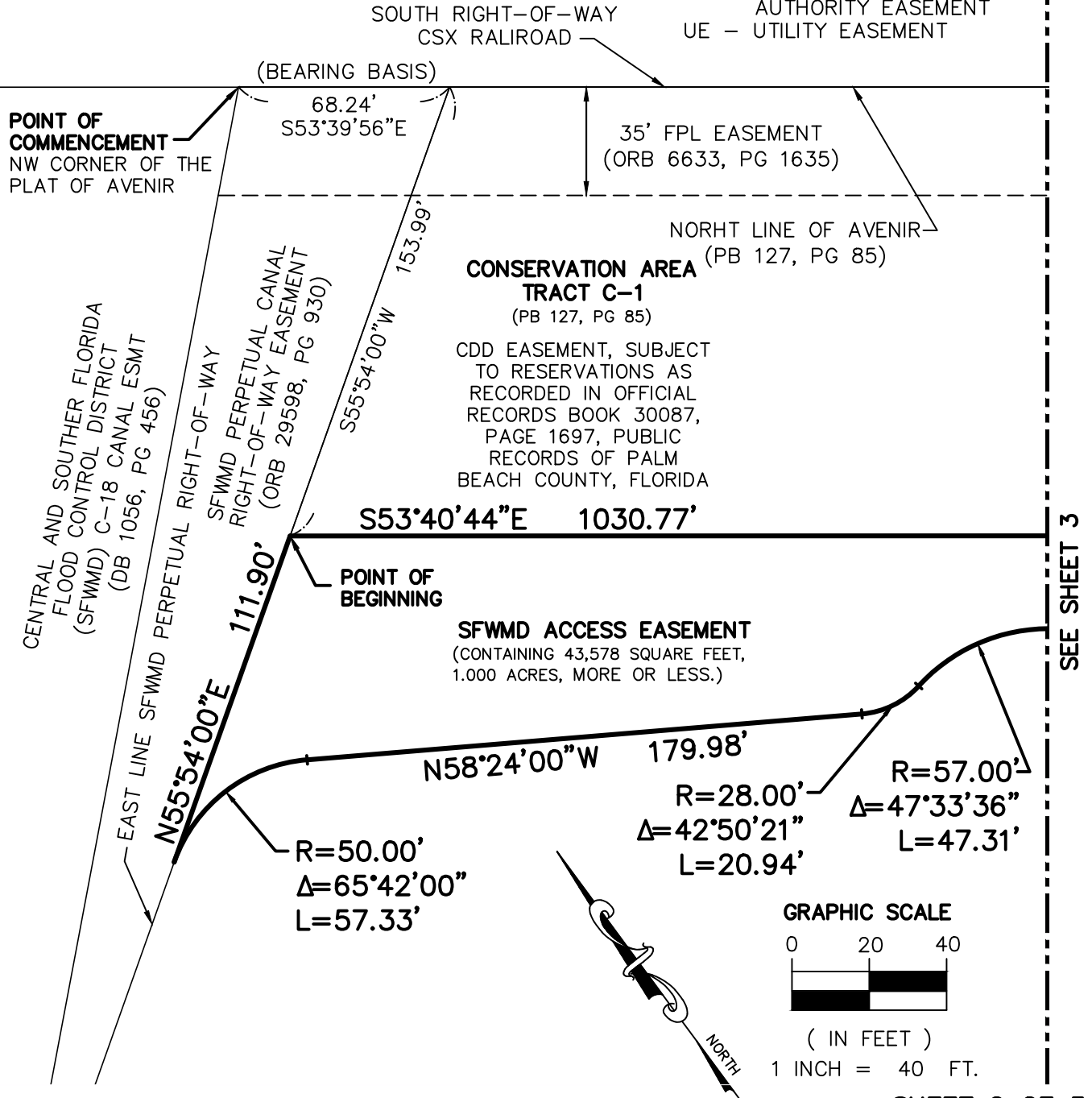
**COCONUT BOULEVARD  
SFWMD ACCESS EASEMENT  
SKETCH OF DESCRIPTION**



# SEABAORD AIR LINE RAILROAD CSX RALIROAD (RIGHT-OF-WAY)

## LEGEND:

- DB - DEED BOOK
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- SFWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT



SHEET 2 OF 3



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**COCONUT BOULEVARD  
SFWMD ACCESS EASEMENT  
SKETCH OF DESCRIPTION**

DATE 06/05/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**LEGEND:**

- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- RB - RADIAL BEARING
- SFWM - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT

**SEABAORD AIR LINE RAILROAD  
CSX RALIROAD  
(RIGHT-OF-WAY)**

SEE SHEET 2

SOUTH RIGHT-OF-WAY  
CSX RALIROAD

35' FPL EASEMENT  
(ORB 6633, PG 1635)

NORHT LINE OF AVENIR  
(PB 127, PG 85)

R=80.00'  
Δ=89°59'12"  
L=125.64'

S53°40'44"E 1030.77'

**SFWM ACCESS EASEMENT**  
(CONTAINING 43,578 SQUARE FEET,  
1.000 ACRES, MORE OR LESS.)

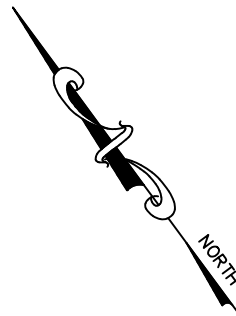
N53°40'44"W 815.44'

R=50.00'  
Δ=90°00'48"  
L=78.55'  
RB=N53°39'56"W

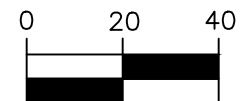
159.99'  
S36°20'04"W

**CONSERVATION AREA  
TRACT C-1**  
(PB 127, PG 85)

CDD EASEMENT, SUBJECT  
TO RESERVATIONS AS  
RECORDED IN OFFICIAL  
RECORDS BOOK 30087,  
PAGE 1697, PUBLIC  
RECORDS OF PALM  
BEACH COUNTY, FLORIDA



**GRAPHIC SCALE**



( IN FEET )  
1 INCH = 40 FT.

**SHEET 3 OF 3**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 06/05/2024

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7955

**COCONUT BOULEVARD  
SFWM ACCESS EASEMENT  
SKETCH OF DESCRIPTION**



## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 01 day of May, 2024 by and between AVENIR COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

### WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Avenir – Town Center Irrigation located in Palm Beach Gardens/Palm Beach.  
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$46,298.23 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$220.83 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$46,077.40.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase (commercial) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.



7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
  - c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
  - d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
  - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
  - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
  - g) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. FPL shall:
  - a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
  - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
  - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

Victoria Suarez      06/24/24  
For FPL (Date)

Accepted:

Thyane Cepede      6/25/2024  
Customer (Date)

\_\_\_\_\_  
Witness (Date)

\_\_\_\_\_  
Witness (Date)





FPL

# NOTIFICATION OF FPL FACILITIES

Customer/Agency Avenir Community Development District  
 Developer/Contractor Name Ballbé & Associates, Inc.  
 Location of Project Coconut Blvd  
 FPL Representative Victoria Suarez  
 Developer/Contractor Representative Carlos Ballbé

Date of Meeting/Contact: 05/01/24  
 Project Number/Name: Avenir Town Center Irrigation  
 City: Palm Beach Gardens  
 Phone: 561-301-5124  
 FPL Work Request #/Work Order #: 13100217

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 ("NEC") 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 NEC 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):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (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.

E-Mail

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

Victoria Suarez  
 FPL Representative Signature  
Carlos Ballbé  
 Customer/Developer/Contractor Representative Signature

carlos@baeng.us

Address

05/02/24  
 Date  
6/25/24  
 Date



## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statute (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR - AS RECORDED IN PLAT BOOK 127, PAGES 85-109, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

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

By: 

Print Name: Virginia Cepero  
Title: Chairperson

STATE OF FLORIDA :  
: ss:  
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of June, 2024, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is  personally known to me or  has produced as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 28<sup>th</sup> day of June, 2024



Michele Ray  
Notary Public  
Print Name: Michele Ray  
State of Florida  
My Commission No: HH 521676  
My Commission expires: 07-22-2028

Project Name: Avenir Spine Road Phase Three

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
2,479	DIP CL51	12"	LF	\$76.19	\$188,875.01
1,140	DIP CL51	8"	LF	\$49.71	\$56,669.40
81	DIP CL51	6"	LF	\$48.14	\$3,899.34
<b>Fire Hydrant Assembly (3)</b>					
Quantity (1)	Make	Unit Price (2)		Extended Price	
5	AMERICAN FLOW CONTROL	\$4,220.36		\$21,101.80	
<b>Back Flow Devices</b>					
	Manual Flushing Station		Manual Flushing Station		
Make	Wilkins		Wilkins		
Size	1"		1"		
Model	975 XL2		975 XL2		
Serial	ABX2001		ABV8808		
Price (2)	\$2,205.00		\$2,205.00		
Bldg Served	Sample Point #2		Sample Point #4		
Make	Wilkins		Wilkins		
Size	1"		1"		
Model	975 XL2		975 XL2		
Serial	ABV1155		ABX2036		
Price (2)	\$2,205.00		\$2,205.00		
Bldg Served	Sample Point #6		Sample Point #9		
Make	Wilkins				
Size	1"				
Model	975 XL2				
Serial	ABX2026				
Price (2)	\$2,205.00				
Bldg Served	Sample Point #10				

(1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).

(2) Unit prices shall include all material and labor as installed

(3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Spine Road Phase Three

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
637	DR18 C900 PVC	8"	LF		\$73.40	\$46,755.80
<b>Manholes</b>						
6	AGRU	4'	EA		\$14,366.30	\$86,197.80
1	ARV	4'	EA		\$3,314.64	\$3,314.64
<b>Force Main</b>						
1755	DR14 C900 PVC	6"	LF		\$34.29	\$60,178.95
<b>Lift Station Complete</b>						
1	AGRU	8'	EA		\$380,526.00	\$380,526.00
<b>Fiber Optic Conduit</b>						
2850	SDR13.5 HDPE	2"	LF		\$5.33	\$15,190.50

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.



*Monthly Managers Report  
July 1, 2024*

*Date of Report: 6/24/2024*

*Submitted by: Richard Salvatore*

- **Completed Tasks**
  - Last month's approved flower rotation has been completed.
  - The approved hedgerow trimming on the back of the pool deck is completed.
  - The previously approved "Mr. Sparky" contract has been signed by the vendor and the plans have been submitted for permitting.
  -
- **Ongoing Tasks**
  - 2024 Handbook Revisions are underway, to be finalized and proposed soon.
  - Contracting/Scheduling of the gate install for the tennis access control project is underway.
- **Future Items**
  - Working with Cintas to have "Avenir" Emblemized entry rugs are designed, proofs to be provided and brought for approval once received
  - Options to transition to electronic waivers/registrations (similar to a Dr's office) are being explored to lower office supply cost.





- *Proposals for consideration*
  - *Madjool Palm Trimming – CPM - \$850*



Complete Property Maintenance  
 4101 Vinkemulder Rd Coconut Creek, FL 33073  
 954-973-3333

**ESTIMATE** 3966

**CUSTOMER INFO:**

**NAME** Avenir Master  
**ADDRESS**  
**CITY, STATE, ZIP**  
**PHONE**  
**EMAIL** rsalvatore@avenircdd.org jorodriguez@vestapropertyservices.com

**JOB INFO:**

**REP:** Oscar Lema  
**CLASS** TREE  
**OFFICE REP:** Claudia  
**ESTIMATE DATE** 06-13-2024  
**JOB DESCRIPTION**  
 Clubhouse Avenir:  
 Trim Madjool palms and seeds removal  
**PHOTOS OF JOB AREA**

**ITEMS:**

NAME	QUANTITY	PRICE	SUBTOTAL
Trim Madjool palms	10.00	85.00	850.00

**TOTAL:** 850.00



*Lifestyle Directors Report*

*Date of Report: 6/24/2024*

*Submitted by: Patrice Chiamonte*

**Completed Events:**

**Friday, May 17<sup>th</sup>: Food Truck Friday**



Best Pizza Heaven Food Truck provided excellent customer service to Avenir, for “Food Truck Friday.” Residents purchased their own pizzas and enjoyed the clubhouse outdoor seating areas for their evening dinner.

**Saturday, May 25<sup>th</sup>: Memorial Day Pool Party**



The Avenir Memorial Day Pool Party was a great family fun day! Residents enjoyed live DJ entertainment, Ice cream truck, and Good Day’s Pizza for purchase!



**Saturday, June 8<sup>th</sup>: Father’s Day Pool Party**

The Father’s Day Pool Party featured A Cutlet Above food truck, where residents could enjoy a bite to eat poolside, for purchase. Vendors included: Champion Golf Carts, and Patio Emporium. Lastly, there was a Father’s Day Craft for kids!



***Completed Events (cont.):***

***Friday, June 21st : Summer Kickoff Movie Night:***

Avenir patrons were invited to kick off summer with a private screening of “Arthur The King”, starring Mark Wahlberg. “A Cutlet Above” food truck was available for dinner and refreshments from 6PM – 8:30 PM, and the movie started at 8PM!

***Summer Events:***

**Saturday June 29<sup>th</sup>** : Independence Day Celebration BBQ Pool Party ( G;s BBQ, Ice Rolls)

**Saturday July 6<sup>th</sup>** : Food Truck, Poolside ( Meat in the Middle)

**Saturday July 13<sup>th</sup>** : Food Truck, Poolside ( Le Coin a Crepe)

**Friday July 19<sup>th</sup>** : Paint and Sip ( Viral Tik Tok Challenge)

**Saturday July 20<sup>th</sup>** : Firepit Festival, Food Trucks ( 681 Seafood, Vendors )

**Friday August 16<sup>th</sup>** : Food Truck Friday- G’s Hibachi

**Saturday August 16<sup>th</sup>** : Labor Day Tiki Tangle Pool Party ( Meat in the Middle, Steele Drum band)



## *Field Operations Manager Report*

*Date Submitted: 6/24/24*

*Submitted by: Jorge Rodriguez*

### **Completed Tasks**

- All amenity sidewalks and curbs have been pressure washed.
- The pool deck has been completely pressure-washed.
- East and west pavilions have been pressure washed.
- All A/C unit's drain lines have been cleaned and treated.
- All A/C unit filters have been replaced.
- All tennis court screens have been reinstalled back on the fences after the recent storms.

### **Weekly Projects**

- All garbage cans outside the clubhouse, within tennis and pickleball courts, and down Avenir Drive and Northlake Blvd are emptied and cleaned as needed.
- All exterior light fixtures are inspected nightly, and Interior lights are inspected daily.
- The 6 Clay Tennis Courts are raked and rolled thrice weekly. (Mon, Wed, Fri)
- All 8 hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- All Clubhouse grounds, including parking lots, sidewalks, pool deck, playgrounds, etc., are blown daily.
- The playgrounds are being pressure washed weekly. All the equipment safety checked and tightened.
- All pools, splash pad, spa, and fountains are maintained daily to FL DoH standards.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

### **Current and Ongoing Project**

- All clubhouse rugs are currently being shampooed and deep cleaned for stain and marking removal.
- Interior touch-up paints are ongoing throughout the clubhouse to restore the original aesthetic.

