



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 22, 2024
12:30 P.M.**

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

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
REGULAR BOARD MEETING & PUBLIC HEARING
August 22, 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. July 1, 2024 Regular Board Meeting Minutes
- G. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
 - 3. Consider Resolution No. 2024-10 – Adopting Fiscal Year 2024/2025 Final Budget
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2024-11 – Adopting Fiscal Year 2024/2025 Meeting Schedule
 - 2. Consider Resolution No. 2024-12 – Adopting Goals and Objectives
 - 3. Consider Approval of SUA Western Service Area Model Development and Fire Flow Analysis Scope of Services and Corresponding Consulting Services Agreement
 - 4. Consider Approval of Land Swap Agreement and Corresponding Engineer’s Report
 - 5. Consider Approval of PBGPD License Plate Reader Request and Flock Safety Property Agreement
 - 6. Consider Ratification of Execution of Avenir Charter School Plat
 - 7. Consider Approval of SPF Underground Agreement (Bypass Road)
 - 8. Consider Approval of Annual Engineer’s Report
 - 9. Discussion Regarding Basketball Court
 - 10. Legislative Update
- J. Change Orders
 - 1. Consider Approval of Latite Roofing Additional Work Authorization (\$16,396)
 - 2. Consider Approval of Hawkins Construction CO No 001 (\$177,972.80)
 - 3. Consider Approval of Hawkins Construction CO No 002 (\$54,193.19)
 - 4. Consider Approval of Hawkins Construction CO No 003 (\$17,484.48)
 - 5. Consider Approval of Hawkins Construction CO No 004 (\$89,166.86)
 - 6. Consider Approval of Hawkins Construction CO No 005 (\$79,985.50)
 - 7. Consider Approval of Hawkins Construction CO No 007 (\$34,148.09)

8. Consider Approval of Hawkins Construction CO No 008 (\$10,986.92)
9. Consider Approval of Hawkins Construction CO No 009 (\$11,084.63)
10. Consider Approval of Hawkins Construction CO No 010 (\$1,105,079.95)
11. Consider Approval of SPF Underground CO No 3 (\$13,280.80)

K. Clubhouse

1. Clubhouse Management Update
2. Discussion Regarding Proposed Club Fee Schedule for FY 2024/2025

L. Administrative Matters

M. Board Member Comments

N. Adjourn

PALM BEACH

STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT WILL HOLD REGULAR BOARD MEETINGS AT THE OFFICES OF SPECIAL, ETC.

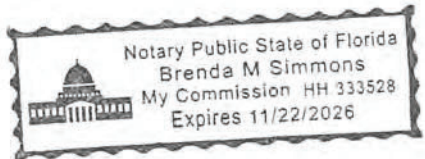
in the XXXX Court, was published in a newspaper by print in the issues of Palm Beach Daily Business Review f/k/a Palm Beach Review on

10/13/2023

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

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

Brenda M. Simmons
(SEAL)
ANGELINA GARAY personally known to me



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

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

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

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

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

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenirodd.org
10/13 23-02/0000688548P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
JULY 1, 2024**

A. CALL TO ORDER

The July 1, 2024, Special Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:40 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 June 21, 2024, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero and Supervisors Roberto Horowitz 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 (via phone); Clubhouse Reps Rick Salvatore and Patrice Chiaramonte; and Trustee Craig Kay (via phone).

Also present was Regency resident Mitch Kay.

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

Mr. Kay asked about streetlights inside his community and inquired about golf cart signage.

F. APPROVAL OF MINUTES

1. May 23, 2024, Regular Board Meeting

The minutes of the May 23, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the minutes of the May 23, 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 Landscape Maintenance Contract Award (Common Area and Clubhouse)

Mr. Ballbe presented the responses, noting that Yellowstone had withdrawn their proposal for the common area. He noted that Arazoza Brothers, who were installing the landscaping, was the low bid for the common area, and CPM was the low bid for the clubhouse.

Following discussion, a **motion** was made by Mr. Horowitz, seconded by Ms. Schechter and unanimously passed approving the following rankings for the common area and authorizing staff to negotiate an agreement with the top ranked firm: 1) Arazoza Brothers; 2) CPM; and 3) Brightview.

Following that motion, the Board discussed the clubhouse landscaping, noting that although they were not the lowest bid, there were benefits to having one contractor doing the work for both the common area and the clubhouse.

A **motion** was then made by Mr. Horowitz, seconded by Ms. Schechter and unanimously passed approving the following rankings for the common area and authorizing staff to negotiate an agreement with the top ranked firm: 1) Arazoza Brothers; 2) CPM; 3) Brightview; and 4) Yellowstone.

2. Consider Clubhouse Management Agreement 1st Amendment

Mr. Pawelczyk noted that the amendment reflected the current pricing and extends the agreement to 2025.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Clubhouse Management Agreement 1st Amendment, as presented.

I. CHANGE ORDERS

1. Consider Spine Road Phase 2 – Centerline Pod 15 Turn Lane Revisions CO#7 (\$207,860.84)

Mr. Ballbe explained that CO#7 was for a turn lane into Pod 15 in the amount of \$207,860.84.

2. Consider Town Center Bypass Road – H&J CO#3 – Miscellaneous Plan Revisions (\$146,453.70)

Mr. Ballbe explained that CO#3 was for roadway sleeves, drainage plan revision, surveying, sidewalk repairs and paver upgrades in the amount of \$146,453.70.

3. Consider Spine Road 6 and Town Center Bypass Roads – SPF CO#6

Mr. Ballbe explained that CO#6 was for conduit installation and cabinet work on Spine Road 6 in the amount of \$63,659.11.

4. Consider Spine Road 6 and Town Center Bypass Roads – SPF CO#3

Mr. Ballbe explained that CO#3 was for feeder installation and additional work on Spine Road 6 in the amount of \$24,745.38.

A **motion** was made by Ms. Schechter, seconded by Mr. Horowitz and unanimously passed approving Change Order items 1 through 4 above, as presented.

5. Consider Town Center Bypass Roads – H&J CO#5 – Landscape & Irrigation (\$920,850.00)

Mr. Ballbe presented CO#5, noting that it was for landscape and irrigation installation, in the amount of \$920,850.00. Following discussion, there was a question as to whether this should be a separate project.

A **motion** was made by Mr. Horowitz, seconded by Ms. Schechter and unanimously passed approving CO#5, subject to legal and staff review of competitive bidding requirements.

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 (FYI)**
4. **Consider Ratification of FPL UG Agreement**
5. **Consider Ratification of Spine 3 - SUA Bill Of Sale**

A **motion** was made by Ms. Schechter, seconded by Mr. Horowitz and unanimously passed approving Consent Agenda items 1 through 5 above, as presented.

K. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that flowers had been installed, the hedge had been trimmed, and that the access control project was starting. He also presented a proposal from CPM to trim the medjool palms. Following discussion, the Board consensus was to hold off on that proposal.

Ms. Chiaramonte highlighted events held at the clubhouse, including food trucks, movie nights, and kids' classes.

Mr. Salvatore added that he was working with Regions Security to add additional staff for events.

L. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the next meeting would be held on August 22, 204, at 12:30 p.m.

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 Ms. Cepero and passed unanimously adjourning the Special Board Meeting at 1:12 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET AND
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (the Board) of the Avenir Community Development District (the District) will hold a public hearing on August 22, 2024, at 12:30 p.m. in The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2024/2025. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the Districts website seven (7) days prior to the public hearing/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 public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

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

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

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

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

www.avenircdd.org

No. Aug. 2, 9, 2024

RESOLUTION NO. 2024-10

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the Avenir Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

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

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 22nd day of August, 2024.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Avenir
Community Development District

Final Budget
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

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FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
O&M Assessments	4,965,806
Clubhouse Assessments	1,739,655
Total Regular Debt Assessments	15,595,194
Total Cap I + B Bond Debt Assess	1,809,035
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	6,484,553
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	1
Clubhouse Interest & Other Income	55,000
TOTAL REVENUES	\$ 30,649,244
EXPENDITURES	
Supervisor Fees	3,840
Supervisor Fees Taxes	308
Engineering/Inspections	20,000
Management	56,285
Legal	48,000
Assessment Roll	6,000
Audit Fees	13,700
Arbitrage Rebate Fee	4,200
Insurance	66,000
Legal Advertisements	5,000
Miscellaneous	2,000
Postage	750
Office Supplies	2,000
Dues & Subscriptions	175
Trustee Fees	35,000
Continuing Disclosure Fee	3,000
Website Management	1,600
Appraisal Fee	0
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	50,000
Base Landscape Maintenance	1,310,000
Optional Landscape Maintenance	350,000
Irrigation Maintenance	140,000
Lake Maintenance	250,000
Littorals	75,000
Fountain Maintenance	100,000
Stormwater / Lake Water Control	0
Street Sweeping / Pressure Washing	200,000
Mitigation Maintenance	720,000
Trail Maintenance	0
Wild Hog Control	0
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	650,000
Water (Seacoast)	150,000
Field Operations	55,000
Contingency	150,000
Clubhouse Total Expenditures	1,690,276
TOTAL EXPENDITURES	\$ 6,358,134
REVENUES LESS EXPENDITURES	\$ 24,291,110
Bond Payments - Series 2018	(2,995,460)
Bond Payments - Series 2019	(1,278,335)
Bond Payments - Series 2020 (IF)	(6,484,553)
Bond Payments - Series 2021	(4,850,154)
Bond Payments - Series 2023	(6,583,756)
Bond Payments - Series 2024	(760,813)
BALANCE	\$ 2,098,852
County Appraiser & Tax Collector Fee	(446,013)
Discounts For Early Payments	(892,026)
EXCESS/ (SHORTFALL)	\$ 760,813

DETAILED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M Assessments	1,974,787	3,865,793	4,965,806	Total Regular Expenses / .94
Clubhouse Assessments	1,609,282	1,745,718	1,739,655	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	5,105,569	10,802,375	15,595,194	
Total Cap I + B Bond Debt Assess	16,619,616	4,404,531	1,809,035	
Landowner Contribution - O&M	295,000	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	5,550,148	5,582,400	6,484,553	Estimated
Bond Prepayments	0	0	0	
Bond Prepayments - Sent to Trustee	0	0	0	
O&M Interest & Other Income	40,083	0	1	
Clubhouse Interest & Other Income	42,292	69,000	55,000	Rental 30,000 + Memb 25,000
TOTAL REVENUES	\$ 31,236,776	\$ 26,469,817	\$ 30,649,244	
EXPENDITURES				
Supervisor Fees	0	0	3,840	
Supervisor Fees Taxes	0		308	
Engineering/Inspections	0	15,000	20,000	
Management	52,820	54,645	56,285	CPI Adjustment
Legal	47,545	48,000	48,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	6,187	6,600	13,700	Increase due to Additional Bonds
Arbitrage Rebate Fee	3,675	3,025	4,200	
Insurance	20,453	30,000	66,000	Insurance Estimate
Legal Advertisements	4,867	3,300	5,000	
Miscellaneous	5,256	2,000	2,000	
Postage	511	750	750	
Office Supplies	2,380	3,500	2,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	17,500	31,500	35,000	
Continuing Disclosure Fee	2,750	2,750	3,000	
Website Management	1,600	1,600	1,600	
Appraisal Fee	0	0	0	
Infrastructure Maintenance	39,699	100,000	100,000	
Miscellaneous Maintenance	24,157	80,000	50,000	
Base Landscape Maintenance	706,000	775,000	1,310,000	
Optional Landscape Maintenance	149,273	350,000	350,000	
Irrigation Maintenance	38,693	50,000	140,000	
Lake Maintenance	61,007	250,000	250,000	
Littorals	0	75,000	75,000	
Fountain Maintenance	89,735	50,000	100,000	
Stormwater / Lake Water Control	159,257	0	0	Pumps
Street Sweeping / Pressure Washing	72,100	100,000	200,000	
Mitigation Maintenance	88,000	720,000	720,000	
Trail Maintenance	0	5,000	0	
Wild Hog Control	0	15,000	0	
Pump Station Maintenance / Fuel	25,960	100,000	100,000	
Electric (FPL) (Including Streetlight)	407,823	400,000	650,000	Streetlight & electric
Water (Seacoast)	143,572	150,000	150,000	
Field Operations	0	55,000	55,000	
Contingency	0	150,000	150,000	
Clubhouse Total Expenditures	1,306,864	1,709,975	1,690,276	
TOTAL EXPENDITURES	\$ 3,483,858	\$ 5,343,820	\$ 6,358,134	
REVENUES LESS EXPENDITURES	\$ 27,752,918	\$ 12,092,893	\$ 24,291,110	
Bond Payments - Series 2018	(5,656,810)	(3,000,462)	(2,995,460)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(3,409,944)	(1,428,335)	(1,278,335)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(5,550,148)	(5,582,400)	(6,484,553)	Estimated
Bond Payments - Series 2021	(12,502,562)	(4,880,154)	(4,850,154)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2023	0	(5,249,813)	(6,583,756)	2025 P & I Payments Less Earned Interest
Bond Payments - Series 2024	0	0	(760,813)	2025 P & I Payments Less Earned Interest
BALANCE	\$ 633,454	\$ 861,237	\$ 1,338,039	
County Appraiser & Tax Collector Fee	(29,584)	(328,278)	(446,013)	
Discounts For Early Payments	(212,402)	(656,555)	(892,026)	
EXCESS/ (SHORTFALL)	\$ 391,469	\$ -	\$ -	

DETAILED FINAL CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

EXPENDITURES	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
Supervisor Fees	0	0	960	
Supervisor Fees Taxes	0		77	
Connect Water Fee	0	0	0	
CDD Management	8,000	8,000	8,000	
Legal	11,886	12,000	12,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,313	1,400	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,710	1,200	1,500	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	570,258	686,000	758,801	
Uniforms	1,717	4,000	4,000	
Licenses/Permits	950	5,000	5,000	
Insurance	60,627	70,000	55,000	
Post / Print / Office Sup	7,329	9,000	9,000	
IT / Telecom	8,942	20,000	20,000	
HVAC Maint & Repair	3,002	12,000	12,000	
Janitorial	2,674	13,500	11,000	
Misc Repair & Maint	48,676	60,000	60,000	
Pest Control	14,668	18,000	18,000	
Fire/ Life/ Hood -Safe Sys	9,605	6,000	8,000	
Fitness Equip	6,377	4,000	4,000	
Vehicle Lease & Maint	0	1,500	5,000	
Holiday Decorations	3,567	15,000	15,000	
Cable / Music Services	2,238	3,000	3,000	
Trash Removal	2,985	6,000	6,000	
Gas	25,424	50,000	50,000	
Electricity	38,078	50,000	50,000	
Water & Sewer	35,234	40,000	40,000	
Irrigation Water	12,459	13,000	10,000	
Security / Camera Surveillance	87,577	90,000	90,000	
Electronic Access Control	3,739	5,000	10,000	
Surveillance Repair & Main	0	3,000	0	
Landscape Maint Contract	73,296	90,000	80,000	
Landscape Other / Irrigation	56,654	100,000	40,000	
Pool Chemicals	51,244	55,000	55,000	
Pool Maintenance Agreement	32,500	32,500	32,500	
Pool Repair & Misc Maint	4,492	25,000	25,000	
Tennis & Pickle Court Main	7,763	15,000	15,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	87,403	75,000	90,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	18,600	100,000	75,000	
TOTAL EXPENDITURES	\$ 1,306,864	\$ 1,709,975	\$ 1,690,276	

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Interest Income	104,696	200	200	Projected Interest
Net NAV Collection 2018-1	2,346,705	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	3,096,734	89,750	84,748	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	884,566	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	28,694	0	0	
Total Revenues	\$ 6,461,395	\$ 3,000,662	\$ 2,995,660	
EXPENDITURES				
Principal Payments 2018-1	490,000	520,000	545,000	Principal Payment Due In 2024
Principal Payments 2018-2 Taxable	2,275,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	580,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	200,000	185,000	200,000	Principal Payment Due In 2024
Interest Payments 2018-1	1,621,950	1,580,700	1,551,413	Interest Payments Due In 2024
Interest Payments 2018-2 Taxable	226,730	71,500	71,000	Estimated Interest Payments Due In 2024
Interest Payments 2018-2 TE	43,144	18,250	13,748	Estimated Interest Payments Due In 2024
Interest Payments 2018-3	638,322	622,581	610,075	Interest Payments Due In 2024
Bond Redemptions	0	2,631	4,425	Estimated Excess Debt Collections
Total Expenditures	\$ 6,075,146	\$ 3,000,662	\$ 2,995,660	
Excess/ (Shortfall)	\$ 386,250	\$ -	\$ -	

Series 2018-1 Bond Information

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

Series 2018-2 Taxable Bond Information

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

Series 2018-2 Tax Exempt (TE) Bond Information

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

Series 2018-3 Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	59,908	200	200	Projected Interest
Net NAV Tax Collection	894,931	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	2,535,666	350,000	200,000	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	101,589	0	0	
Total Revenues	\$ 3,592,094	\$ 1,428,535	\$ 1,278,535	
EXPENDITURES				
Principal Payments	330,000	245,000	255,000	Principal Payments Due In 2024
Principal Payments B	2,170,000	0	0	
Interest Payments	853,160	835,660	810,740	Interest Payments Due In 2024
Interest Payments B	335,128	350,000	200,000	Estimated Interest Payments Due in 2024
Bond Redemptions	0	-2,125	12,795	Estimated Excess Debt Collections
Total Expenditures	\$ 3,688,288	\$ 1,428,535	\$ 1,278,535	
Excess/ (Shortfall)	\$ (96,194)	\$ -	\$ -	

Series 2019 Bond Information

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

Series 2019 B Taxable Bond Information

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

Series 2019 B Tax Exempt (TE) Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	53,729	0	0	Projected Interest
Impact Fees	5,553,652	5,582,400	6,484,553	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 5,607,381	\$ 5,582,400	\$ 6,484,553	
EXPENDITURES				
Impact Fee Principal Payments	3,851,000	4,535,000	5,622,000	Principal Payments Happen Based on Collections
Impact Fee Interest Payments	1,002,416	1,047,400	862,553	Estimated Interest Payments Due In 2024
Total Expenditures	\$ 4,853,416	\$ 5,582,400	\$ 6,484,553	
Excess/ (Shortfall)	\$ 753,964	\$ -	\$ -	

Series 2020 Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Interest Income	252,388	200	200	Projected Interest
Net NAV Collection 2021 A-1 & A-2	2,953,960	3,999,654	3,999,654	Maximum Net Debt Service Collection
Net Collection 2021 B	13,054,382	880,500	850,500	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 16,260,730	\$ 4,880,354	\$ 4,850,354	
EXPENDITURES				
Principal Payments 2021 A-1	600,000	590,000	605,000	Principal Payment Due In 2024
Principal Payments 2021 A-2	600,000	595,000	625,000	Principal Payment Due In 2024
Principal Payments 2021 B	11,700,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	862,572	842,798	829,354	Interest Payments Due In 2024
Interest Payments 2021 A-2	2,014,830	1,970,718	1,938,916	Interest Payments Due In 2024
Interest Payments 2021 B	1,502,688	880,500	850,500	Estimated Interest Payments Due In 2024
Bond Redemptions	0	1,338	1,585	Estimated Excess Debt Collections
Total Expenditures	\$ 17,280,089	\$ 4,880,354	\$ 4,850,354	
Excess/ (Shortfall)	\$ (1,019,359)	\$ -	\$ -	

Series 2021 A-1 Bond Information

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

Series 2021 A-2 Bond Information

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

Series 2021 B Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	200	200	Projected Interest
Net NAV Collection 2023	0	2,165,531	5,445,825	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	0	0	1,137,931	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	3,607,411	3,084,281	0	
Total Revenues	\$ 3,607,411	\$ 5,250,013	\$ 6,583,956	
EXPENDITURES				
Principal Payments 2023	0	0	1,140,000	Principal Payment Due In 2025
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2025
Interest Payments 2023	3,260,328	4,331,063	4,305,413	Interest Payments Due In 2025
Interest Payments 2023 TC	347,083	918,750	918,750	Interest Payments Due In 2025
Bond Redemptions	0	200	219,794	Estimated Excess Debt Collections
Total Expenditures	\$ 3,607,411	\$ 5,250,013	\$ 6,583,956	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2023 Bond Information

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

Series 2023 Town Center Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2024
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	200	Projected Interest
Net NAV Collection 2024 A	0	0	87,225	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	0	0	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	673,788	
Total Revenues	\$ -	\$ -	\$ 761,213	
EXPENDITURES				
Principal Payments 2024 A	0	0		Principal Payment Due In 2024
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2024
Interest Payments 2024 A	0	0	174,450	Interest Payments Due In 2024
Interest Payments 2024 B	0	0	586,563	Interest Payments Due In 2024
Bond Redemptions	0	0	200	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 761,213	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2024 A Bond Information

Original Par Amount =	\$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	\$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

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

	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Projected Gross Assessment
O&M Assessment For Parcel A-1 - Watermark	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-1	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-1	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,995.74	\$ 5,152.07	\$ 5,150.01	\$ 5,386.40
O&M Assessment For Parcel A-2 - LaTerre	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-2	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-2	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,901.32	\$ 5,057.65	\$ 5,055.59	\$ 5,291.98
O&M Assessment For Parcel A-3 - Windgate	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-3	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-3	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,806.91	\$ 4,963.24	\$ 4,961.18	\$ 5,197.57
O&M Assessment For Parcel A-4 - Coral Isles	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-4	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For Parcel A-4	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,090.15	\$ 5,246.48	\$ 5,244.42	\$ 5,480.81
O&M Assessment For Parcel A-5 (50 Foot) - Regency	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,712.20	\$ 2,850.77	\$ 2,732.20	\$ 2,973.75
O&M Assessment For Parcel A-5 (60 Foot) - Regency	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,806.61	\$ 2,945.18	\$ 2,826.61	\$ 3,068.16
O&M Assessment For S.F. Villas	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For S.F. Villas	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2018-1) Assessment For S.F. Villas	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,982.44	\$ 4,138.77	\$ 4,136.71	\$ 4,373.10
O&M Assessment For Econ Dev	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Econ Dev	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56	\$ 3,213.11
O&M Assessment For Town Center - Total	\$ 823.90	\$ 962.47	\$ 843.90	\$ 94,347.31
Debt (2018-1) Assessment For Town Center - Total	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 112,765.96
Debt (2023 Towncenter) Assessment For Town Center - Total	\$ -	\$ -	\$ -	\$ 1,210,565.00
Total	\$ 2,951.56	\$ 3,090.13	\$ 2,971.56	\$ 1,417,678.27

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

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5 202		Parcel A-15 50' 358
SF Villas 250		Parcel A-15 62' 204
First Phase Residential 1,135		Parcel A-16 50' 283
		Parcel A-16 60' 208
Econ Dev (50 Acres) 82		Parcel A-17 125
Town Center (41.134 Acres) 86.92		Parcel A-18 104
First Phase Non-Residential 168.92		Parcel A-19 135
Total First Phase 1,304		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,180
		Golf Course 356.81
		Charter School 11.91
		Comm Parcel "D" 159.80
		Comm Parcel "H" 18.75
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase # 2,763

O&M Calculations

TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304		
Phase 2 508	\$4,965,806 / 4,575	\$1,085.45
Phase 3 2,763		
Total Units 4,575		
TOTAL RESIDENTIAL UNITS		
Phase 1 1,135		
Phase 2 508		
Phase 3 2,180		
Total Units 3,823		
TOTAL CLUBHOUSE UNITS	Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666	\$1,739,655 / 1,174	\$1,481.82
Phase 2 508		
Total Units 1,174		

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

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

	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Projected Gross Assessment
O&M Assessment For Parcel A-6 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-6	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,240.61	\$ 5,396.94	\$ 5,394.88	\$ 5,631.27
O&M Assessment For Parcel A-7 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-7	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88	\$ 5,863.27
O&M Assessment For Parcel A-8 - Pulte	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-8	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,472.61	\$ 5,628.94	\$ 5,626.88	\$ 5,863.27
O&M Assessment For Parcel A-9 - Solana	\$ 823.90	\$ 962.47	\$ 843.90	\$ 1,085.45
Clubhouse Operation Assessment For Parcel A-9	\$ 1,352.71	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$ 1,983.00	\$ 1,697.31	\$ 1,697.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,901.61	\$ 5,057.94	\$ 4,770.19	\$ 5,006.58

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

Lot Count Information

First Phase	Second Phase	Third Phase
Parcel A-1 98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2 92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3 119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4 107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5 267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5 202	#	Parcel A-15 50' 358
SF Villas 250	#	Parcel A-15 62' 204
First Phase Residential 1,135	#	Parcel A-16 50' 283
Econ Dev (50 Acres) 82	#	Parcel A-16 60' 208
Town Center (41.134 Acres) 86.92		Parcel A-17 125
First Phase Non-Residential 168.92		Parcel A-18 104
Total First Phase 1,304		Parcel A-19 135
		Parcel A-20 55' 75
		Parcel A-20 65' 69
		Parcel A-21 128
		Third Phase Residential 2,180
		Golf Course 356.81
		Charter School 11.91
		Comm Parcel "D" 159.80
		Comm Parcel "H" 18.75
		Comm Parcel "J" 35.67
		Third Phase Non-Residential 583
		Total Third Phase # 2,763

O&M Calculations

TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304		
Phase 2 508	\$4,965,806 / 4,575	\$1,085.45
Phase 3 2,763		
Total Units 4,575		
TOTAL RESIDENTIAL UNITS		
Phase 1 1,135		
Phase 2 508		
Phase 3 2,180		
Total Units 3,823		
TOTAL CLUBHOUSE UNITS	Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1 666		
Phase 2 508	\$1,739,655 / 1,174	\$1,481.82
Total Units 1,174		

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

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

	Fiscal Year 2021/2022 Gross Assessment	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Projected Gross Assessment
O&M Assessment For Parcel A-10	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-10	\$ -	\$ 2,845.00	\$ 2,845.00	\$ 2,845.00
Total	\$ -	\$ 2,845.00	\$ 3,688.90	\$ 3,930.45
O&M Assessment For Parcel A-11	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-11	\$ -	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ 3,176.00	\$ 4,019.90	\$ 4,261.45
O&M Assessment For Parcel A-12 - Panther National	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-12	\$ -	\$ 5,102.00	\$ 5,102.00	\$ 5,102.00
Total	\$ -	\$ 5,102.00	\$ 5,945.90	\$ 6,187.45
O&M Assessment For Parcel A-13/14 125' - Panther National	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-13/14 125'	\$ -	\$ 6,259.00	\$ 6,259.00	\$ 6,259.00
Total	\$ -	\$ 6,259.00	\$ 7,102.90	\$ 7,344.45
O&M Assessment For Parcel A-13/14 175' - Panther National	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-13/14 175'	\$ -	\$ 7,911.00	\$ 7,911.00	\$ 7,911.00
Total	\$ -	\$ 7,911.00	\$ 8,754.90	\$ 8,996.45
O&M Assessment For Parcel A-15 50'	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-15 50'	\$ -	\$ 1,889.00	\$ 1,889.00	\$ 1,889.00
Total	\$ -	\$ 1,889.00	\$ 2,732.90	\$ 2,974.45
O&M Assessment For Parcel A-15 62'	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-15 62'	\$ -	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00
Total	\$ -	\$ 1,983.00	\$ 2,826.90	\$ 3,068.45
O&M Assessment For Parcel A-16 50' - Kolter	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Parcel A-16 50'	\$ -	\$ -	\$ 5,670.00	\$ 3,457.00
Total	\$ -	\$ -	\$ 6,513.90	\$ 4,542.45
O&M Assessment For Parcel A-16 60' - Kolter	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Parcel A-16 60'	\$ -	\$ -	\$ 6,805.00	\$ 4,149.00
Total	\$ -	\$ -	\$ 7,648.90	\$ 5,234.45
O&M Assessment For Parcel A-16 75' - Kolter	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Parcel A-16 75'	\$ -	\$ -	\$ 7,373.00	\$ 5,188.00
Total	\$ -	\$ -	\$ 8,216.90	\$ 6,271.45
O&M Assessment For Parcel A-17	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Parcel A-17	\$ -	\$ -	\$ 7,373.00	\$ 7,373.00
Total	\$ -	\$ -	\$ 8,216.90	\$ 8,458.45
O&M Assessment For Parcel A-18 - Kenco	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2024 A) Assessment For Parcel A-18	\$ -	\$ 3,176.00	\$ 3,176.00	\$ 2,206.00
Debt (2024 B) Assessment For Parcel A-18	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ 3,176.00	\$ 4,019.90	\$ 3,293.45
O&M Assessment For Parcel A-19	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Parcel A-19	\$ -	\$ -	\$ 7,373.00	\$ 7,373.00
Total	\$ -	\$ -	\$ 8,216.90	\$ 8,458.45
O&M Assessment For Parcel A-20 55' - Kolter	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-20 55'	\$ -	\$ 1,935.00	\$ 1,935.00	\$ 1,935.00
Total	\$ -	\$ 1,935.00	\$ 2,778.90	\$ 3,020.45
O&M Assessment For Parcel A-20 65' - Kolter	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-20 65'	\$ -	\$ 2,030.00	\$ 2,030.00	\$ 2,030.00
Total	\$ -	\$ 2,030.00	\$ 2,873.90	\$ 3,115.45
O&M Assessment For Parcel A-21	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Parcel A-21	\$ -	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00
Total	\$ -	\$ 3,176.00	\$ 4,019.90	\$ 4,261.45
O&M Assessment For Golf Course	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Golf Course per Acre	\$ -	\$ 295.00	\$ 295.00	\$ 295.00
Total	\$ -	\$ 295.00	\$ 1,138.90	\$ 1,380.45
O&M Assessment For Charter School	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2021) Assessment For Charter School per Acre	\$ -	\$ 2,247.00	\$ 2,247.00	\$ 2,247.00
Total	\$ -	\$ 2,247.00	\$ 3,090.90	\$ 3,332.45
O&M Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Commercial Parcel "D"	\$ -	\$ -	\$ 1,481.00	\$ 7,044.00
Total	\$ -	\$ -	\$ 2,324.90	\$ 8,129.45
O&M Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ 843.90	\$ 1,085.45
Debt (2023) Assessment For Commercial Parcel "H"	\$ -	\$ -	\$ 1,481.00	\$ 1,481.00
Total	\$ -	\$ -	\$ 2,324.90	\$ 2,566.45
O&M Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ 1,002.99	\$ 1,085.45
Debt (2023) Assessment For Commercial Parcel "J"	\$ -	\$ -	\$ 7,044.00	\$ 7,044.00
Total	\$ -	\$ -	\$ 8,046.99	\$ 8,129.45

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

Lot Count Information			
First Phase		Second Phase	Third Phase
Parcel A-1	98	Parcel A-6 # 245	Parcel A-10 172
Parcel A-2	92	Parcel A-7 # 47	Parcel A-11 101
Parcel A-3	119	Parcel A-8 # 98	Parcel A-12 139
Parcel A-4	107	Parcel A-9 # 118	Parcel A-13/14 125' 55
Parcel A-5	267	Total Second Phase # 508	Parcel A-13/14 175' 24
Parcel A-5	202		Parcel A-15 50' 358
SF Villas	250		Parcel A-15 62' 204
First Phase Residential	1,135		Parcel A-16 50' 296
			Parcel A-16 60' 193
			Parcel A-16 75' 2
Econ Dev (50 Acres)	82		Parcel A-17 125
Town Center (41.134 Acres)	86.92		Parcel A-18 104
First Phase Non-Residential	168.92		Parcel A-19 135
Total First Phase	1,304		Parcel A-20 55' 75
			Parcel A-20 65' 69
			Parcel A-21 128
			Third Phase Residential 2,180
			Golf Course 356.81
			Charter School 11.91
			Comm Parcel "D" 159.80
			Comm Parcel "H" 18.75
			Comm Parcel "J" 36.87
			Third Phase Non-Residential 583
			Total Third Phase # 2,763

O&M Calculations		
TOTAL UNITS	Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1 1,304		
Phase 2 508	\$4,965,806 / 4,575	\$1,085.45
Phase 3 2,763		
Total Units 4,575		
TOTAL RESIDENTIAL UNITS		
Phase 1 1,135		
Phase 2 508		
Phase 3 2,180		
Total Units 3,823		

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Avenir Community Development District ("District") to establish a regular meeting schedule for fiscal year 2024/2025; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

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

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 22nd day of August, 2024.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

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

October 24, 2024
November 21, 2024
December 19, 2024
January 23, 2025
February 27, 2025
March 27, 2025
April 24, 2025
May 22, 2025
June 26, 2025
July 24, 2025
August 28, 2025
September 25, 2025

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

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

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH: PALM BEACH DAILY BUSINESS REVIEW

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avenir Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of August, 2024.

ATTEST:

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect, inclusive of:
 - Clubhouse operation and resident events
 - Roadway and landscaping maintenance
- Compliance with all required permits
- Maintain Clubhouse operations and events for residents

Performance Measures:

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)

SCOPE OF SERVICES

Seacoast Utility Authority Western Service Area Model Development and Fire Flow Analysis

Tobon Engineering referred to as (Consultant) shall perform the engineering Scope of Services as described herein.

INTRODUCTION

Seacoast Utility Authority (SUA) is a governmental regional water, wastewater and reclaimed water utility that provides potable water service to approximately 47,000 households and 2,700 commercial establishments. SUA's service area encompasses approximately 65 square miles, with the potable water distribution system consisting of roughly 496 miles of water mains. The water service area is separated into two distinct geographical areas, the eastern and western areas which are transected by the Beeline Highway. This scope of service only includes the western service area in particular the Avenir, Ancient Tree, Osprey and Carleton Oaks developments which are within the City limits of Palm Beach Gardens.

The western service area, in particular the new development of Avenir is experiencing low water pressure during the early morning time due to the timing of residential irrigation. The residential properties are supplied with irrigation water from the SUA distribution system and will continue to be in the future, therefore options need to be developed to increase the system pressure during the high irrigation time periods. In addition to maintaining a minimal water distribution system pressure the development must also meet minimum fire flow requirements including residual pressure. Options will be evaluated in this scope to achieve these goals.

SCOPE OF SERVICES

Tobon Engineering shall provide the specific following scope of services.

Task 1 Project Management and Data Collection

Provide status updates and participate in calls with SUA as needed for the project duration and two onsite meetings. Request and review reports, studies, GIS, billing data as built of the water facilities that characterize the existing conditions for various system components.

Task 2 Data Analysis

The existing water demands which have been used for the past several years for the developments will be carried over to this study. In order to replicate irrigation demands the hydraulic water model will include irrigation usage based on existing watering restrictions with an assumed irrigation demand of 15 gpm. The hydraulic model will replicate the peak time period of irrigation (4 am), with the irrigation demand pattern of either one-half of the properties at 15 gpm or all properties at 7.5 GPM. Due to the spatial nature of demand allocation in the hydraulic model either option will produce nearly identical results.

Review existing SUA SCADA data for water system pressures and flows in the western service area, the data will be used to verify the hydraulic model under existing conditions. Potential range of flows and pressures available

from the County water system will be assumed at the proposed northern connection based on a cursory review of the existing hydraulic water model.

As built and GIS data files of the water mains, fire hydrants, meters, interconnects and other pertinent infrastructure will be analyzed, additional information and clarifications will be submitted to SUA.

Task 3 Hydraulic Model Development and Analysis

The existing Avenir hydraulic water model will be modified for this study. The water supply for the western service area is based on SUA being supplied as a wholesale customer of Palm Beach County Water Utilities Department (PBCWUD) and is served at several locations, Mecca Water Repump Station and at connections along Northlake Lake Boulevard. The goal of the analysis is to maximize the water supply for the developments to be from the Mecca Repump Station under normal and peak demands, fire flow demands in various areas will need to come from Northlake interconnects.

The new water demands analyzed as part of Task 2 will be added to the hydraulic model at the appropriate nodes for each existing and future development. Peaking factors will be added to the demands and fire flows will be included at the location of all existing and future fire hydrants. The model will be run and debugged; initial results will be compared with existing SCADA or fire hydrant pressure data to allow verification of the model.

Two steady state scenarios will be created, existing and future (buildout) conditions. Based on these two scenarios several options will be evaluated which include;

- Parallel existing connection on the discharge of Mecca Repump Station.
- New storage and repump facility located on SUA property within Avenir, sizing of the tank will be based on meeting 4 hours of irrigation and fire flows demands (based on ISO criteria or accepted industry standards), pump horsepower will be determined.
- New water transmission main and 10-inch meter station from the northwest corner of Avenir to a connection at the roundabout located at Avenir Drive and Coconut Blvd.
- New additional connection along Beeline Highway (new connection to PBCWUD) which will connect to the north end of the Avenir Development.
- Additional connection along Northlake Blvd.

The options will include the anticipated minimum system pressure and ability to meet fire flow requirements in the future.

Task 4 Technical Memo

A draft technical memo based on the results of the analysis contained in this scope of services, final technical memorandum will incorporate SUA comments.

Assumptions

1. SUA will provide comments 2 weeks after submission of draft deliverables.

2. Hydraulic model will be steady state, the hydraulic model will be standalone and not part of the Eastern Service Area model.
3. Consultant will rely upon the accuracy of the GIS, data and information supplied without field confirmation.
4. Pump selection for the repump station is not included.
5. County hydraulic model will not be modified and only a cursory review will be completed to determine available pressures and flows along Beeline Highway.

Schedule

- A draft report based on the analysis will be submitted 12 weeks after acceptance of all requested data and information.

Fee

Lump sum fee \$ 29,770.

Tobon Engineering:

Signed:  _____

Date: August 6, 2024 _____

Typed Name: Maurice Tobon, P.E.

Title: President _____

Avenir Community Development District

Signed: _____

Date: _____

Typed Name: _____

Title: _____

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT, dated the _____ day of August, 2024 (the "Effective Date"), is 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 City of Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

TOBON ENGINEERING AND DEVELOPMENT, LLC, a Florida limited liability company, with offices located at 5504 NW 86th Way, Coral Springs, Florida 33067 (the "Consultant").

WITNESSETH:

WHEREAS, the District desires to retain a consultant to provide water system hydraulic evaluation and modeling in connection with the western service area within the District (the "Project"); and

WHEREAS, the District solicited proposals for professional services for the Project; and

WHEREAS, the Consultant submitted its proposal, dated August 6, 2024 (the "Proposal") to the District in connection with the Project, which Proposal is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the District and the Consultant (collectively, the "Parties") mutually agree that it is appropriate for the Parties to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the District and the Consultant hereto as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and provide the professional services, as more particularly described herein, for compensation set forth in the Proposal and in Article 4 of this Agreement. Additional work shall be approved under task orders or work authorizations approved by the District.

2.2 In the event of a direct conflict between the terms and conditions set forth in pages 1 through 12 of this Agreement and those set forth in **Exhibit A**, such conflict shall be resolved in favor of terms and conditions provided for in pages 1 through 12 of this Agreement.

2.3 Consultant shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional and timely manner. Consultant shall report to the District Manager or his or her designee.

2.4 Consultant hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the professional services to be provided by Consultant pursuant to the terms of this Agreement.

2.5 District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue, unless otherwise terminated as provided herein, to the completion of the Project by Consultant.

3.2 This Agreement may be terminated by the District with or without cause, immediately upon five (5) calendar days written notice to Consultant. Upon termination by District, the Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the

compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant for all services performed by Consultant in accordance with the Proposal, which states that Consultant will complete the Project for the sum of **TWENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 (\$29,770.00) DOLLARS** (the “Contract Amount”). Travel and mileage will be reimbursed only for travel outside of Palm Beach County and only upon the prior approval of the District Manager. Payment of the Contract Amount shall be in accordance with this section and the Proposal.

4.2 Consultant shall be entitled to invoice for the completed professional services associated with the Project when the same has been completed as accepted and approved by District. District will make its best efforts to pay Consultant within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Within the scope of the Proposal for the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or task order, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. If changes to the scope of work are to be evidenced by task order, such task order shall be in writing and shall become a part of this agreement upon approval by the District Board of Supervisors and execution by the District and the Consultant. In no event will Consultant be compensated for any work which has not been described in a separate written amendment executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$1,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the subconsultants similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subconsultants shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.1.7 Consultant shall have its insurer name the District, and its officers, agents, employees, volunteers and representatives, as an additional named insured on its General Liability, Employees Liability, and Professional Liability policies.

6.1.8 NOTHING HEREIN SHALL BE CONSTRUED OR INTERPRETED TO PROVIDE THAT CONSULTANT IS IN ANY WAY RESPONSIBLE FOR ANY DAMAGE TO PERSON OR PROPERTY THAT ARISES OUT OF THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT, AS ANY ASPECT OF IT EXISTED AS OF THE DATE OF THIS AGREEMENT; IT BEING THE EXPRESS INTENT OF THE PARTIES THAT CONSULTANT BE RESPONSIBLE FOR WORK PERFORMED PURSUANT TO THIS AGREEMENT AND NOT FOR ANY WORK PERFORMED BY ANY CONSULTANT, ENGINEER, ARCHITECT, OR CONTRACTOR NOT HIRED OR RETAINED BY CONSULTANT.

6.2. Indemnification.

6.2.1 Consultant shall indemnify and save harmless and defend the District and the City, their respective elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2 Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its

own expense, with legal counsel chosen by District, as the case may be, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3 The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

6.2.5 Nothing herein is intended to be construed, by the District, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

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

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

6.4. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to the District and its successors and assigns. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5. No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.6. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the District designate the following as the respective places for giving of notice:

DISTRICT: Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

Copy To: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

CONSULTANT: Tobon Engineering and Development, LLC
5504 NW 86th Way
Coral Springs, Florida 33067
Attn: Maurice Tobon, P.E., President

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this subsection.

6.7. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.9 **Recovery of Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

6.10. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement being Palm Beach County, Florida.

6.13. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.14. **Records.** Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete

or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.15. Public Records.

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

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

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in

possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

6.16. Responsible Vendor Determination. Consultant is hereby notified that Section 287.05701, Florida Statute, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

6.17. Section 787.06, F.S. Affidavit. Consultant shall, in accordance with the requirements of Section 787.06, Florida Statutes provide an affidavit attesting that the Consultant does not use coercion for labor or services. The district manager of the District will make this affidavit form available to the Consultant.

6.18. Equal Employment Opportunity. In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.19. Waiver. Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6. 20. **Sovereign Immunity.** The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

6.21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Consulting Services Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

Virginia Cepero, Chairperson
Board of Supervisors

_____ day of _____, 2024

**TOBON ENGINEERING AND
DEVELOPMENT, LLC**, a Florida limited
liability company

By: _____
Maurice Tobon, P.E., President

Print Name

_____ day of _____, 2024

Print Name

EXHIBIT A
PROPOSAL

SCOPE OF SERVICES

Seacoast Utility Authority Western Service Area Model Development and Fire Flow Analysis

Tobon Engineering referred to as (Consultant) shall perform the engineering Scope of Services as described herein.

INTRODUCTION

Seacoast Utility Authority (SUA) is a governmental regional water, wastewater and reclaimed water utility that provides potable water service to approximately 47,000 households and 2,700 commercial establishments. SUA's service area encompasses approximately 65 square miles, with the potable water distribution system consisting of roughly 496 miles of water mains. The water service area is separated into two distinct geographical areas, the eastern and western areas which are transected by the Beeline Highway. This scope of service only includes the western service area in particular the Avenir, Ancient Tree, Osprey and Carleton Oaks developments which are within the City limits of Palm Beach Gardens.

The western service area, in particular the new development of Avenir is experiencing low water pressure during the early morning time due to the timing of residential irrigation. The residential properties are supplied with irrigation water from the SUA distribution system and will continue to be in the future, therefore options need to be developed to increase the system pressure during the high irrigation time periods. In addition to maintaining a minimal water distribution system pressure the development must also meet minimum fire flow requirements including residual pressure. Options will be evaluated in this scope to achieve these goals.

SCOPE OF SERVICES

Tobon Engineering shall provide the specific following scope of services.

Task 1 Project Management and Data Collection

Provide status updates and participate in calls with SUA as needed for the project duration and two onsite meetings. Request and review reports, studies, GIS, billing data as built of the water facilities that characterize the existing conditions for various system components.

Task 2 Data Analysis

The existing water demands which have been used for the past several years for the developments will be carried over to this study. In order to replicate irrigation demands the hydraulic water model will include irrigation usage based on existing watering restrictions with an assumed irrigation demand of 15 gpm. The hydraulic model will replicate the peak time period of irrigation (4 am), with the irrigation demand pattern of either one-half of the properties at 15 gpm or all properties at 7.5 GPM. Due to the spatial nature of demand allocation in the hydraulic model either option will produce nearly identical results.

Review existing SUA SCADA data for water system pressures and flows in the western service area, the data will be used to verify the hydraulic model under existing conditions. Potential range of flows and pressures available

from the County water system will be assumed at the proposed northern connection based on a cursory review of the existing hydraulic water model.

As built and GIS data files of the water mains, fire hydrants, meters, interconnects and other pertinent infrastructure will be analyzed, additional information and clarifications will be submitted to SUA.

Task 3 Hydraulic Model Development and Analysis

The existing Avenir hydraulic water model will be modified for this study. The water supply for the western service area is based on SUA being supplied as a wholesale customer of Palm Beach County Water Utilities Department (PBCWUD) and is served at several locations, Mecca Water Repump Station and at connections along Northlake Lake Boulevard. The goal of the analysis is to maximize the water supply for the developments to be from the Mecca Repump Station under normal and peak demands, fire flow demands in various areas will need to come from Northlake interconnects.

The new water demands analyzed as part of Task 2 will be added to the hydraulic model at the appropriate nodes for each existing and future development. Peaking factors will be added to the demands and fire flows will be included at the location of all existing and future fire hydrants. The model will be run and debugged; initial results will be compared with existing SCADA or fire hydrant pressure data to allow verification of the model.

Two steady state scenarios will be created, existing and future (buildout) conditions. Based on these two scenarios several options will be evaluated which include;

- Parallel existing connection on the discharge of Mecca Repump Station.
- New storage and repump facility located on SUA property within Avenir, sizing of the tank will be based on meeting 4 hours of irrigation and fire flows demands (based on ISO criteria or accepted industry standards), pump horsepower will be determined.
- New water transmission main and 10-inch meter station from the northwest corner of Avenir to a connection at the roundabout located at Avenir Drive and Coconut Blvd.
- New additional connection along Beeline Highway (new connection to PBCWUD) which will connect to the north end of the Avenir Development.
- Additional connection along Northlake Blvd.

The options will include the anticipated minimum system pressure and ability to meet fire flow requirements in the future.

Task 4 Technical Memo

A draft technical memo based on the results of the analysis contained in this scope of services, final technical memorandum will incorporate SUA comments.

Assumptions

1. SUA will provide comments 2 weeks after submission of draft deliverables.



2. Hydraulic model will be steady state, the hydraulic model will be standalone and not part of the Eastern Service Area model.
3. Consultant will rely upon the accuracy of the GIS, data and information supplied without field confirmation.
4. Pump selection for the repump station is not included.
5. County hydraulic model will not be modified and only a cursory review will be completed to determine available pressures and flows along Beeline Highway.

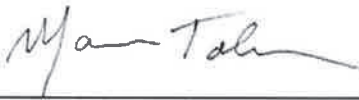
Schedule

- A draft report based on the analysis will be submitted 12 weeks after acceptance of all requested data and information.

Fee

Lump sum fee \$ 29,770.

Tobon Engineering:

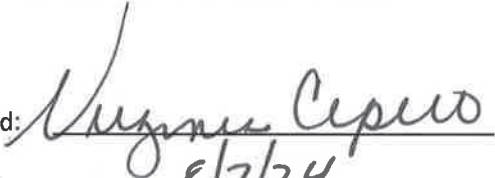
Signed: 

Date: August 6, 2024

Typed Name: Maurice Tobon, P.E.

Title: President

Avenir Community Development District

Signed: 
Date: 8/7/24

Typed Name: VIRGINIA CEPERO

Title: CHAIR

LAND SWAP AGREEMENT

This Land Swap Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2024 (the “Effective Date”), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “District”), whose mailing address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (the District”); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability company (the “Developer”), whose mailing address is 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401.

RECITALS:

WHEREAS, the District is the owner of certain parcels of real property located in Palm Beach County, Florida, which parcels are more particularly described in Exhibit “A” attached hereto (the “District Property”);

WHEREAS, the Developer is the owner of a certain parcels of real property located in Palm Beach County, Florida, which parcels are more particularly described in Exhibit “B” attached hereto (the “Developer Property”);

WHEREAS, due to modifications in the Developer’s development plan and the platting of lands for the community known as “Avenir,” as described in the Sixth Amendment to the Fifth Supplemental Engineer’s Report, dated July 28, 2024, (the “Engineer’s Report”) prepared by Ballbe & Associates, Inc., the Developer and the District have determined that it is appropriate to enter into this Agreement **WHEREAS**, the net result of the swap of the Developer Property and the District Property is that the District will own more acreage (approximately 8.424 acres as described in the Engineer’s Report”) than prior to the swap and the Developer has agreed to incur all costs in connection with the swap of the District Property and Developer Property;

WHEREAS, the District has agreed to swap the District Property for the Developer Property, subject to the terms and conditions of this Agreement, and as summarized in Exhibit “C” attached hereto and made a part hereof; and

WHEREAS, the District and the Developer agree that this Agreement shall be binding upon their respective heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars from the District to the Developer and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, and for Ten and no/100ths (\$10.00) Dollars from the Developer to the District and other good and valuable

consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

Section 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2. EXCHANGE OF PROPERTY.

(a) The District shall convey good and marketable title of the District Property to the Developer, and the Developer shall convey good and marketable title of the Developer Property to the District. The Developer shall coordinate with the District's attorney the process for the exchange of deeds. The Developer shall provide the District with a title insurance commitment acceptable to the District's attorney prior to Closing showing that title to the Developer Property is in the name of the Developer and that the Developer's title to the Developer's Property is good and marketable, free of all liens and encumbrances.

(b) The Closing of this transaction shall occur on or before thirty (30) days following the Effective Date.

(c) At Closing, the District shall deliver to the Developer an executed Special Warranty Deed in recordable form for the District Property, and the Developer shall deliver to the District an executed Special Warranty Deed for the Developer Property in recordable form, together with the following: (i) a marked-up and signed title insurance commitment consistent with (a) above; (ii) an affidavit executed by the property owner attesting to the absence of any liens, parties-in-possession, or other claims; (iii) a FIRPTA affidavit; (iv) a certificate of good standing and resolution authorizing the conveyance contemplated herein; (v) a closing statement; (vi) public disclosure affidavit; and (vi) such other documents as may be customarily executed by the parties in a real estate transaction in the State of Florida.

(d) The District and the Developer each acknowledge that it is acquiring the District Property or the Developer Property, as applicable, in its "AS IS, WHERE IS" condition, without representation or warranty on the part of the other party.

(f) By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

Section 3. COSTS OF EXCHANGE OF THE DEVELOPER PROPERTY AND THE DISTRICT PROPERTY. Any and all costs associated with the exchange of the Developer Property and the District Property, including, but not limited to, the District's and Developer's reasonable attorney's fees and engineering fees, any documentary stamp taxes due on the exchange, District's title insurance premium, and recording fees, will be paid by Developer. Such costs shall be paid at the time of the exchange, provided that the District's attorneys' fees and engineering fees shall be paid by the Developer within thirty (30) days of invoice by the District to Developer.

Section 4. TAXES. All ad valorem taxes for the Developer Property and District Property, if any, for the year of Closing shall be paid by Developer. Such taxes shall be paid by the Developer to the Palm Beach County Tax Collector in the manner provided by law. Developer agrees to pay such tax bill on or before December 15, 2024. This Section 4 shall survive the closing of this transaction.

Section 5. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer and the District, and their respective heirs, executors, receivers, trustees, successors and assigns.

Section 6. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

Section 7. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

Section 8. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

Section 9. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 10. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

Section 11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute; but one and the same instrument.

Section 12. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 13. INCORPORATION OF EXHIBITS. All exhibits attached to this Agreement are incorporated herein by reference.

Section 14. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by the District or the Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 15. APPLICABLE LAW; VENUE. This Agreement is made and shall be construed under the laws of the State of Florida, without regard to principles of conflicts of law, and venue for purposes of any litigation arising out of this Agreement shall be Palm Beach County, Florida.

Section 16. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 17. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section 18. FURTHER ASSURANCES. At any and all times, the Developer and the District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District or the Developer, for the better assuring, conveying, granting, assigning and confirming, as applicable, of any and all rights or interest in the District Property and the Developer Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

By: _____
Virginia Cepero, Chairperson

_____ day of _____, 2024

**AVENIR DEVELOPMENT, LLC, a
Florida limited liability company**

Witnesses:

Print Name

By: _____
Print: _____
Title: _____

Print Name

_____ day of _____, 2024

Exhibit "A"

Legal Description

District Property to be conveyed to Developer

Exhibit "B"

Legal Description

Developer Property to be conveyed to District

Exhibit “C”

Land Swap Summary Page

**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**



AVENIR

**SIXTH AMENDMENT TO THE FIFTH
SUPPLEMENTAL ENGINEER'S REPORT**

ASSESSMENT AREA TWO

Prepared for:

Board of Supervisors
AVENIR Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.

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

Project Number:

201622

July 28, 2024

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Exhibit B	Avenir Development Parcel Location Exhibit (lands sold to Avenir CDD on 2021)
Exhibit C	PARCEL A-15 - PORTION OF TRACT O-4
Exhibit D	PARCEL A-16 - PORTIONS OF TRACTS O-1,O-16 & O-38 - OPEN SPACE TRACTS
Exhibit E	PARCEL A-16 - PORTIONS OF LOTS 7 THRU 15 INCLUSIVE AND LOTS 156 THRU 188 INCLUSIVE
Exhibit F	PARCEL A-18 - PORTION OF TRACT O-7 AND PORTION OF TRACT PARK -1
Exhibit G	PARCEL A-18 - PORTION OF LOTS 90 THRU 97 INCLUSIVE
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Exhibit J	PARCEL A-8 - TRACTS O-14 & O-15
Exhibit K	PARCEL A-9 – TRACT O-3
Exhibit L	PARCEL A-15: LAKE TRACT W11 LAKE MAINTENANCE TRACT LM11 LAKE TRACT W13 LAKE MAINTENANCE TRACT LM13 LAKE TRACT W14 LAKE MAINTENANCE TRACT LM14
Exhibit M	PARCEL A-18 - PORTION OF TRACTS W & LM
Exhibit N	PARCEL A-21 - TRACTS W1,W2,LM1 & LM2 LAKE AREA
Exhibit O	PARCEL D - TRACT RBE4
Exhibit P	TOWN CENTER PLAT - TRACT RW8

PART I: INTRODUCTION

This Sixth Amendment to the Fifth Supplemental Engineer’s Report (the “Report”) was prepared by Ballbé & Associates, Inc. (the “District Engineer”) on behalf of the Avenir Community Development District Board of Supervisors (the “Board”), the governing body of the Avenir Community Development District (the “District”) for the purposes of describing the completed and proposed land conveyances between the District and Avenir Development, LLC (herein, the “Developer” or “AD”), as the same pertain to the Assessment Area Two – 2021B Project.

This Report amends the Fifth Supplemental Engineer’s Report dated September 25, 2020, as amended from time to time, to summarize the extent, nature, costs and benefits of said land conveyances for the Assessment Area Two – 2021B Project.

Information provided in this Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which include public officials, public entities, representatives of Avenir Development, LLC and related entities (collectively the “Developer”), Special District Services, Inc. (the “District Manager”) and other professionals and contractors.

PART II: GENERAL INFORMATION

1. Land Acquisition 2021B Bonds (Assessment Area Two – 2021B Project)

The District issued its 2021B Bonds for the Assessment Area Two – 2021B Project to finance land acquisition. The 2021B Bonds were secured by all the assessable lands within Assessment Area Two but excluding Parcels A-12, A-13 and A-14, the Golf Course Parcel and the Charter School Parcel (herein the “Assessment Area Two – 2021B Project Area”).

Below please find the parcels within the Assessment Area Two – 2021B Project Area and the planned uses (refer to Exhibit A):

Parcel I.D.	Product/Use	No. of Units
A-10 & A-11	65' wide residential	155
	77' wide residential	107
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18	80' wide residential	103
A-20	55' wide residential	75
	65' wide residential	69
A-21	50' wide residential	194
Golf Course	Recreational	217.57 acres
Charter School	Educational	7.263 acres
TOTALS =		1,265 units

2. 2021 District Land Purchase Description

As part of the Assessment Area Two – 2021B Project, the District acquired at fair market value certain parcels of land from the Developer on September 30, 2021 by Special Warranty Deed recorded in O.R. Book 32950, Page 1580, of the Public Records of Palm Beach County, Florida and subsequently amended on April 5, 2022 by Corrective Special Warranty Deed recorded in O.R. Book 33529, Page

971, of the Public Records of Palm Beach County, Florida (collectively, the “2021 Deeds”), incorporated herein by reference.

The parcels acquired by said 2021 Deeds are as follows:

Parcel I.D.	Description
Lake 1	Parcel A-15 Lake #1
Lake 5	Parcel A-15 Lake #5
Lake 6	Parcel A-15 Lake #6
Lake 7	Parcel A-15 Lake #7
Lake 8	Parcel A-15 Lake #8
Lake 9	Parcel A-15 Lake #9
Lake 10	Parcel A-15 Lake #10
Lake 11	Parcel A-15 Lake #11
Lake 12	Parcel A-15 Lake #12
Lake 13	Parcel A-15 Lake #13
Lake 14	Parcel A-15 Lake #14
Lake 15	Parcel A-15 Lake #15
Lake 18	Parcel A-18 Lake
Lake 20	Parcel A-20 Lake
Lake 21	Parcel A-21 Lake
Spine Road 4	Spine Road 4 right-of-way (Avenir Drive)
Spine Road 5	Spine Road 5 right-of-way (Panther National Boulevard)
Spine Road 6	Spine Road 6 right-of-way (Avenir Drive)
Parcel A-21 Buffer	Parcel A-21 PCD Buffer

Please refer to Exhibit "B" to reference the parcels listed below sold to the District:

Parcel I.D.	Description
Lake 18	Parcel A-18 Lake
Lake 21	Parcel A-21 Lake
Spine Road 4	Spine Road 4 right-of-way (Avenir Drive)
Spine Road 6	Spine Road 6 right-of-way (Avenir Drive)

As part of the Assessment Area Two – 2021B Project, the District paid \$25,222,200 for 168.148 acres of lands (\$150,000.00 per acre), utilizing proceeds from the Series 2021B Bonds issued by the District.

3. 2024 District Land Conveyance to Developer

The District intends to convey to the Developer portions of the certain parcels previously acquired that were mistakenly conveyed to the District by the Developer pursuant to the 2021 Deeds so that the Developer can convey the parcels to the different owners as intended in the recorded plat for said parcels or portions thereof.

The portions of the parcels mistakenly conveyed to the District are described below:

PARCEL NAME	DESCRIPTION OF TRACT TO BE DEDICATED	AREA (AC.)
PARCEL A-15	PORTION OF TRACT O-4	0.483
PARCEL A-16	PORTIONS OF TRACTS O-1, O-16 & O-38 - OPEN SPACE TRACTS	0.956
PARCEL A-16	PORTIONS OF LOTS 7 THRU 15 INCLUSIVE AND LOTS 156 THRU 188 INCLUSIVE	0.194

PARCEL A-18	PORTION OF TRACT O-7 AND PORTION OF TRACT PARK -1	0.163
PARCEL A-18	PORTION OF LOTS 90 THRU 97 INCLUSIVE	0.140
PARCEL A-21	LAKE AREA	13.277
TOTAL LAND MISTAKENLY ACQUIRED BY AVENIR CDD IN 2021 =		15.213

Please refer to following exhibits for the above listed parcel descriptions.

PARCEL NAME	DESCRIPTION OF TRACT TO BE DEDICATED	EXHIBIT I.D.
PARCEL A-15	PORTION OF TRACT O-4	EXHIBIT C
PARCEL A-16	PORTIONS OF TRACTS O-1,O-16 & O-38 - OPEN SPACE TRACTS	EXHIBIT D
PARCEL A-16	PORTIONS OF LOTS 7 THRU 15 INCLUSIVE AND LOTS 156 THRU 188 INCLUSIVE	EXHIBIT E
PARCEL A-18	PORTION OF TRACT O-7 AND PORTION OF TRACT PARK -1	EXHIBIT F
PARCEL A-18	PORTION OF LOTS 90 THRU 96 INCLUSIVE	EXHIBIT G
PARCEL A-21	LAKE AREA	EXHIBIT H

2024 Developer Land Conveyance to District

The Developer intends to convey to the District additional lands of value at no cost to District, the “Additional 2024 Parcels” (no compensation will be paid by the District for acquiring such tracts).

The portions of the parcels to be conveyed to the District are described below:

LAND CONVEYANCE FROM AVENIR DEVELOPMENT LLC TO AVENIR CDD			
PARCEL NAME	DESCRIPTION	AREA (AC.)	
PARCEL A-7	TRACT O-3	0.160	PLATTED TRACT FROM AD TO CDD
	TRACT O-7	0.785	PLATTED TRACT FROM AD TO CDD
PARCEL A-8	TRACT O-14	0.282	PLATTED TRACT FROM AD TO CDD
	TRACT O-15	0.150	PLATTED TRACT FROM AD TO CDD
PARCEL A-9	TRACT O-3	0.893	PLATTED TRACT FROM AD TO CDD
PARCEL A-15	LAKE TRACT W11	3.078	PLATTED TRACT FROM AD TO CDD
	LAKE MAINTENANCE TRACT LM11	0.690	PLATTED TRACT FROM AD TO CDD
	LAKE TRACT W13	1.663	PLATTED TRACT FROM AD TO CDD
	LAKE MAINTENANCE TRACT LM13	0.560	PLATTED TRACT FROM AD TO CDD
	LAKE TRACT W14	1.874	PLATTED TRACT FROM AD TO CDD
	LAKE MAINTENANCE TRACT LM14	0.606	PLATTED TRACT FROM AD TO CDD
PARCEL A-18	PORTION OF TRACTS W & LM	1.660	FROM AD TO CDD
PARCEL A-21	TRACTS W1,W2,LM1 & LM2 LAKE AREA	10.995	PLATTED TRACT FROM AD TO CDD
PARCEL "D"	TRACT RBE4	0.090	PLATTED TRACT FROM AD TO CDD
TOWN CENTER PLAT	TRACT RW8	0.151	PLATTED TRACT FROM AD TO CDD
TOTAL LAND CONVEYANCE FROM AVENIR DEVELOPMENT TO AVENIR CDD =		23.637	

Please refer to following exhibits for the above listed parcel descriptions.

PARCEL NAME	DESCRIPTION OF TRACT TO BE DEDICATED	EXHIBIT I.D.
PARCEL A-7	TRACT O-3	EXHIBIT I
	TRACT O-7	
PARCEL A-8	TRACT O-14	EXHIBIT J
	TRACT O-15	
PARCEL A-9	TRACT O-3	EXHIBIT K
PARCEL A-15	LAKE TRACT W11	EXHIBIT L
	LAKE MAINTENANCE TRACT LM11	
	LAKE TRACT W13	
	LAKE MAINTENANCE TRACT LM13	
	LAKE TRACT W14	
	LAKE MAINTENANCE TRACT LM14	
PARCEL A-18	PORTION OF TRACTS W & LM	EXHIBIT M
PARCEL A-21	TRACTS W1,W2,LM1 & LM2 LAKE AREA	EXHIBIT N
PARCEL "D"	TRACT RBE4	EXHIBIT O
TOWN CENTER PLAT	TRACT RW8	EXHIBIT P

Therefore, the net benefit to the District for the 2021 & 2024 land conveyances is as follows:

Description	Area
Area acquired by District at no cost	23.637 acres
Area conveyed by District at no cost	15.213 acres
TOTAL BENEFIT TO THE DISTRICT =	8.424 acres

The value received by the District in connection with 2024 conveyances far exceeds the value lost by the District conveyance to Developer (overall the District received an additional 8.424 acres at no cost). Such conveyances benefit the property owners within the Assessment Area Two and the District ultimately received a surplus of land a no cost.

PART III: CONCLUSION

A. *Benefits and Costs:*

The land acquisition and conveyance described above provides a direct and special benefit to all owners of the properties and residential parcels within Assessment Area Two. The lands transferred to the Developer will not have a material impact on the operation of the public improvements financed by the District. The Additional 2024 Parcels will serve the same public purpose as the lands transferred to the Developer.

B. *Modifications to the Report:*

It may be necessary to make changes and modification to the planned improvements during the planning, permitting and construction stages of the public infrastructure. It is not expected that the changes and modifications will significantly impact the information and conclusions contained in this report.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Avenir Community Development District.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



Date: 7/28/2024

Carlos J. Ballbé
For the Firm
Registered Engineer No. 41811
State of Florida

PART II - GENERAL INFORMATION	
Exhibit A	Assessment Area Two – 2021B Project Legal Description and Area Plan

PART II - GENERAL INFORMATION	
Exhibit B	Avenir Development Parcel Location Exhibit (lands sold to Avenir CDD on 2021)

<i>PART II - GENERAL INFORMATION</i>	
Exhibit C	PARCEL A-15 - PORTION OF TRACT O-4

PART II - GENERAL INFORMATION	
Exhibit D	PARCEL A-16 - PORTIONS OF TRACTS O-1,O-16 & O-38 - OPEN SPACE TRACTS

PART II - GENERAL INFORMATION	
Exhibit E	PARCEL A-16 - PORTIONS OF LOTS 7 THRU 15 INCLUSIVE AND LOTS 156 THRU 188 INCLUSIVE

<i>PART II - GENERAL INFORMATION</i>	
Exhibit F	PARCEL A-18 - PORTION OF TRACT O-7 AND PORTION OF TRACT PARK -1

<i>PART II - GENERAL INFORMATION</i>	
Exhibit G	PARCEL A-18 - PORTION OF LOTS 90 THRU 97 INCLUSIVE

PART II - GENERAL INFORMATION	
Exhibit H	PARCEL A-21 – LAKE AREA

<i>PART II - GENERAL INFORMATION</i>	
Exhibit I	PARCEL A-7 – TRACTS O-3 & O-7

<i>PART II - GENERAL INFORMATION</i>	
Exhibit J	PARCEL A-8 - TRACTS O-14 & O-15

<i>PART II - GENERAL INFORMATION</i>	
Exhibit K	PARCEL A-9 – TRACT O-3

PART II - GENERAL INFORMATION	
Exhibit L	PARCEL A-15: LAKE TRACT W11 LAKE MAINTENANCE TRACT LM11 LAKE TRACT W13 LAKE MAINTENANCE TRACT LM13 LAKE TRACT W14 LAKE MAINTENANCE TRACT LM14

PART II - GENERAL INFORMATION	
Exhibit M	PARCEL A-18 - PORTION OF TRACTS W & LM

PART II - GENERAL INFORMATION

Exhibit N

PARCEL A-21 - TRACTS W1,W2,LM1 & LM2 LAKE AREA

PART II - GENERAL INFORMATION	
Exhibit O	PARCEL D - TRACT RBE4

<i>PART II - GENERAL INFORMATION</i>	
Exhibit P	TOWN CENTER PLAT - TRACT RW8



PALM BEACH GARDENS POLICE DEPARTMENT

“COMMITTED TO PROFESSIONAL EXCELLENCE”

DOMINICK PAPE, CHIEF OF POLICE

Permission To Install License Plate Reader Technology

I, _____ am allowing the Palm Beach Gardens Police Department and Flock Safety Group Inc. to install a License Plate Reader on my property located at;

The right-of-way (next to roadway) in the north and southbound lanes of Avenir Drive, south of Coral Isles Circle, Palm Beach Gardens, FL 33418

(PCN# [52414214110020000](#) & [52414214120020000](#))

The camera(s) will be attached to a Flock Safety Group Inc. solar pole and is the property of the Palm Beach Gardens Police Department and Flock Safety Group Inc. I understand that this Agreement is revocable by me at any time, provided that I (1) issue Flock Safety thirty (30) days written notice via email to support@flocksafety.com, and (2) allow Flock Safety to enter the Property and safely remove all Flock Hardware from the Property without interference.

Police Department Representative

Property Owner / Representative

Print: _____

Print: _____

Date: _____

Date: _____

A State and Nationally Accredited Law Enforcement Agency

10500 NO. MILITARY TRAIL • PALM BEACH GARDENS, FL 33410 • PHONE 561-799-4400 • FAX 561-799-4420

Property License Agreement

The AVENIR COMMUNITY DEVELOPMENT DISTRICT (the “District”), the owner/agent of the right-of-way (next to roadway) of the north and southbound lanes of Avenir Drive, south of Coral Isles Circle, Palm Beach Gardens, FL 33418 (PCN# [52414214110020000](#) & [52414214120020000](#)) (“Property”) represents and warrants that the District has the authority to enter into this Property License Agreement (“Agreement”) and hereby grants Flock Group Inc. (“Flock Safety”) a license to install and maintain (“Services”) a camera or cameras (“Flock Hardware”) on the Property on behalf of The City of Palm Beach Gardens Police Department (the “City”).

The District understands and acknowledges that Flock Hardware is the sole property of Flock Safety and, by signing this Agreement, represents and warrants that the District shall not tamper with or attempt to gain access to Flock Hardware nor interfere with Services.

Further, except for the District’s own gross negligence or willful misconduct, Flock Safety shall indemnify the District and hold the District harmless from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person resulting from Flock Hardware or Services, (B) damage to the Property resulting from Flock Hardware or providing Services during the ordinary course of business, and (C) any other loss or cost resulting from the performance of any work required by Flock Safety related to Flock Hardware, Services or payments by Customer to Flock Safety for work rendered.

the District understands that the Services provided by Flock Safety to the City are provided at no cost whatsoever to the District, and that this Agreement is revocable by the District at any time, provided that the District (1) issues Flock Safety thirty (30) days written notice via email to support@flocksafety.com, and (2) allows Flock Safety to enter the Property and safely remove all Flock Hardware from the Property without interference.

Signed,

[Virginia Cepero, Chairperson](#)
[Avenir Community Development District Board of Supervisors](#)
[2501A Burns Road](#)
[Palm Beach Gardens, FL 33410](#)
[561-630-4922](#)

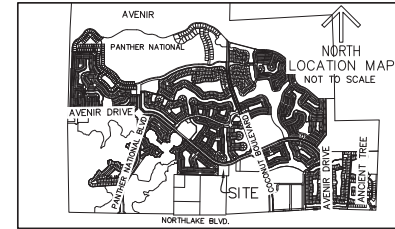
Dated: August ____, 2024

Customer to add: Flock Location Site Reference: Sites F#018 & F#034

AVENIR – CHARTER SCHOOL

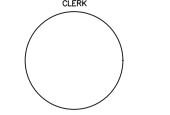
BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBES, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 – (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 JULY 2024



STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2024 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ THROUGH _____
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 1 OF 2



DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR – CHARTER SCHOOL", BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBES, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 THROUGH 109 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88° 34' 05" WEST, A DISTANCE OF 432.88 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01° 06' 43" EAST, A DISTANCE OF 541.71 FEET TO A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02° 04' 05" HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 40.78 FEET AND WHOLE LONG CHORD BEARS SOUTH 75° 25' 03" EAST FOR A DISTANCE OF 40.78 FEET; THENCE, NORTH 33° 13' 34" WEST, A DISTANCE OF 50.67 FEET TO A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 07' 20" HAVING A RADIUS OF 1090.00 FEET, HAVING AN ARC DISTANCE OF 154.50 FEET, AND WHOLE LONG CHORD BEARS SOUTH 78° 13' 34" EAST FOR A DISTANCE OF 154.30 FEET; THENCE, SOUTH 56° 46' 26" WEST, A DISTANCE OF 50.67 FEET TO A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 18' 18" EAST FOR A DISTANCE OF 410.96 FEET; THENCE, NORTH 57° 43' 49" WEST, A DISTANCE OF 413.26 FEET, AND WHOLE LONG CHORD BEARS NORTH 89° 31' 18" EAST FOR A DISTANCE OF 410.96 FEET; THENCE, NORTH 57° 43' 49" WEST, A DISTANCE OF 59.67 FEET TO A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07° 30' 14" HAVING A RADIUS OF 1090.00 FEET, HAVING AN ARC DISTANCE OF 145.61 FEET, AND WHOLE LONG CHORD BEARS NORTH 77° 30' 15" EAST FOR A DISTANCE OF 145.50 FEET; THENCE, SOUTH 29° 57' 47" WEST, A DISTANCE OF 50.80 FEET TO A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 18' 05" HAVING A RADIUS OF 1130.00 FEET, HAVING AN ARC DISTANCE OF 25.67 FEET, AND WHOLE LONG CHORD BEARS NORTH 75° 06' 31" EAST FOR A DISTANCE OF 25.67 FEET; THENCE, SOUTH 01°06'43" WEST, A DISTANCE OF 556.49 FEET; THENCE, NORTH 88° 34' 05" WEST, A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.462 ACRES, MORE OR LESS.

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

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED TO SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY THEREOF, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE DEVELOPMENT AND SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

2. TRACTS "RW1" AND "RW2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "RW1" AND "RW2" AN EASEMENT OVER THE TRACTS "RW1" AND "RW2", AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCOMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

3. TRACT "W1", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. TRACT "L1M1", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADDING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

5. A BLANKET EMERGENCY ACCESS EASEMENT, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADDING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS.

6. THE SEACOST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON, AND DESIGNATED AS "SUMA", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCOMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.

7. THE LANDSCAPE BUFFER EASEMENT – PLANNED COMMUNITY DEVELOPMENT DESIGNATED AS "LBE-POD", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCOMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

8. THE LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LBE", AS SHOWN HEREON, ARE HEREBY DEDICATED TO SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCOMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.

9. A BLANKET EMERGENCY ACCESS EASEMENT, IS HEREBY DEDICATED TO THE CITY OF PALM BEACH GARDENS FOR PEDESTRIAN AND EMERGENCY VEHICLE ACCESS TO ALL ON-SITE FACILITIES BY EMERGENCY PERSONNEL. LANDS ENCOMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

13. DRAINAGE EASEMENTS DESIGNATED AS "DE", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

14. INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WITHIN THIS PLAT: AVENIR DRIVE (A/A/A SPINE ROAD 4, 5A/5B, AND 7 ON THE AVENIR POD MASTER PLAN), COCONUT BOULEVARD (A/A/A SPINE ROAD 1,2 AND 3 ON THE AVENIR POD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/A/A SPINE ROAD 6 AND 8 ON THE AVENIR POD MASTER PLAN) ARE DEDICATED FOR PUBLIC ACCESS AND RIGHT-OF-WAY USE IN PERPETUITY. ACCORDINGLY, TRAVEL ON AND ACCESS TO AVENIR DRIVE, COCONUT BOULEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

SCHOOL DEVELOPMENT AVENIR, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY,
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

IN WITNESS WHEREOF, THE ABOVE NAMED SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS _____ DAY OF _____, 2024.

SCHOOL DEVELOPMENT AVENIR, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS:
 PRINT NAME: _____ BY: _____
 _____ MANAGER
 WITNESS:
 PRINT NAME: _____

SCHOOL DEVELOPMENT AVENIR, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY.
 ACKNOWLEDGEMENT:
 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 _____, 2024, BY _____ MANAGER, ON BEHALF OF SCHOOL DEVELOPMENT AVENIR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, THIS _____ DAY OF _____, 2024.

WITNESS: _____ AVENIR COMMUNITY DEVELOPMENT DISTRICT
 PRINT NAME: _____ BY: VIRGINIA CEPERO
 _____ CHAIRMAN

WITNESS:
 PRINT NAME: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 ACKNOWLEDGEMENT:
 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 _____, 2024, BY VIRGINIA CEPERO, CHAIRMAN 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 AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2024.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:
 STATE OF FLORIDA
 COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2024.

BY: _____
 NAME:
 MAYOR

ATTEST: _____
 PATRICIA SNIDER, CMC
 CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2024.

BY: _____
 TODD ENGLE, P.E.
 CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:
 THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

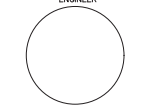
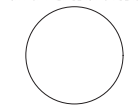
THIS _____ DAY OF _____, 2024.

PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

CITY OF PALM BEACH GARDENS

REVIEWING



SURVEYOR'S CERTIFICATE:
 THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(17), F.S. HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(18) WILL BE PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

DATE: AUGUST 1, 2024

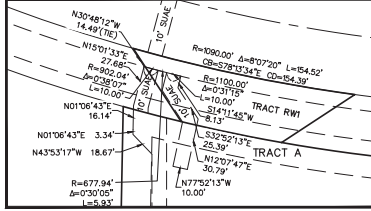
RONNIE L. FURNISS
 PROFESSIONAL SURVEYOR MAPPER #6272
 STATE OF FLORIDA

CAULFIELD AND WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434
 (561)392-1991
 CERTIFICATION OF AUTHORIZATION NO. LB 3591

SURVEYOR



TIES TO UTILITY EASEMENTS

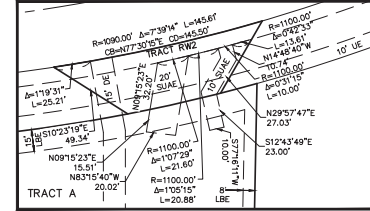


AVENIR - CHARTER SCHOOL

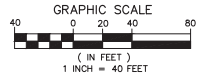
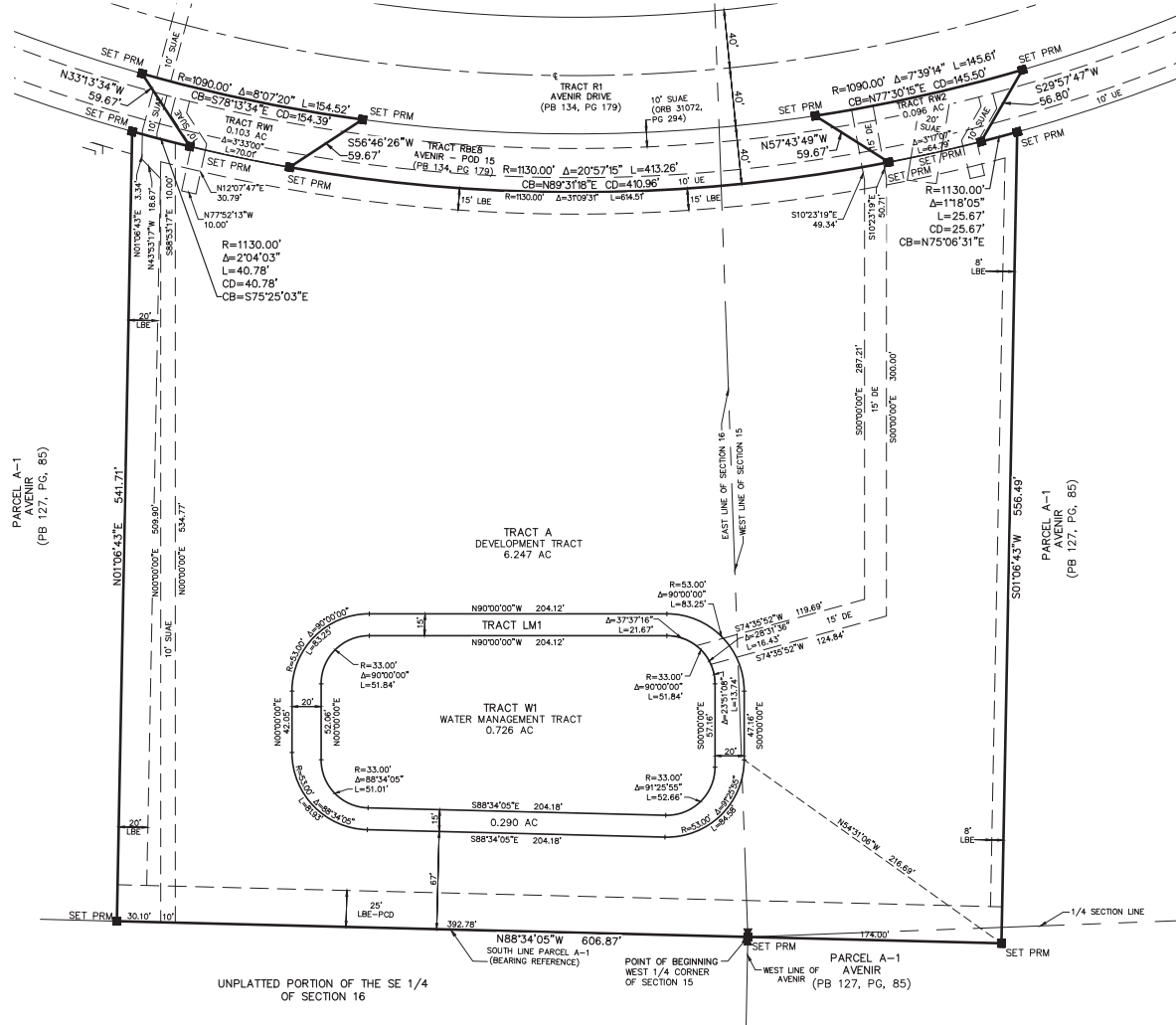
BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE8, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 15 AND 16, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 JULY 2024

TIES TO UTILITY EASEMENTS



SHEET 2 OF 2



- LEGEND/ABBREVIATIONS**
- C = CENTERLINE
 - Δ = DELTA (CENTRAL ANGLE)
 - AC = ACRES
 - CB = CHORD BEARING
 - CD = CHORD DISTANCE
 - DE = DRAINAGE EASEMENT
 - L = ARC LENGTH
 - LB = LICENSED BUSINESS
 - LBE = LANDSCAPE BUFFER EASEMENT
 - O.R.B. = OFFICIAL RECORD BOOK
 - PB = PLAT BOOK
 - PCD = PLANNED COMMUNITY DEVELOPMENT
 - PG = PAGE
 - R = RADIUS
 - (R) = INDICATES RADIAL LINE
 - RB = INDICATES RADIAL BEARING
 - RBE = ROADWAY BUFFER EASEMENT
 - SF = SQUARE FEET
 - SUAE = SEACOAST UTILITY AUTHORITY EASEMENT
 - UE = UTILITY EASEMENT
 - PRM = DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 7/8" IRON ROD WITH CAP STAMPED
 - ⊕ DENOTES PERMANENT CONTROL POINT
 - ⊙ 1/4 SECTION CORNER
 - ⊗ SECTION CORNER

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this ____ day of December 15th, 2022 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **SPF UNDERGROUND UTILITIES, INC.**, a Florida Corporation (herein called "Contractor") whose address is 1220 SW Dyer Point Road, Palm City, FL 34990 agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permits, etc. as needed to perform all Work described in section 2 hereof for:

AVENIR BYPASS ROAD – UNDERGROUND DRY UTILITIES

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the General Conditions, Plans and Specifications, and Addenda. The Contractor agrees that he has examined the site of the Project and the plans & specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the plans and specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, surveying, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

Attachment "A" - Scope of Work
Attachment "B" – Contract Documents

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner’s Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable

Owner_____ Contractor_____

to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Two Hundred Twenty Five Thousand Dollars and Zero Cents (\$225,000.00)** subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" of the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 20th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 20 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

Owner_____ Contractor_____

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

Owner_____ Contractor_____

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$2,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$2,000,000 each accident/\$2,000,000 disease-each employee/\$2,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$5,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies

Owner _____ Contractor _____

endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

- 6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

- 7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

- 8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be

Owner_____ Contractor_____

performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.
- E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase

Owner_____ Contractor_____

in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract.

- F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

- G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

- H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes, and will be of good quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

Owner_____ Contractor_____

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default (“Event of Default”) by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor’s obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact,

Owner_____ Contractor_____

and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

- L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

- M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

Owner _____ Contractor _____

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: SPF UNDERGROUND UTILITIES, INC.
1220 SW Dyer Point Rd.
Palm City, FL 34990
Attn: Scott Fruggiero

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full

Owner_____ Contractor_____

amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05 Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

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

Owner_____ Contractor_____

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

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

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

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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the CDD may immediately terminate this Agreement for cause if the Contractor is found to have
Owner_____ Contractor_____

(1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY:

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

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

Owner_____ Contractor_____

WITNESSES:

Print
Name: _____

Print
Name: _____

WITNESSES:

Print
Name: _____

Print
Name: _____

OWNER:

AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special-purpose
government organized under the provisions
of Chapter 190 Florida Statutes

By: _____
Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

CONTRACTOR:

SPF UNDERGROUND UTILITIES, INC., a Florida
corporation

By: _____
Name: Scott Fruggiero
Title: President

Dated: _____

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, surveying, permits, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

- Prepare, submit and process applications as necessary to obtain building permit from the City of Palm Beach Gardens Building Department as required to perform the Work.
- Contractor required to take densities while backfilling the trenches as required by Geotechnical Engineer to certify the compaction of the fill. Contractor to backfill trenches with structural material (material not having more than 5% organic content).
- Install all dry utilities required improvements for the construction of the backbone system.
- Process documents required to final inspection and permit closeout.
- All material shall be warranted for a period of one (1) year after final inspection is obtained.

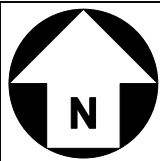
Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting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

Work includes the cost of cost of the densities and testing required to certify the completion of the Work. Contractor to coordinate with testing lab and Owner the required inspections and testing as necessary to obtain final certification of the required improvements. Cost of payment and performance bond shall also be provided.

Owner_____ Contractor_____

ATTACHMENT "B"
CONTRACT DOCUMENTS

Owner_____ Contractor_____



Legend:

- New Street Light Pole -----
- New Hand-Hole -----
- New UG PVC & Cable -----
- New Streetlight -----
- New PMTX -----
- New 10ft Easement -----

FEEDER: ACREAGE (06761)

EASEMENT WILL BE REQUIRED

SALES REP: DEIGO FEBRES

- INACCESSIBLE
- 13 kV
- FUTURE 23 kV
- 23 kV
- SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
<input type="checkbox"/>	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
<input type="checkbox"/>	AREA 17,500L 4000K BLACK	150K	4000K	2
<input type="checkbox"/> A	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
<input type="checkbox"/> B	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
<input type="checkbox"/> C	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A </td <td>2</td>	2

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PAGE-6	PAGE-7	PAGE-8
PAGE-10	PAGE-11	PAGE-2

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT - BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Telephone Co. Job No. _____		Drawn by: xxx Check by: Dwg No. 1 OF 11	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E.		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		WR ##### Page 102 ###	



CONSTRUCTION NOTES:

LOC 1 – 5: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

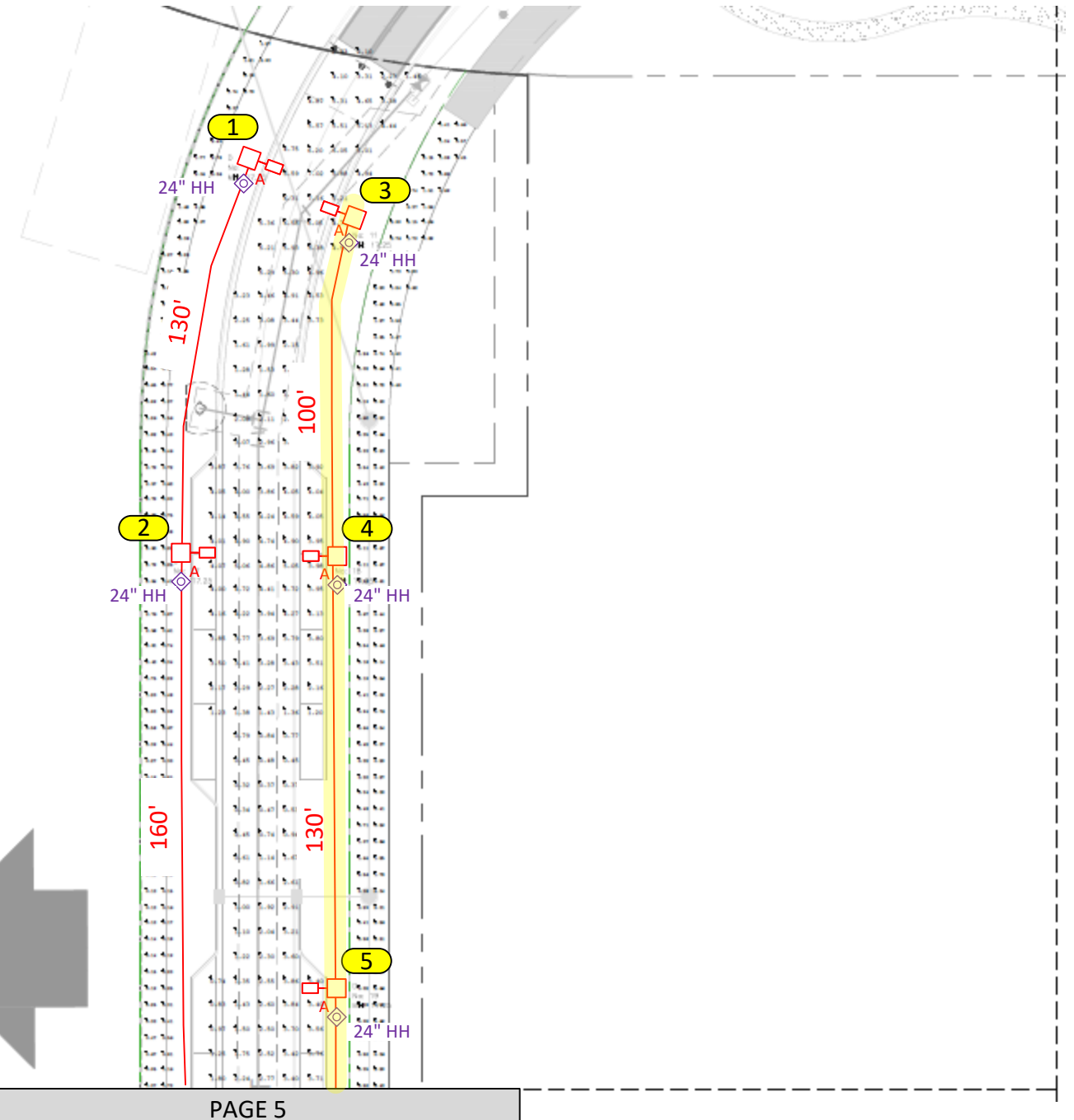
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-‘CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V’ ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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PAGE-3	PAGE-4	PAGE-5
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PAGE-10	PAGE-11	

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL WEST PALM BEACH, FL 33412 INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24 Drawn by: xxx Check by: Dwg No. 2 OF 11	
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. ## TWP. ## S.R. ## E. ##	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: WR #####		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY

CONSTRUCTION NOTES:

LOC 6 – 9: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC A: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

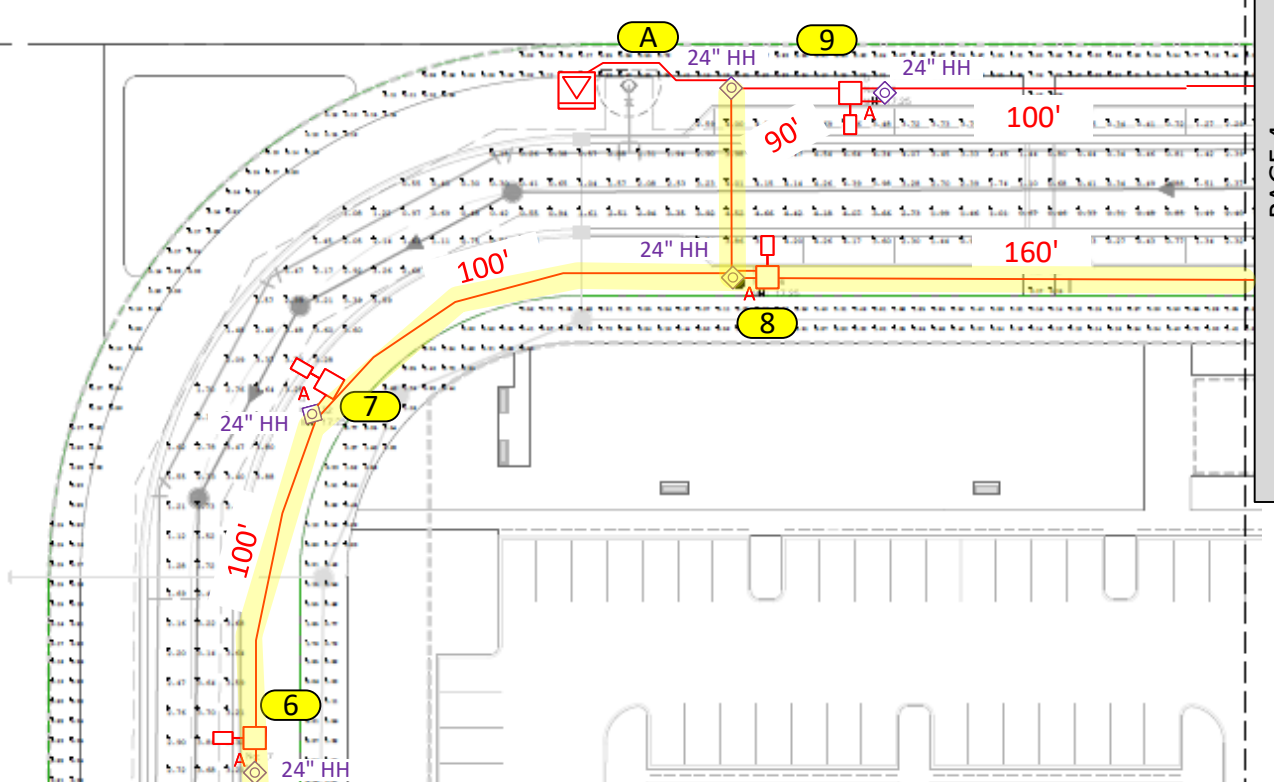
-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

PHASE 2
HOTEL
15 / 13 STORY

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	PAGE-8	PAGE-9
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Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No.	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E.		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:		WR #####		Page 104 ###	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY

CONSTRUCTION NOTES:

LOC 10 – 20: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC B: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

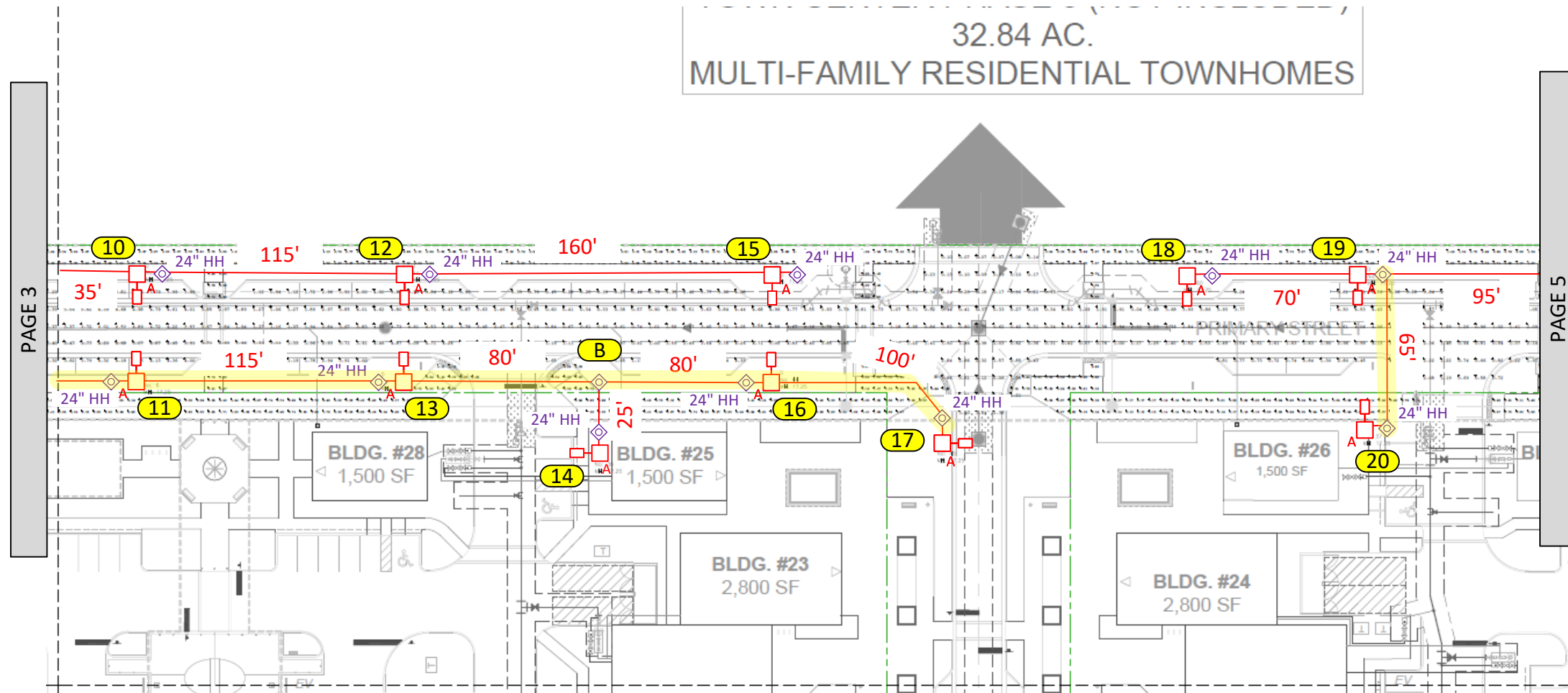
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

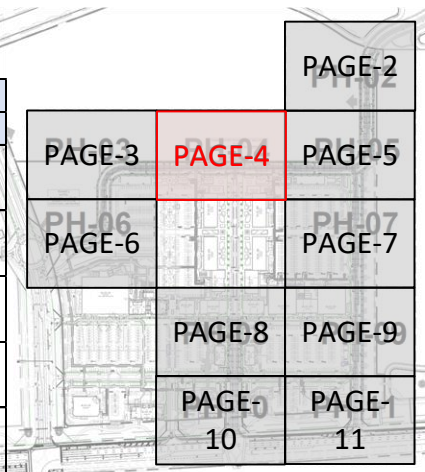
- 'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		WR #####		Page 105 ###	



CONSTRUCTION NOTES:

LOC 21 – 32: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

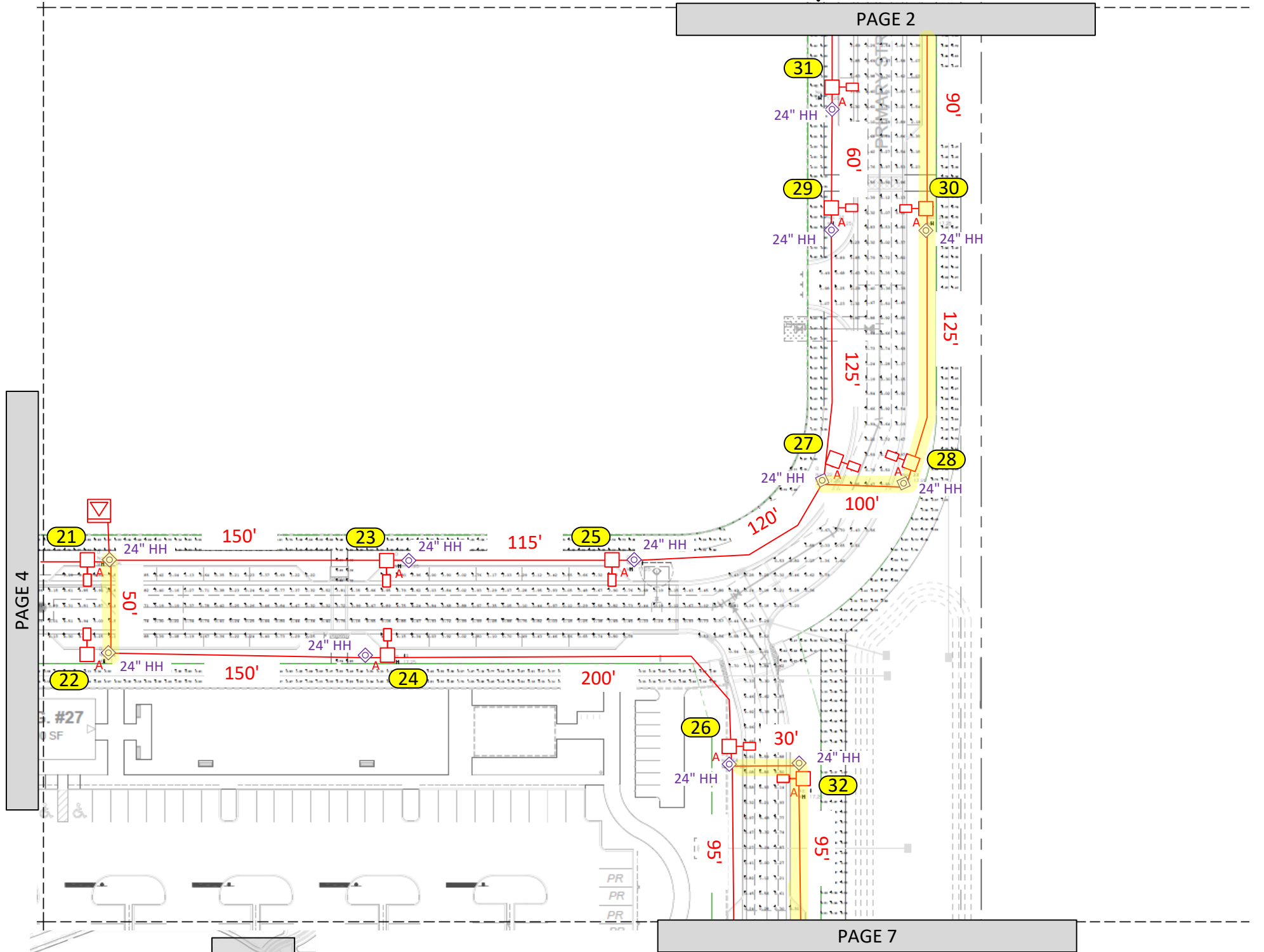
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

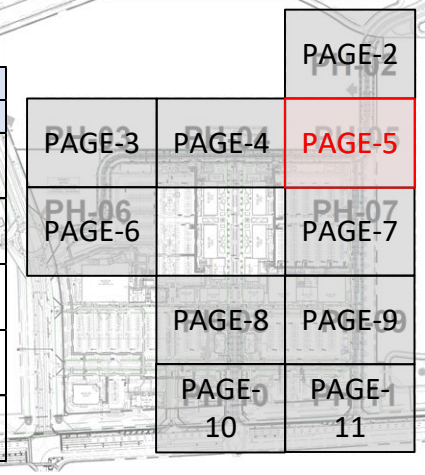
-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No.	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:		WR #####		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
						Drawn by: xxx Check by: Dwg No. 5 OF 11	
						Rural Location Sec. ## TWP. ## S.R. ## E. ##	
						SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
						WR #####	



CONSTRUCTION NOTES:

LOC 33 – 36: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC 34: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 14' 6" (10' MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

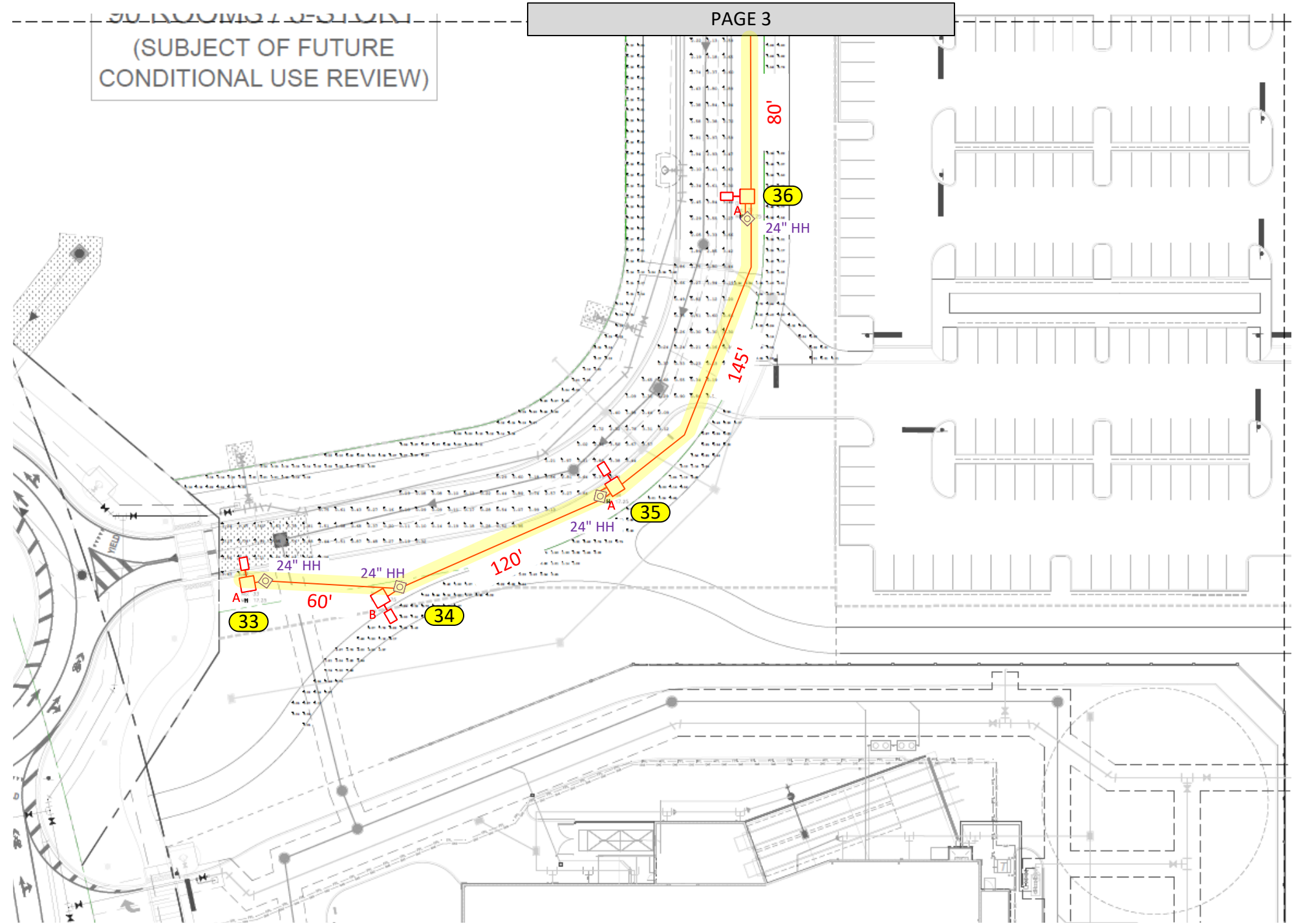
-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-‘CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V’ ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

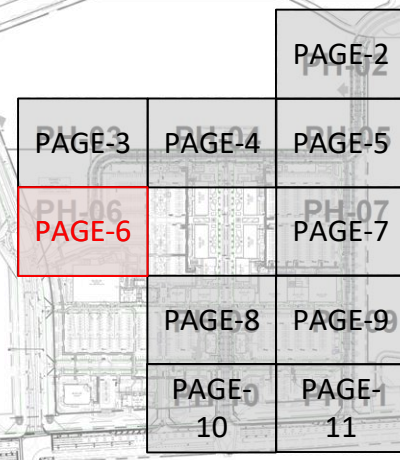
-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

- INACCESSIBLE
- 13 kV
- FUTURE 23 kV
- 23 kV
- SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No.	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR #####	
Designed by: NICHOLAS A HERNANDEZ				Date: 04/30/24			
Drawn by: xxx				Check by: _____ Dwg No. 6 OF 11			
Rural Location Sec. ##				TWP. ## S.R. ## E. ##			
SCALE: N.T.S				St. Lt MAP No. Pri Map No. MAP#			
				Page 10/7			



CONSTRUCTION NOTES:

LOC 37 – 42: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

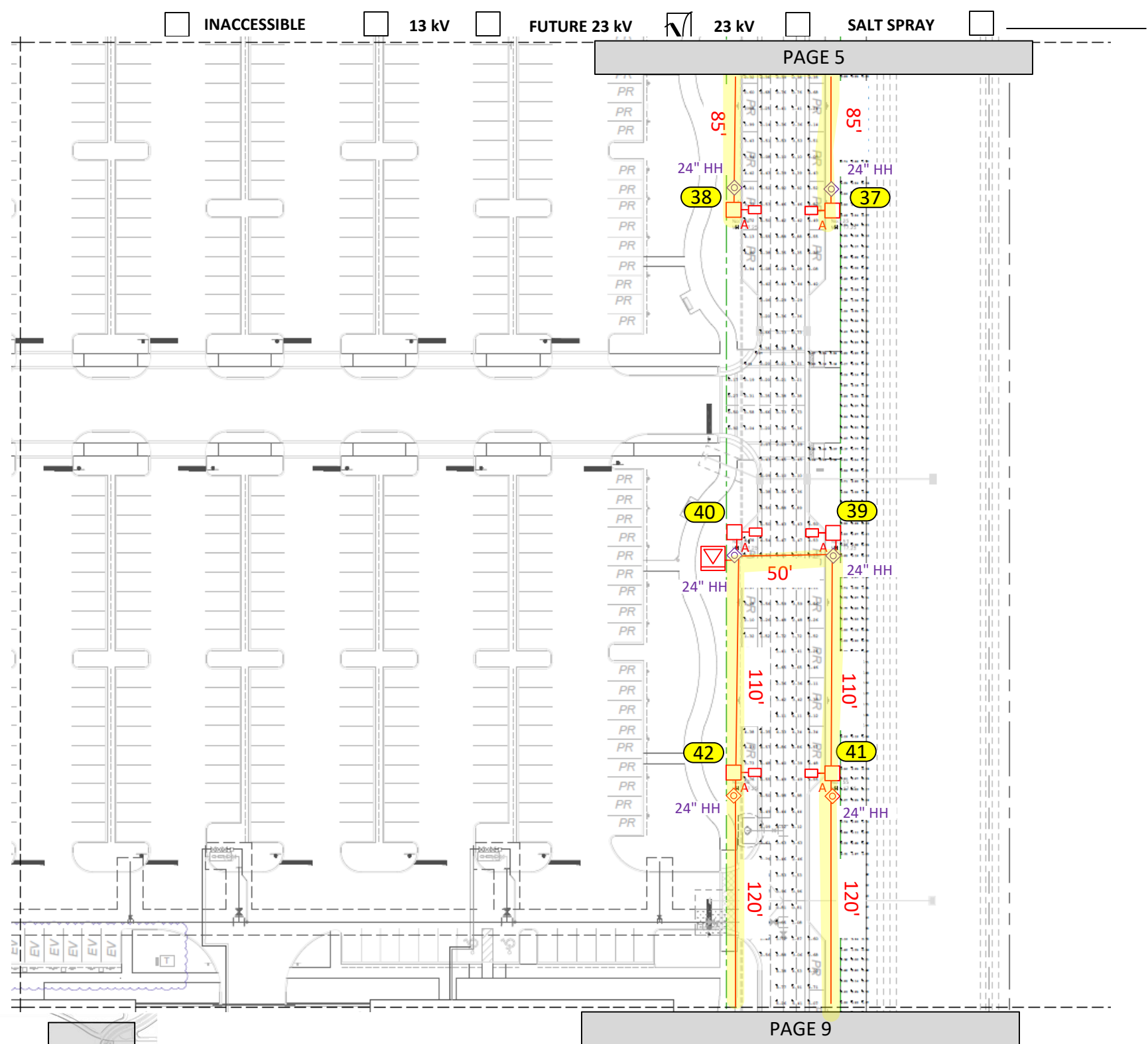
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

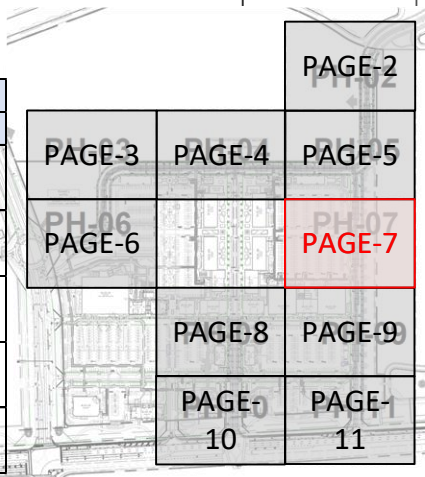
-‘CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V’ ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____ Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Designed by: NICHOLAS A HERNANDEZ		Date: 04/30/24	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Drawn by: xxx		Check by: _____ Dwg No. 7 OF 11	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		Rural Location Sec. ## TWP. ## S.R. ## E. ##		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
				WR #####		Page 108 ###	



CONSTRUCTION NOTES:

LOC 43 – 47: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

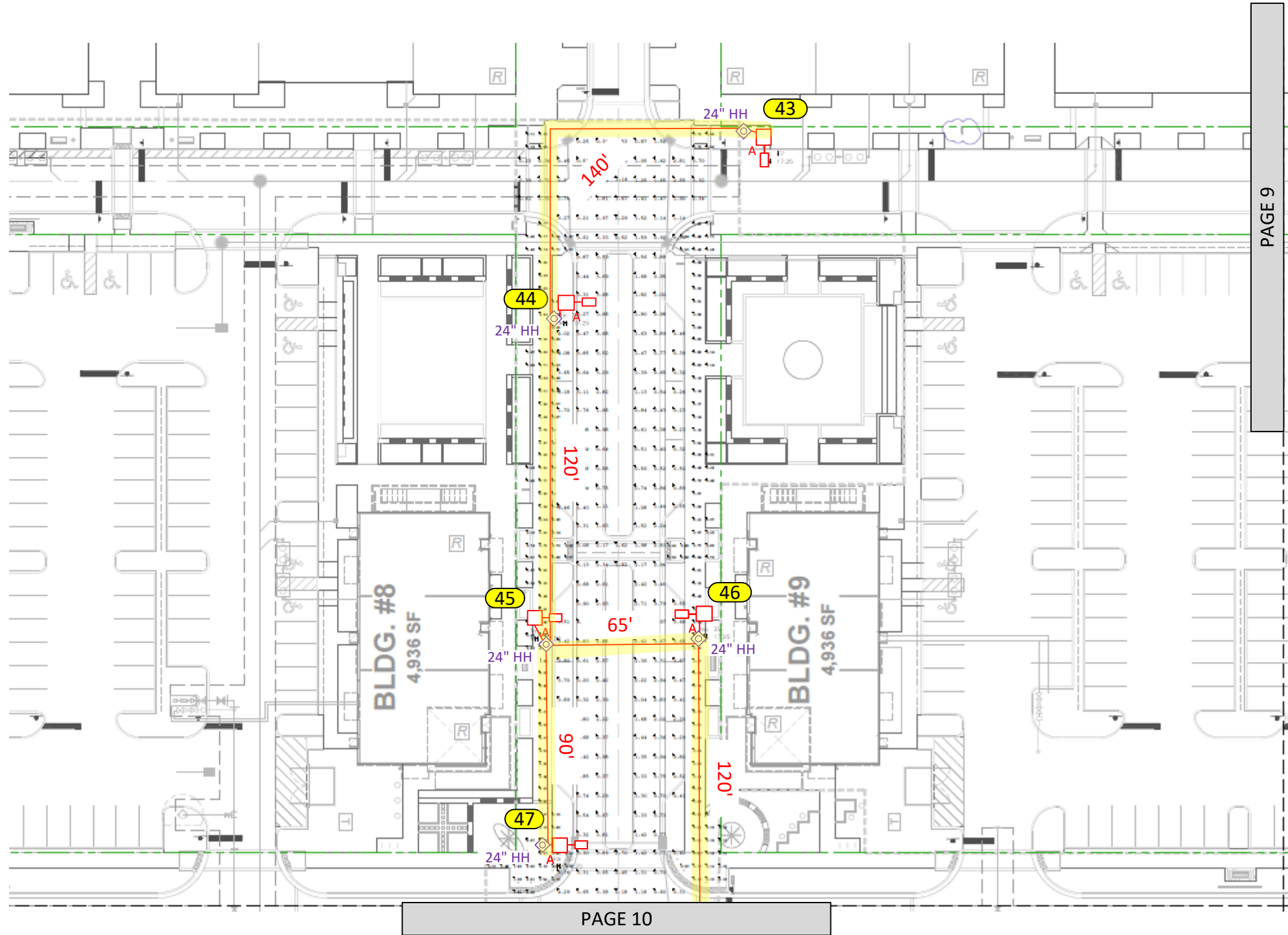
-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

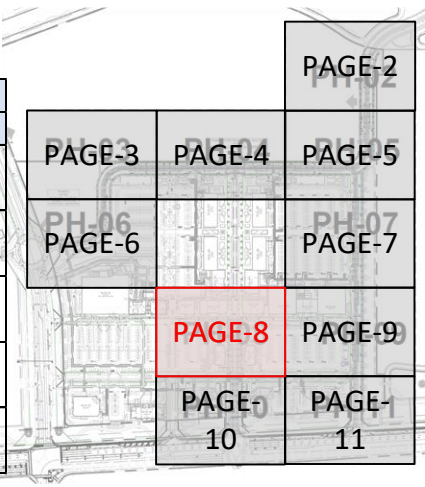
INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY



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Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		WR #####	



CONSTRUCTION NOTES:

LOC 48 – 54: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

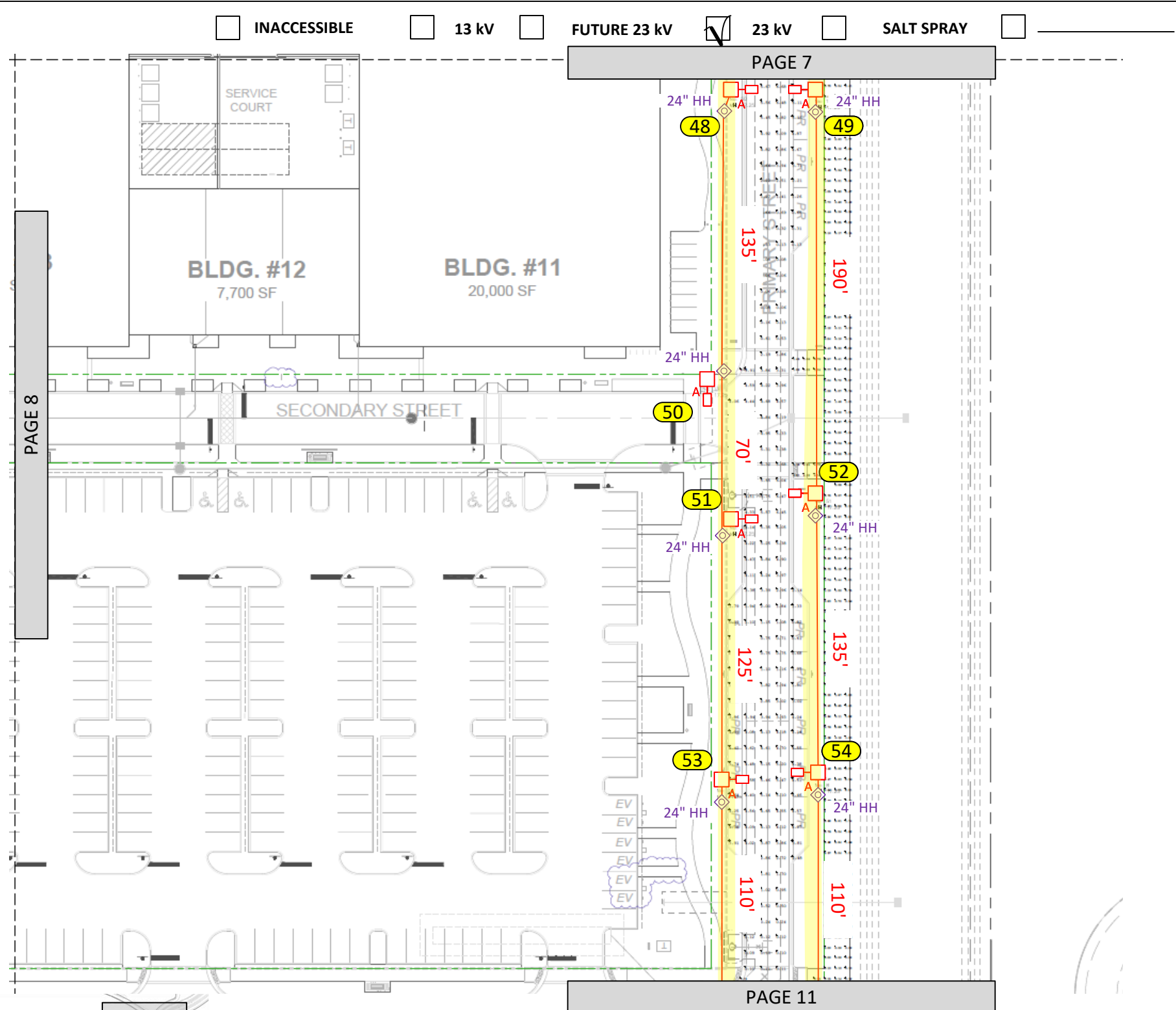
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

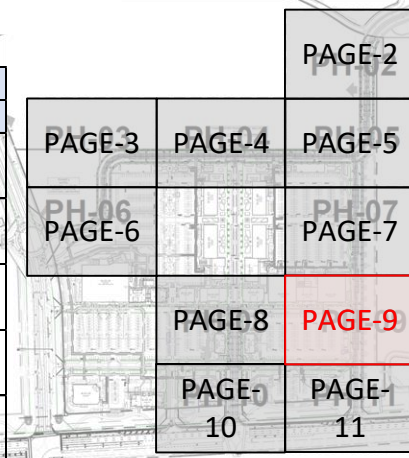
-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		WR #####		Page 10 of 11	



CONSTRUCTION NOTES:

LOC 55 – 56: FPL TO INSTALL AREA 17,500L 4000K ON BLACK TAPERED CONCRETE 33' (24' MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC C: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

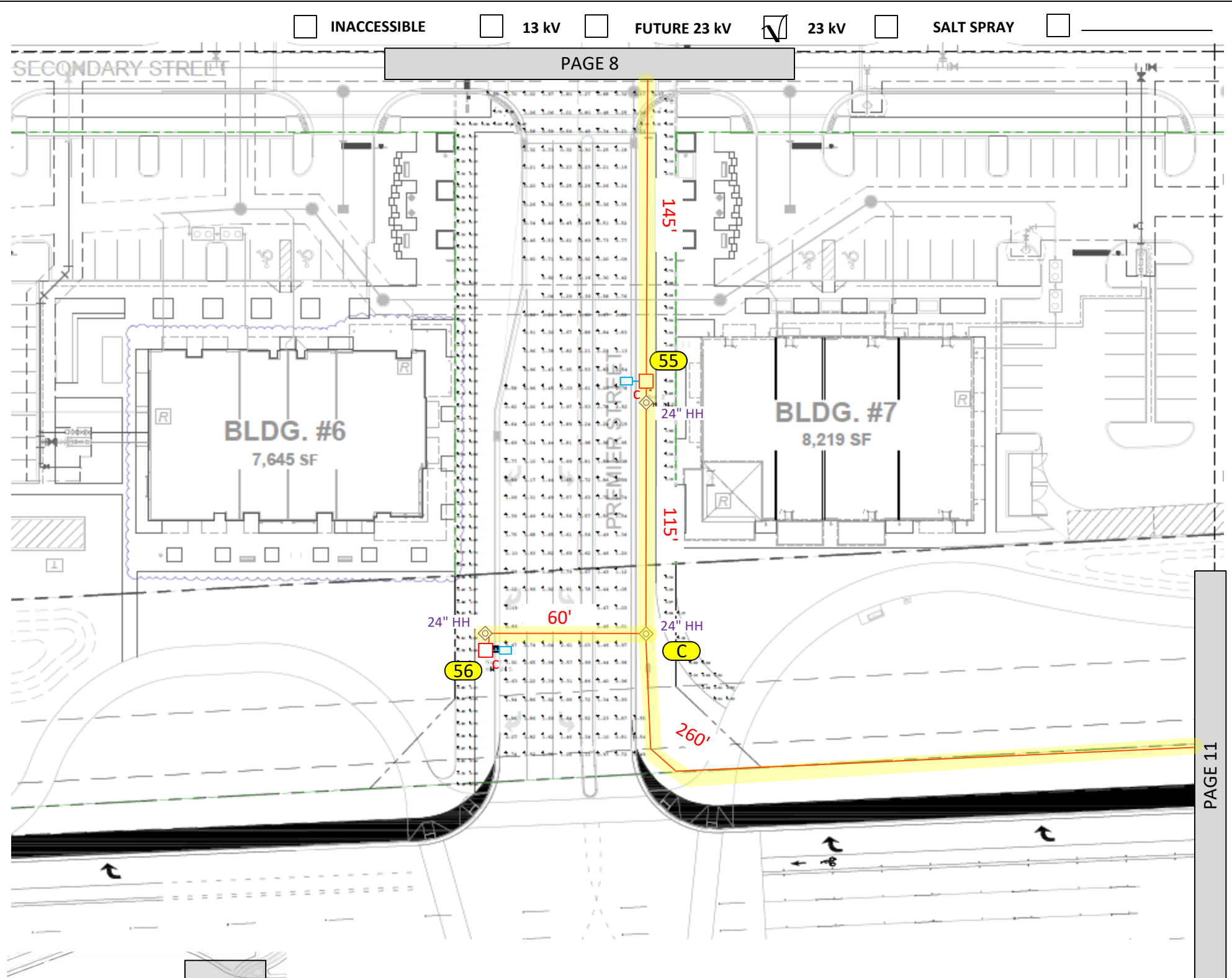
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

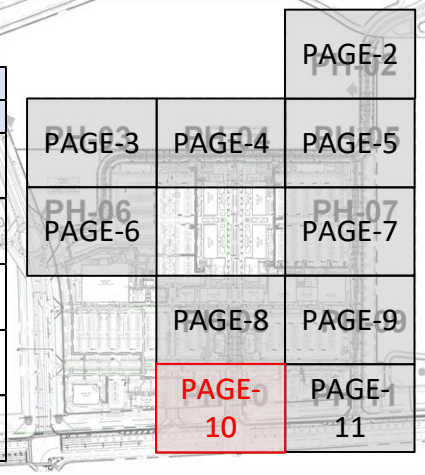
- 'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

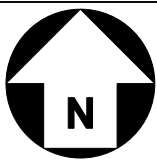


Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		SCALE: N.T.S St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		WR #####		Page 11/11	

PAGE 11



CONSTRUCTION NOTES:

LOC 57 – 60: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

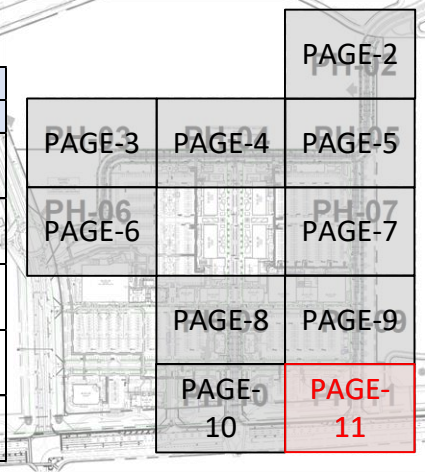
-‘CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V’ ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PERMIT REQ'D City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E. ##		Designed by: NICHOLAS A HERNANDEZ Date: 04/30/24	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		WR #####	

**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**



AVENIR

**MASTER TRUST INDENTURE
ENGINEER'S REPORT
FISCAL YEAR 2024**

Prepared for:
Board of Supervisors
Avenir Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.
3564 N. Ocean Boulevard
Fort Lauderdale, FL 33308
(954) 491-7811

Project Number:
201622

August 2024

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PART I: INTRODUCTION

Pursuant to the Master Trust Indenture between the Avenir Community Development District (the "District") and Regions Bank (the "Trustee") relating to the Avenir Community Development District Special Assessment Bonds (the "Bonds"), this Engineer's Report for Fiscal **Year 2024** (the "Report") was prepared by Ballbé & Associates, Inc., (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the District, for the purposes of inspecting any portions of the **Avenir Assessment Area One, Avenir Assessment Area Two and Avenir Assessment Area Three** (the "Project") lands owned by the District and provide the following information:

- (i) Report its findings as to whether such portions of the Project owned by the District have been maintained in good repair, working order and condition.
- (ii) Provide its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year.
- (iii) Provide an estimate of the amount of money necessary for such purpose.

The District is located in the City of Palm Beach Gardens (the "City"), Palm Beach County, Florida and was established pursuant to Chapter 190, Florida Statutes, for the development of the public infrastructure and required public improvements to service the Avenir Planned Community Development (the "Development") and to provide for the acquisition, financing, long term administration and management of such public infrastructure improvements. Avenir Development, LLC (the "Developer") is managing the construction of the improvements in the Project on behalf of the District.

Information provided in this Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: GENERAL PROPERTY INFORMATION

A. Location

The District is located in the City of Palm Beach Gardens (the “City”), more particularly described as being situated North of Northlake Boulevard, South of Beeline Highway, East of Grapeview Boulevard and West of Stonewall Drive. The land lies the following sections:

Township, Range	Section Number
Township 42 South Range 41 East	4,8,9,10,14,15,16,17
Township 41 South Range 41 East	28,23
Total District Area =	2,427.50 Acres

For a depiction of the District's boundary please refer to **Exhibit 1**.

B. General Information

The District's property consists of approximately 2,427.50 gross acres which will be subdivided into several parcels for the uses specified above, along with the required roadways, lakes and landscape buffers depicted in the master plan. A large portion of the site is clear of vegetation and is currently being used for farming purposes. The balance of the site consists of environmentally sensitive lands and upland areas which have not been cleared.

C. Assessment Area One General Information

The District Special Assessment Bonds, Series 2018-1 & 2018-2 (Assessment Area One Project), the District Special Assessment Bonds, Series 2018-3 (Clubhouse Project) and the District Special Assessment Bonds, Series 2019-1 (Parcels A6-A9 Project) are herein collectively referred to as the “Bonds”. Proceeds from the Bonds are being used to fund the construction of the Project and the Clubhouse.

Please refer to **Exhibit 2** attached showing the limits of Assessment Area One. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal **Year 2024** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Master water management system – lakes	Complete	District
2	Master water management system – lake interconnects	Complete	District
3	Spine Road Phase One – water distribution and sewage collection system	Complete	Seacoast Utility Authority
4	Spine Road Phase One – lift stations and transmission system	Complete	Seacoast Utility Authority
5	Spine Road Phase One – drainage system, paving, sidewalks and related work	Complete	District
6	Spine Road Phase One – landscape and irrigation	Complete	District
7	Spine Road Phase One – streetlights and dry utilities	Complete	Florida Power & Light
8	Spine Road Phase One – entry features	Complete	District
9	Mecca Water Main Extension Canal Aerial Crossing Mecca Water Main Extension	Complete	Palm Beach County Water Utilities Department Seacoast Utility Authority
10	Clubhouse	Complete	District
11	Avenir Phase One Mitigation Environmental Restoration	Complete	District

D. Parcel A-4 Sub-Assessment Area General Information

Below please find the planned use for the Project within the corresponding Parcel A-4 Sub-Assessment Area within Assessment Area One:

Parcel I.D.	Product/Use	No. of Units
A-4	80'x140' residential lot	107
Total Number of Units =		107

The infrastructure improvements required for the Parcel A-4 Sub-Assessment Area (refer to **Exhibit 3**) consist of public improvements, community facilities and basic infrastructure needed to serve that sub assessment area. Said improvements are being funded by the District by the issuance of its Special Assessment Bonds, Series 2019B Bonds (the “Tax Exempt Bonds”) and by the issuance of its Taxable Special Assessment Bonds, Series 2019B Bonds (the “Taxable Bonds”), collectively referred as the “Series 2019-B Bonds.”

Following please find a brief description of the improvements under construction in Fiscal **Year 2024** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Water management system	Complete	District
2	Water Distribution and Sewage Collection System	Complete	Seacoast Utility Authority
3	Landscape & Irrigation Common Areas	Complete	District/HOA
4	Walls, Hardscape & Sidewalks Common Areas	Complete	District/HOA

E. 2021 Assessment Area Two - General Information

Below please find the parcels within the Assessment Area Two – 2021A Project Area and the planned uses that will benefit from the Assessment Area Two – 2021A Project:

Parcel I.D.	Product/Use	No. of Units
A-10 & A-11	70' wide residential	172
	80' wide residential	101
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18	80' wide residential	110
A-20	55' wide residential	78
	65' wide residential	68
A-21	80' wide residential	128
Golf Course	Recreational	217.57 acres
Charter School	Educational	7.263 acres
TOTALS =		1,437 units 889.96 acres

The District issued Special Assessment Bonds for the Assessment Area Two – 2021A Project in one or more series (herein, the “2021A Bonds”) to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 4** attached showing the limits of Assessment Area Two. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal Year 2024 along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	In Progress	District
2	Master drainage system and drainage pump station	Complete	District
3	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
4	Water distribution system	In Progress	Seacoast Utility Authority
5	Roadways including related land acquisition	Land acquisition complete Roadway in progress	District
6	Open space and recreation areas, including land acquisition	In Progress	District
7	Landscaping, irrigation, entrance features, hardscapes	In Progress	District
8	Conservation area mitigation	In Progress	District

The District issued the 2021B Bonds for the Assessment Area Two – 2021B Project in one or more series to finance land acquisition. The 2021B Bonds were secured by all the assemble lands within Assessment Area Two but excluding Parcels A-12, A-13 and A-14, and excluding the Golf Course Parcel and the Charter School Parcel (herein the “Assessment Area Two – 2021B Project Area”).

F. Special Assessment Bonds (Panther National Residential Project) – General Information

In addition to the above listed improvements, the District issued bonds to fund the estimated costs for the public infrastructure for Panther National

Assessment Area described below:

<u>Parcel I.D.</u>	<u>Product/Use</u>	<u>No. of Units</u>
<u>A-12 (PN)</u>	<u>90' wide residential</u>	<u>139</u>
<u>A-13 (PN)</u>	<u>125' wide residential</u>	<u>12</u>
	<u>175' wide residential</u>	<u>15</u>
<u>A-14 (PN)</u>	<u>125' wide residential</u>	<u>43</u>
	<u>175' wide residential</u>	<u>9</u>
<u>TOTALS =</u>		<u>218 units</u> <u>139.09 acres</u>

Following please find a brief description of the improvements under construction in Fiscal **Year 2024** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system	Complete	District
2	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways (surface water management and drainage related items only)	In Progress	District

G. Assessment Area Three - General Information

Below please find the parcels within the Assessment Area ~~Two-ThreePhase Three – 2022A Project Area~~ and the planned uses that benefit from the Assessment Area ~~Two-ThreePhase Three – 2023A Project~~:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17	65' wide residential	125
A-19	65' wide residential	135
Parcel "D"	Professional Office/Medical	97.44 acres
Parcel "H"	Agriculture	11.43 acres
Parcel "J-East"	Professional Office	7.52 acres
Parcel "J-West"	Professional Office	14.23 acres
TOTALS =		751 units 130.62 acres

The District issued Special Assessment Bonds for the Assessment Area Three – 2023 Project in one or more series (herein, the "2023 Bonds") to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 5** attached showing the limits of Assessment Area Three. The Development is being constructed in phases. Following please find a brief description of the improvements under construction in Fiscal **Year 2024** along with the status and ownership/maintenance responsibility:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	In Progress	District
2	Wastewater collection/transmission	In Progress	Seacoast

	system		Utility Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways including related land acquisition	Land acquisition complete Roadway in progress	District
5	Open space and recreation areas, including land acquisition	In Progress	District
6	Landscaping, Irrigation, Entrance Features, Hardscapes	In Progress	District
7	Wetlands Mitigation and Conservation	In Progress	District

PART III: PUBLIC PLANNED IMPROVEMENTS UPDATE

Following is a summary of the status of the Project pursuant to the inspections performed by the District Engineer on behalf of the District:

1. Master Water Management System – Lakes

The surface water management system for Assessment Area One, Two and Three consists of a series of lakes interconnected with pipes and a drainage pump station that will discharge the generated runoff to the preservation and restoration areas. Surface water runoff is conveyed to a primary collector ditch located along the east boundary of the site and flows north along the east boundary to the north property line then to the west along the north property line until it reaches the existing control structure adjacent to the C-18 Canal.

The District has purchased most of the master lake tracts within the three Assessment Areas.

Inspection Report Assessment Area One:

All of the master lakes, the lakes owned by the District within the parcels within Assessment Area One have been constructed in accordance to the permitted plans with the exception of the lake in the Palm Beach Gardens Economic Development Parcel. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

Inspection Report Assessment Area Two:

Approximately 80% of the lakes within Assessment Area Two have been completed. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

The drainage pump station has been constructed and is being operated and maintained by the District.

The District's contractor is in the process of installing lake interconnects and has disturbed the lake banks in a couple areas; the lake bank in these areas will be restored when the lake interconnects are completed.

Inspection Report Assessment Area Three:

Approximately 40% of the lakes within Assessment Area Three have been completed. All completed lake banks are properly graded (verified by

lake slope as-builts), have been sodded and are being maintained by the District.

The District's contractor is in the process of finalizing the installation of the lake interconnects and has disturbed the lake banks in a couple areas; the lake bank in these areas will be restored when the lake interconnects are completed.

2. Master Water Management System – Lake Interconnects

The master lakes and the lakes owned by the District within the parcels are interconnected with drainage pipes and endwalls.

Inspection Report Assessment Area One:

All of the lake interconnects within Assessment Area One have been constructed in accordance to the permitted plans and certified to the South Florida Water Management District. The lake interconnects are being maintained by the District.

Inspection Report Assessment Area Two:

Approximately 80% of the lake interconnects within Assessment Area Two have been installed and the installation of the remaining lake interconnects is in progress and been inspected by our office. None of the completed work has been certified to the permitting agencies.

Inspection Report Assessment Area Three:

Approximately 40% of the lake interconnects within Assessment Area Two have been installed and the installation of the remaining lake interconnects is in progress and been inspected by our office. None of the completed work has been certified to the permitting agencies.

3. Spine Roads Construction – Water Distribution and Sewage Collection System

The Project is located within the Seacoast Utility Authority ("SUA") water and sewer service area. The proposed improvements for the sewage collection system consists of a network of gravity mains and manholes within the spine roads which collect the sewage flow from the parcels and discharge the flow into a series of lift stations throughout Avenir. The flow from the lift stations is pumped to a network of force mains connected to the County's force main system. The improvements for the water distribution system consists of the installation of a water main trunk lines

within the spine roads which connect to the County's water main system.

Inspection Report Assessment Area One:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.
- The installation of the sewage collection system is complete, and the contractor is in the process of finalizing the Spine Road Phase 3 final certification which is the last portion of the spine road that needs to be conveyed to SUA. The completed portion of the system has been constructed in accordance with the approved plans, is currently in good working condition and has been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Two:

- The construction of water distribution and sewage collection systems for the Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Three:

- The construction of water distribution and sewage collection systems for the Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.
- The construction of water distribution system for the Spine Road Phase 6 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

4. Lift Stations and Transmission System

Sewage lift stations are being constructed to handle the sewage flow generated the parcels and a force main has been constructed to carry the flow to the existing force main owned and operated by Palm Beach County.

Inspection Report Assessment Area One:

- The installation of the lift stations and force mains for Spine Roads 1 & 2 are complete and the improvements have been certified by the Palm Beach County Florida Department of Health-Palm Beach

County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

- The installation of the lift station and force main in Spine Road 3 is complete and our office has been conducting periodic inspections. Once the work is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Two:

- The construction of force main improvements within Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) is complete and the final certification and conveyance to Seacoast Utility Authority is in progress.

Inspection Report Assessment Area Three:

- The construction of two lift stations and force main as part of the Spine Road Phase 5 project (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is in progress and the final certification and conveyance process will commence and soon as the work is completed.
- There are no lift stations proposed for the Spine Road Phase 6 project.

5. Spine Roads – Drainage System, Paving, Sidewalks and Related Work

The roadway components include but are not limited to drainage culverts, catch basins, road subgrade, rock base, asphalt, curbing, pavement markings, signage, sidewalks and asphalt paths.

Inspection Report Assessment Area One:

- Spine Roads 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) has been constructed and certified to the permitting agencies. The road is being maintained by the District and is in good working condition.
- Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been constructed and certified to the permitting agencies. The road is being maintained by the District and is in good working condition.
- Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been constructed and the final certification process is in progress. The road is temporarily closed until the Northlake Boulevard widening project is complete.

Inspection Report Assessment Area Two:

- The construction of Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and is in the process of been certified to SUA and the Palm Beach County Florida Department of Health-Palm Beach County.

Inspection Report Assessment Area Three:

- The construction of Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) is in progress (approximately 90% complete). Our office is conducting periodic inspections and will process the final certification when the project is completed, and the contractor provides the necessary documents.
- The construction of Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) is in progress (approximately 90% complete). Our office is conducting periodic inspections and will process the final certification when the project is completed, and the contractor provides the necessary documents.

6. Spine Roads – Landscape and Irrigation

Inspection Report Assessment Area One:

- Installation of landscape and irrigation for Spine Road 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) and Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.
- Installation of landscape and irrigation for Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) is approximately 90% complete and UDS (Landscape Architecture company hired by the District to inspect project) has been conducting periodic inspections. Once the work is completed UDS will conduct the final inspections and will certify the project to the permitting agencies.

Inspection Report Assessment Area Two:

- Installation of landscape and irrigation for Spine Road 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Three:

- Installation of landscape and irrigation for Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir

Drive) and Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) is approximately 90% complete and UDS (Landscape Architecture company hired by the District to inspect project) has been conducting periodic inspections. Once the work is completed UDS will conduct the final inspections and will certify the project to the permitting agencies.

7. Spine Roads – Entry Features

Avenir Drive (Assessment Area One):

The entry feature to the Project located at the Avenir Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Coconut Boulevard (Assessment Area Two):

The entry feature to the Project located at the Coconut Boulevard Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry is under construction.

Panther National Boulevard (Assessment Area Three):

The entry feature to the Project located at the Panther National Boulevard and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry is under design and permitting.

8. Mecca Water Main and Force Main Extensions

Both projects have been completed, certified and conveyed to Seacoast Utility Authority. The District is not maintaining these projects.

9. Clubhouse

East Clubhouse (Assessment Area One)

The District has constructed the Clubhouse and is currently being operated by the District.

West Clubhouse

The west clubhouse will be constructed by Avenir Development, LLC and is not included in any of the assessment areas.

10. Avenir Phase One Mitigation Environmental Restoration

The Phase One Mitigation Area is comprised of approximately 300 acres of the designated Avenir Conservation Area which occurs north of the development area, east of the “north-south road”, and south of the Sweet Bay Natural Area. The District has completed the initial habitat restoration requirements for the Phase 1 and started working on the habitat restoration for Phase 2.

The project consists of the following tasks:

- Conduct the habitat restoration activities
- Upland Pasture Area Restoration
- Wetland Invasive Species Treatment
- Mechanical Clearing
- Native Upland Restoration
- Native Vegetation Thinning
- Hydrologic Restoration

Inspection Report for Phase Two:

The field work described above is approximately 40% complete.

PART IV: MAINTENANCE, REPAIR AND OPERATION BUDGET / INSURANCE

A. Maintenance, Repair and Operation Budget

We have reviewed the District's Final Budget for Fiscal Year **2024/2025** (October 1, **2024** – September 30, **2025**), see attached **Exhibit 6**, as adopted by the Board and found it to be sufficient for the maintenance of the improvements constructed to date and to be constructed and maintained within the budget period.

B. Insurance

The District currently carries the following insurance coverages:

TYPE OF INSURANCE	LIMITS	
Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to rented premises (ea occurrence)	\$100,000
	Med exp (any one person)	\$5,000
	Personal & adv injury	\$1,000,000
	General aggregate	\$2,000,000
	Products - comp/op AGG	\$2,000,000
Professional Liability		\$1,000,000

We have reviewed the above listed coverage and limits and believe they are adequate. Also, we have reviewed the premium cost and believe that is reasonable. The budget currently includes the cost of the insurance annual premium for the coverage listed above.

I hereby certify that the foregoing is a true and correct copy of the Master Trust Indenture Engineer's Report Fiscal Year **2024**.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



August 22, 2024

Carlos J. Ballbé
For the Firm
Registered Engineer No. 41811
State of Florida

EXHIBITS

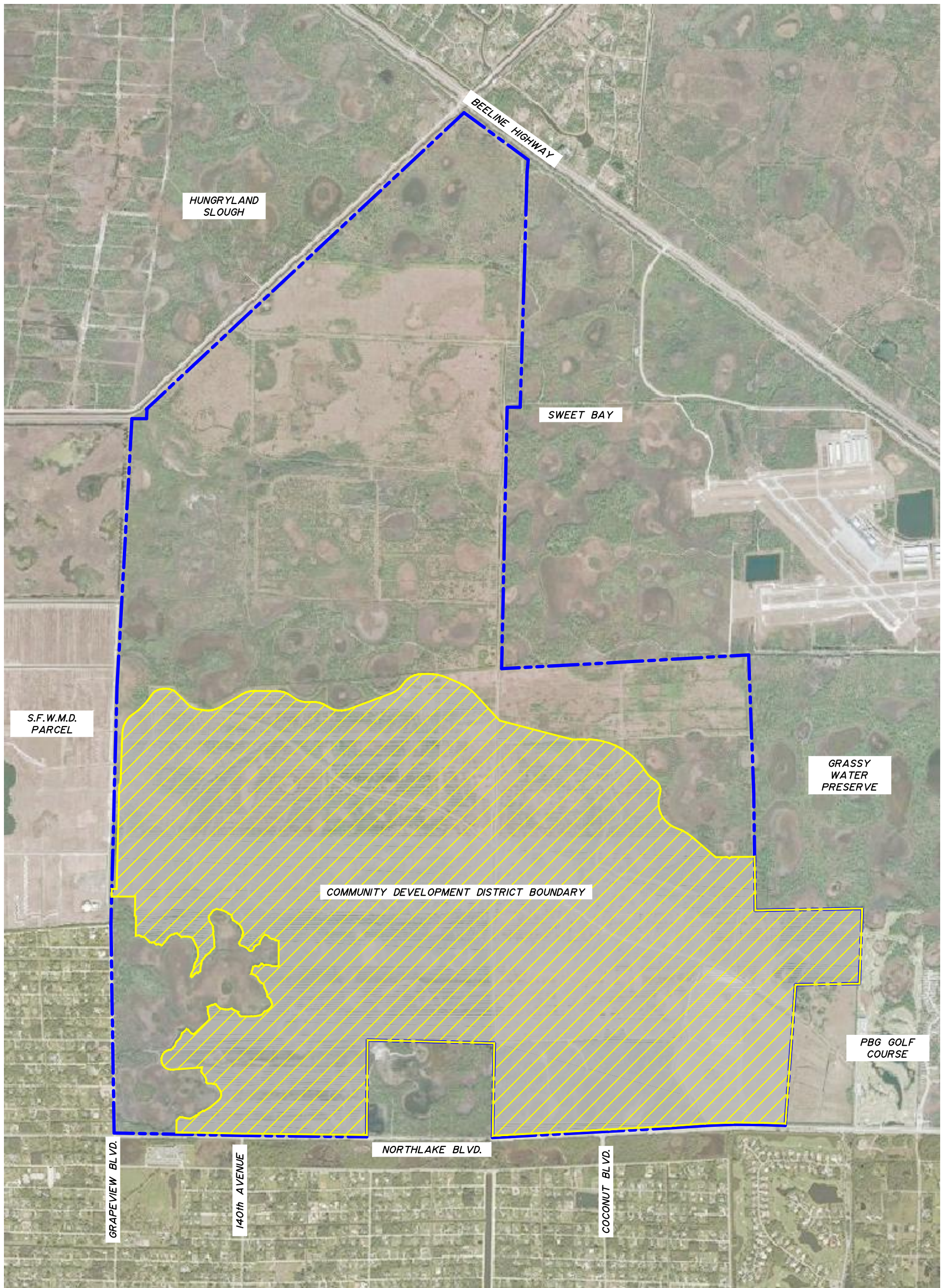



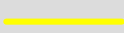
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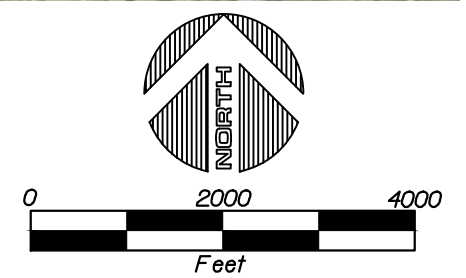
Prepared by:



Exhibit 1	Location Map / CDD Boundary
-----------	-----------------------------



	PROPERTY BOUNDARY LIMITS
	COMMUNITY DEVELOPMENT DISTRICT BOUNDARY



Engineer of Record:
Carlos J. Balbe'
 9/13/2016
 Reg. Eng. No. 41811
 State of Florida

BALLBÉ
 & ASSOCIATES
 Civil Engineering • Planning • Surveying

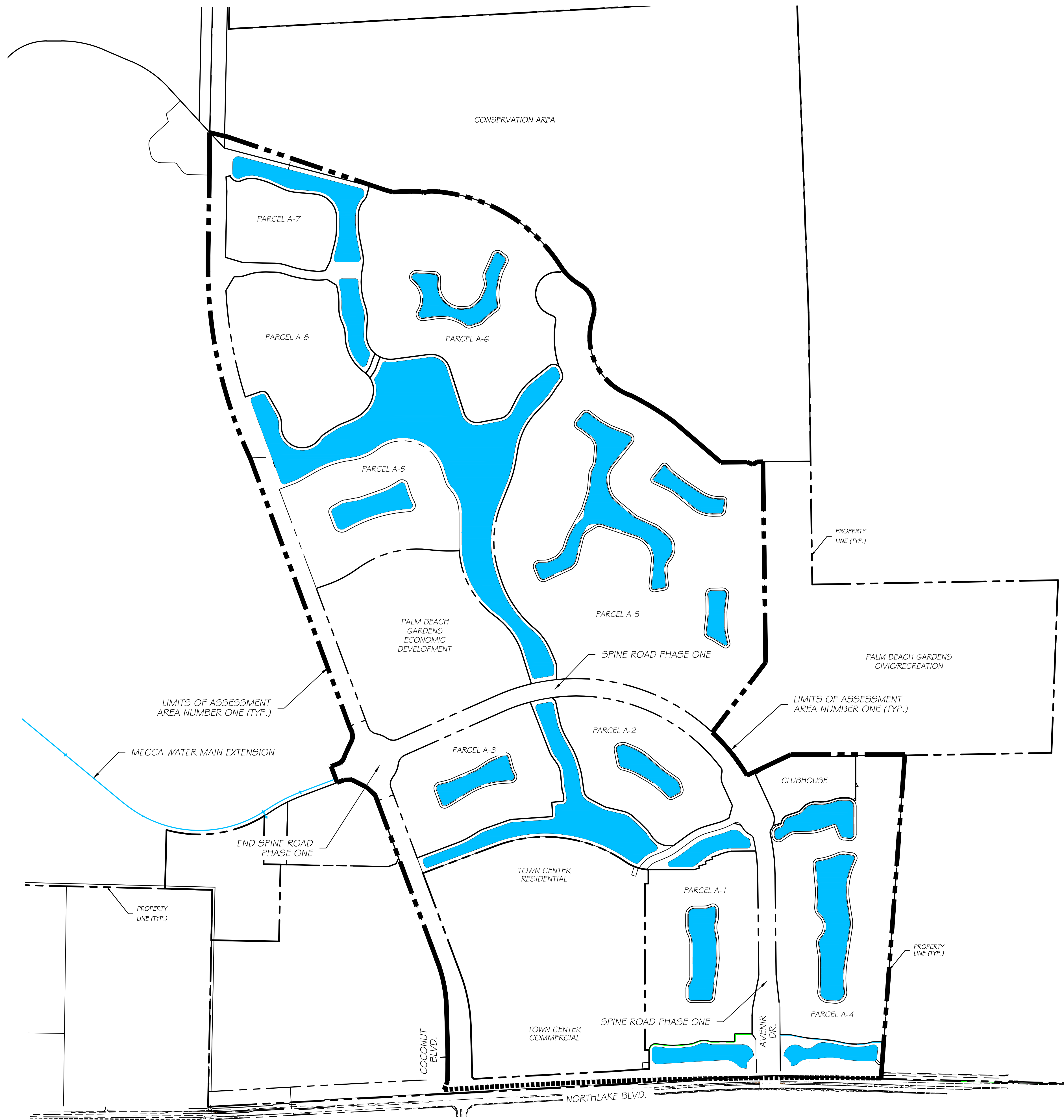
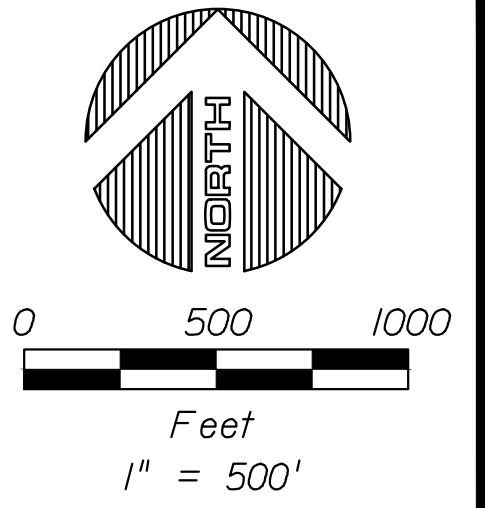
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. EB-26343

EXHIBIT 1
 LOCATION MAP
 AVENIR C.D.D.
 AVENIR HOLDINGS, LLC



AVENIR
 Page 135

Exhibit 2	Assessment Area One Plan
-----------	--------------------------



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: C.J.B. Date: 9/2019
 Drawn by: C.J.B. Date: 9/2019
 Checked by: _____ Date: _____



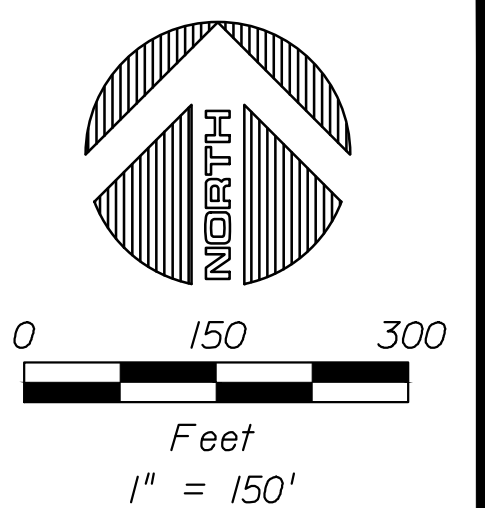
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. EB-26343


Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: _____
 State of Florida Date: 9/1/2019
41811

ASSESSMENT AREA ONE PLAN
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number: 201622
 Sheet Number: 1 OF 1

Exhibit 3	Parcel A-4 Sub-Assessment Area
-----------	--------------------------------





 AVENIR PARCEL A-4 ASSESSMENT AREA

ASSESSMENT AREA

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: C.J.B. Date: 6/20/19
 Drawn by: M.A.G. Date: 6/20/19
 Checked by: _____ Date: _____

BALLBÉ
& ASSOCIATES
 Civil Engineering • Planning • Surveying

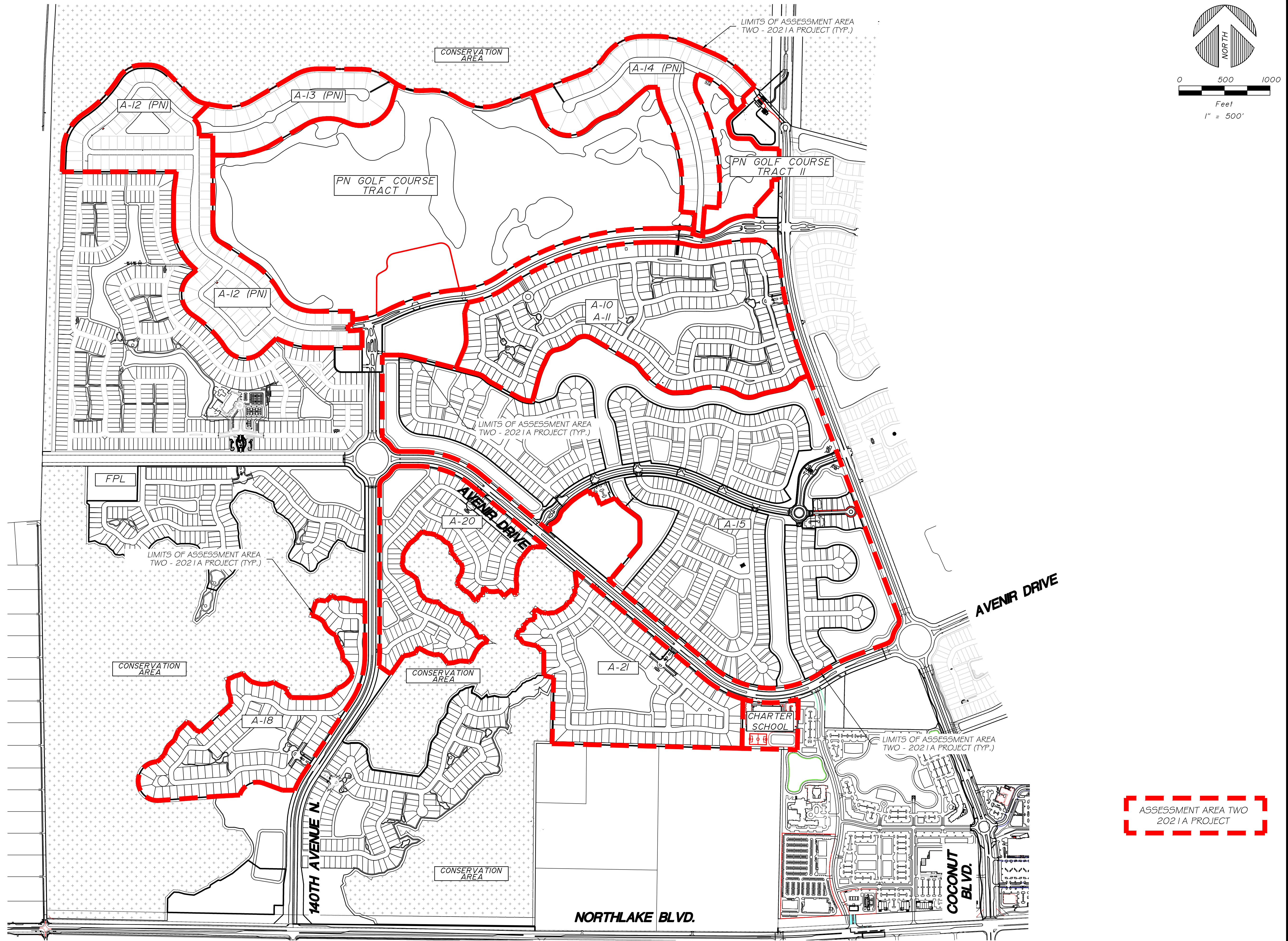
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. EB-26343

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: _____ Date: 6/20/2019
 State of Florida: 41811

AVENIR PARCEL A-4 ASSESSMENT AREA
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number:
 201622
 Sheet Number:
 1 OF 1

Exhibit 4	Assessment Area Two
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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date: _____
 Drawn by: C.J.B. Date: 9/2020
 Checked by: N/A Date: _____



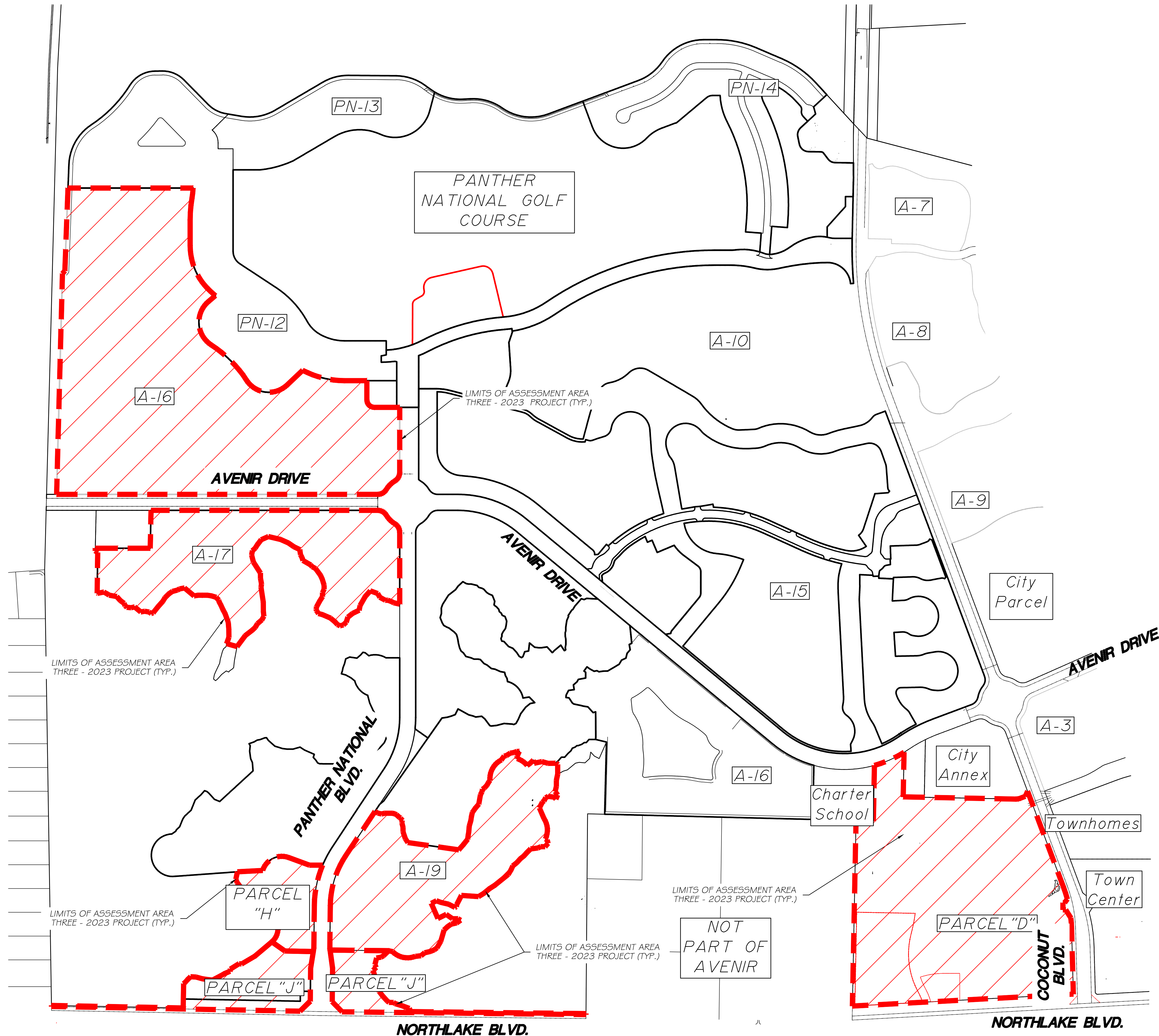
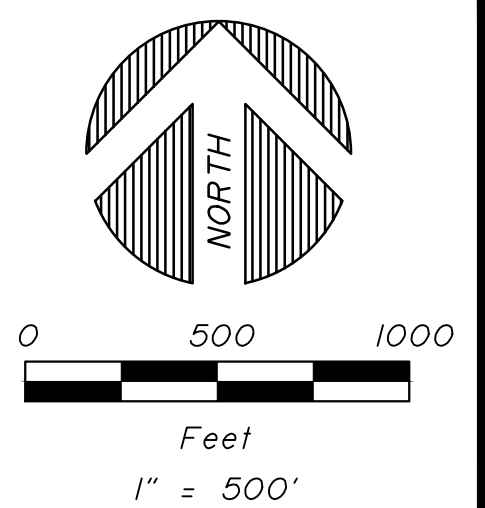
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: _____
 State of Florida: _____
 Date: 08/21/2021
41811

ASSESSMENT AREA TWO-2021 A PROJECT AREA PLAN
 EXHIBIT 3
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number:
201622
 Sheet Number:
1 OF 1

Exhibit 5	Assessment Area Three Plan
-----------	----------------------------



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: N/A Date: _____
 Drawn by: C.J.B. Date: 9/2020
 Checked by: N/A Date: _____



2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

Engineer of Record: CARLOS J. BALLBÉ
 Registered Engineer Number: _____
 State of Florida Date: 01/12/2023
41811

ASSESSMENT AREA THREE 2023 PROJECT AREA PLAN
 AVENIR COMMUNITY DEVELOPMENT DISTRICT

Project Number:
201622
 Sheet Number:
1 OF 1

Exhibit 6	Final Budget for Fiscal Year 2024-2025
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From: [Burton Diamond](#)
To: [Jason Pierman](#)
Subject: Re: Basketball Court / Avenir
Date: Thursday, July 11, 2024 12:15:25 PM

Mr. Pierman,

Thank you for returning my call.

Suffice it to say the residents of Avenir from all the individual communities first invested in Avenir and then the homes in their specific locations. Other than the upcoming second clubhouse with all the amenities at Apex with a full court basketball court many of the communities will not be able to utilize there is only one other as far as I know. That court is at Regency. The court has one basket and it is quite small. It was built for the residents of Regency.

When Avenir was developed I am told it was the individual builders who were the deciding factor as to what amenities would be proposed at the existing Clubhouse and a full court lighted fenced in court with glass backboards, rims and nets no one thought of? Basketball as you know has been for many many decades one of the most popular sports not only in the United States but now in almost every country in the World. This is a sport loved by people of all ages, all genders including children who reside here in Avenir. Many of the residents here are clamoring for an NBA size court to be constructed on Clubhouse grounds.

This email represents a request to move forward in constructing a court as soon as possible by starting with a discussion at the next Board Meeting.

Thank you so much

Burton Diamond
12151 Waterstone Circle
Palm Beach Gardens , FL 33412

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

Chapter 2024 – 184, Laws of Florida (HB 7063). The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)



**LATITE
ROOFING**

LATITE ROOFING & SHEET METAL LLC.

2280 WEST COPANS ROAD
POMPANO BEACH, FL 33069

Tel: 954-772-3446 Fax: 954-771-5572

www.latite.com

ADDITIONAL WORK AUTHORIZATION

G.C.Name Keith O'Brian So Florida Select homes	561-239-5651 Fax #	Date 5/3/2024	
Address 83 Queen Road Fort Priece Fl. 34949	City Fort Priece	State FL	Change Order # 1
JOB NAME Avenir Entrance Domes	Job site location Palm Beach Gardens Florida		
Description of work remove and replace all plywood on the two Avenir Domes on time and materials. the cre consisted of 3 guys for a total of			

489 Hrs total crew time

\$15,157.00

Materials

\$1,239.00

Total Change Order	\$16,396
---------------------------	-----------------

Accepted by:

Accepted by Latite Roofing

Virginia Cepeda
Virginia Cepeda Chair
Print Name

Jose Cid
Print Name

~~Keith O'Brian~~

Jose F Cid

Date
For Internal Use Only:

Date

Latite C/O # 1

Job Number :

Job Name:



CGCR1522017

PCO #001

Hawkins Construction, Inc.

Hawkins Construction, Inc.
 1430 L and R Industrial Blvd.
 Tarpon Springs, Florida 34689
 Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
 12253 Northlake Blvd
 Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #001: Site Work Changes from Bid set to current

PCO NUMBER/REVISION:	001 / 0	CREATED BY:	Ken Lietz (Hawkins Construction Inc)
REQUEST RECEIVED FROM:		CREATED DATE:	11/30 /2023
REFERENCE:			
FIELD CHANGE:	No	SCHEDULE IMPACT:	
LOCATION:		TOTAL AMOUNT:	\$177,972.80

POTENTIAL CHANGE ORDER TITLE: Site Work Changes from Bid set to current

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Site Work Changes from Bid set to Current Drawings

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	31-0500 - Site Work	Site Work Changes from Bid set to Current Drawings	Subcontract	\$ 163,697.23
Subtotal:				\$163,697.23
Liability Insurance: 0.60% Applies to all line item types.				\$ 818.49
Builders Risk Insurance: 0.35% Applies to all line item types.				\$ 575.81
P&P Bond: 0.75% Applies to all line item types.				\$ 1,238.19
Fee: 7.00% Applies to all line item types.				\$ 11,543.08
Grand Total:				\$177,972.80

Architect:

Owner/Developer:

Hawkins Construction Inc
 1430 L & R Industrial Blvd
 Tarpon Springs Florida 34689

DocuSigned by:

Ken Lietz

11/30/2023

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE



HAWKINS CONSTRUCTION, INC.
 10000 W. STATE ROAD 100, SUITE 100
 TARPON SPRINGS, FL 34689
 (813) 941-1111
 www.hawkinsconstruction.com

To:	Hawkins Construction, Inc	Contact:	Kenneth R. Lietz, Jr.
Address:	Tarpon Springs, FL	Phone:	
		Fax:	561-314-6739
Project Name:	AVENIR PUBLIX AT TOWN CENTER CHANGE ORDER 10.6.2023	Bid Number:	C/O #1
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	10/6/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
40-SANITARY SEWER					
17	SANITARY MANHOLE (14-16)	1.00	EACH	\$13,419.00	\$13,419.00
18	SANITARY MANHOLE 16'-18'	-1.00	EACH	\$16,365.57	(\$16,365.57)
19	MANHOLE DROP	1.00	EACH	\$4,501.94	\$4,501.94
20	GREASE TRAP/1000	-20.00	EACH	\$16,009.45	(\$320,189.00)
22	4" SERVICE PIPE AND FITTINGS SEWER	-1,540.00	LF	\$38.51	(\$59,305.40)
90	GREASE TRAP/1050	2.00	EACH	\$16,101.59	\$32,203.18
91	GREASE TRAP/1250	5.00	EACH	\$16,118.24	\$80,591.20
92	6" SERVICE PIPE AND FITTINGS SEWER	2,200.00	LF	\$104.92	\$230,824.00
93	REVISED SUA MANHOLE CONNECTIONS	48.00	EACH	\$650.00	\$31,200.00
Total Price for above 40-SANITARY SEWER Items:					(\$3,120.65)

50-STORM DRAINAGE

2	4" PVC SCH 40 PIPE	22.00	LF	\$48.61	\$1,069.42
2	8" HDPE STORM PIPE	233.00	LF	\$40.82	\$9,511.06
3	10" HDPE STORM PIPE	214.00	LF	\$70.03	\$14,986.42
4	12" HDPE STORM PIPE	-207.00	LF	\$54.61	(\$11,304.27)
7	15" RCP STORM PIPE	812.00	LF	\$52.32	\$42,483.84
8	18" RCP STORM PIPE	-865.00	LF	\$65.46	(\$56,622.90)
9	24" RCP STORM PIPE	13.00	LF	\$94.68	\$1,230.84
10	36" RCP STORM PIPE	-246.00	LF	\$194.50	(\$47,847.00)
11	48" RCP STORM PIPE	220.00	LF	\$319.02	\$70,184.40
12	54" RCP STORM PIPE	-39.00	LF	\$407.31	(\$15,885.09)
13	60" RCP STORM PIPE	889.00	LF	\$495.50	\$440,499.50
14	72" RCP STORM PIPE	-564.00	LF	\$747.01	(\$421,313.64)
15	4' DIA. C.I. INLET	2.00	EACH	\$4,812.37	\$9,624.74
17	5' DIA C.B. INLET	-2.00	EACH	\$5,573.31	(\$11,146.62)
18	5' DIA. DRAINAGE MANHOLE	-2.00	EACH	\$5,429.43	(\$10,858.86)
19	5' DIA. C.I. INLET	3.00	EACH	\$5,952.56	\$17,857.68
21	6' DIA. MANHOLE	-2.00	EACH	\$7,042.67	(\$14,085.34)
22	6' DIA. C.B. INLET	-3.00	EACH	\$7,138.98	(\$21,416.94)
22	60" SQ C.B. INLET	-3.00	EACH	\$6,538.80	(\$19,616.40)
23	6' DIA. C.I. INLET	-1.00	EACH	\$7,131.27	(\$7,131.27)
24	3.5'X7' MH	-4.00	EACH	\$9,326.79	(\$37,307.16)
26	6' X 6' DRAINAGE MANHOLE	-2.00	EACH	\$10,913.04	(\$21,826.08)
27	3.5'X8' MANHOLE	-2.00	EACH	\$12,700.01	(\$25,400.02)
28	3.5'X8' C.I. INLET	-2.00	EACH	\$13,103.69	(\$26,207.38)
29	6'X7' C.I. INLET	-2.00	EACH	\$16,720.11	(\$33,440.22)
80	30" RCP STORM PIPE	252.00	LF	\$129.41	\$32,611.32
81	4'X6' MANHOLE	1.00	EACH	\$7,384.27	\$7,384.27
82	3.5'X7' C.B.	4.00	EACH	\$7,954.37	\$31,817.48
83	3.5'X6' MANHOLE	5.00	EACH	\$7,417.86	\$37,089.30

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
84	3.5'X5' C.B.	1.00	EACH	\$6,754.59	\$6,754.59
85	4'X8' C.I.	1.00	EACH	\$10,551.11	\$10,551.11
86	84" SQ. C.B.	1.00	EACH	\$17,591.24	\$17,591.24
87	8' DIA C.B.	1.00	EACH	\$18,072.74	\$18,072.74
88	8' DIA C.I.	2.00	EACH	\$18,171.61	\$36,343.22
89	8' DIA MANHOLE	1.00	EACH	\$18,608.17	\$18,608.17
90	84" SQ. MANHOLE	1.00	EACH	\$20,833.34	\$20,833.34
91	9' SQ. C.B.	1.00	EACH	\$32,664.42	\$32,664.42
Total Price for above 50-STORM DRAINAGE Items:					\$96,359.91

60-WATER/FIRE MAIN

1	CONNECT TO EXISTING VALVE	1.00	EACH	\$1,900.85	\$1,900.85
2	6" DIP WATER MAIN	12.00	LF	\$54.78	\$657.36
6	6" MJ DI FITTINGS CAP	-1.00	EACH	\$455.89	(\$455.89)
7	8" MJ DI FITTINGS 45 DEG.	4.00	EACH	\$734.31	\$2,937.24
8	8" MJ DI FITTINGS 90 DEG.	2.00	EACH	\$778.28	\$1,556.56
15	1.5" WATER SERVICE (Excludes Meter)	-6.00	EACH	\$3,572.82	(\$21,436.92)
16	2" WATER SERVICE (Excludes Meter)	-2.00	EACH	\$6,474.96	(\$12,949.92)
17	CANNON FLUSH	8.00	EACH	\$2,384.90	\$19,079.20
21	SAMPLE POINTS	1.00	EACH	\$912.03	\$912.03
22	PRESSURE TEST	12.00	LF	\$5.50	\$66.00
23	FLUSHING STATION MANUAL	-1.00	EACH	\$3,212.17	(\$3,212.17)
26	8" FIRE DEPARTMENT CONNECTION	-7.00	EACH	\$4,197.96	(\$29,385.72)
90	1.0" WATER SERVICE W/1" RPZ (Excludes Meter)	1.00	EACH	\$2,431.81	\$2,431.81
91	1.5" WATER SERVICE W/1.5" RPZ (Excludes Meter)	10.00	EACH	\$4,105.15	\$41,051.50
92	1.5" WATER SERVICE W/DUAL 1.5" RPZ (Excludes Meter)	8.00	EACH	\$5,126.56	\$41,012.48
93	2" WATER SERVICE W/2" RPZ (Excludes Meter)	2.00	EACH	\$5,823.75	\$11,647.50
94	2" WATER SERVICE W/DUAL 2" RPZ (Excludes Meter)	2.00	EACH	\$7,323.03	\$14,646.06
Total Price for above 60-WATER/FIRE MAIN Items:					\$70,457.97

Total Bid Price: \$163,697.23

Notes:

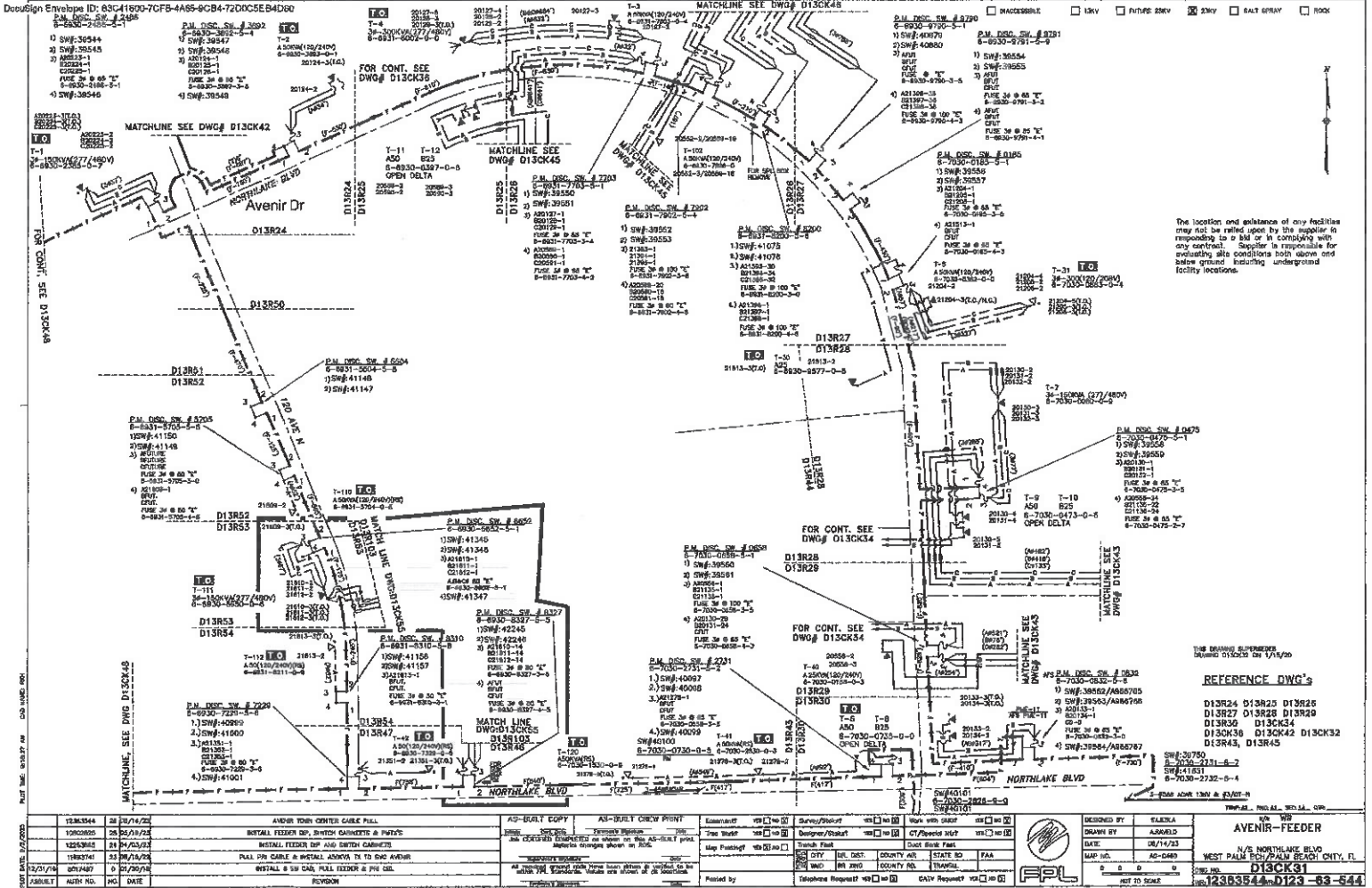
- ALL FIRE LINES STOP AT THE BACK-SIDE OF THE DDCV NO FIRE UTILITIES BEYOND THAT POINT IS INCLUDED IN THIS PROPOSAL.
- ALL WATER LINES STOP AT THE BACK-SIDE OF THE RPZ NO WATER LINES BRYOND THAT POINT IS INCLUDED IN THIS PROPOSAL.
- ALL SEWER SERVICES STOP AT THE DRAWING ATTACHED AND AS AGREED TO BETWEEN CENTERLINE, INC. AND HAWKINS CONSTRUCTION.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Centerline, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Neil Shelton (561) 689-3917 Neil@centerlineinc.com</p>
---	--

DocuSign Envelope ID: 63C4180D-7CFB-4A66-9CB4-72DC5E84D60





CGC#1522017

PCO #002

Hawkins Construction, Inc.

Hawkins Construction, Inc.
 1430 L and R Industrial Blvd.
 Tarpon Springs, Florida 34689
 Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
 12253 Northlake Blvd
 Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #002: Allowance: FPL Primary Conduit

PCO NUMBER/REVISION:	002 / 0	CREATED BY:	Karl Smith (Hawkins Construction Inc)
REQUEST RECEIVED FROM:		CREATED DATE:	1/30 /2024
REFERENCE:		SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$54,193.19
LOCATION:			

POTENTIAL CHANGE ORDER TITLE: Allowance: FPL Primary Conduit

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #006 - Allowance: Florida Power Primary Conduit

Allowance: Florida Power Primary Conduit. Installation of FPL primary conduit based on preliminary design and addition of 2nd site lighting transformer on existing loop east of building 3. Final pricing will be determined by final FPL design.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	31-0500 - Site Work	Hawkins Construction- Viking Utility Services, Inc.	Subcontract	\$ 49,846.25
Subtotal:				\$49,846.25
Liability Insurance: 0.60% Applies to all line item types.				\$ 249.23
Builders Risk Insurance: 0.35% Applies to all line item types.				\$ 175.33
P&P Bond: 0.75% Applies to all line item types.				\$ 377.03
Fee: 7.00% Applies to all line item types.				\$ 3,545.35
Grand Total:				\$54,193.19

Architect:

Owner/Developer:

Hawkins Construction Inc
 1430 L & R Industrial Blvd
 Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

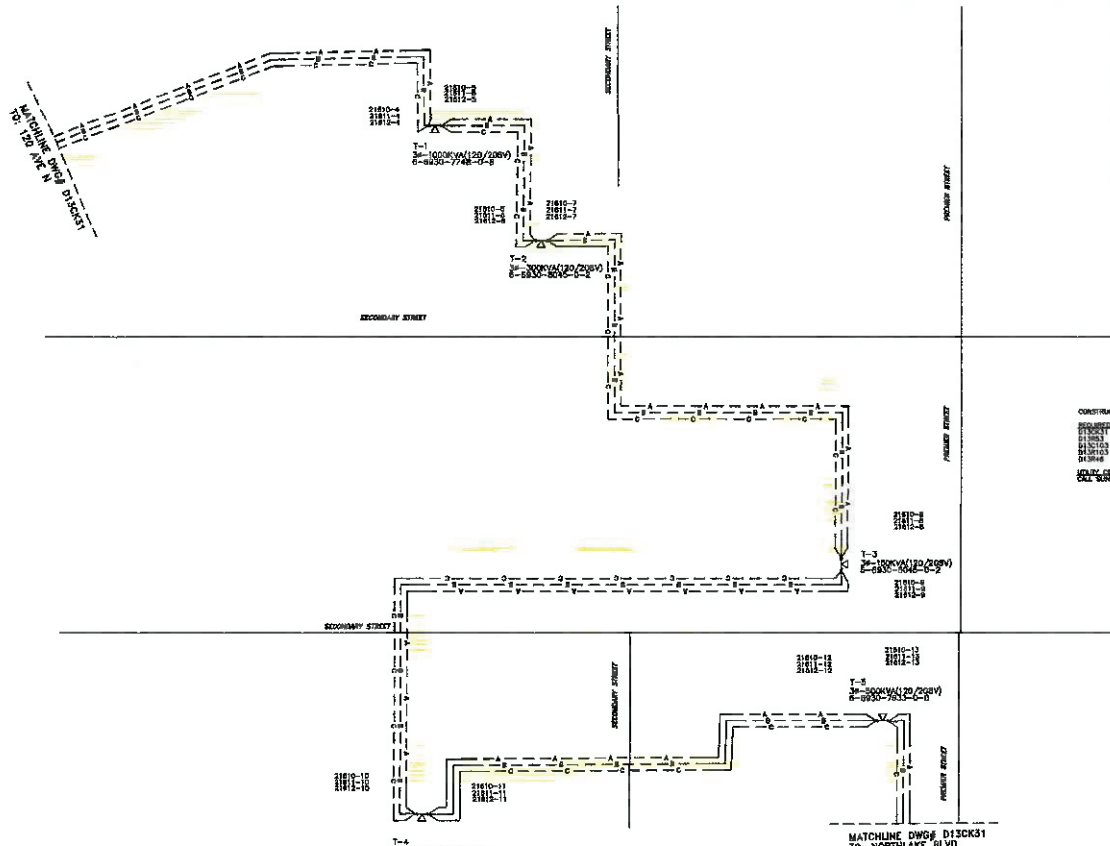
2/2/2024

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

UNACCESSIBLE 12KV FUTURE 22KV 22KV SALT SPRAY WALK



CONSTRUCTION NOTES: 12/28/04
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.

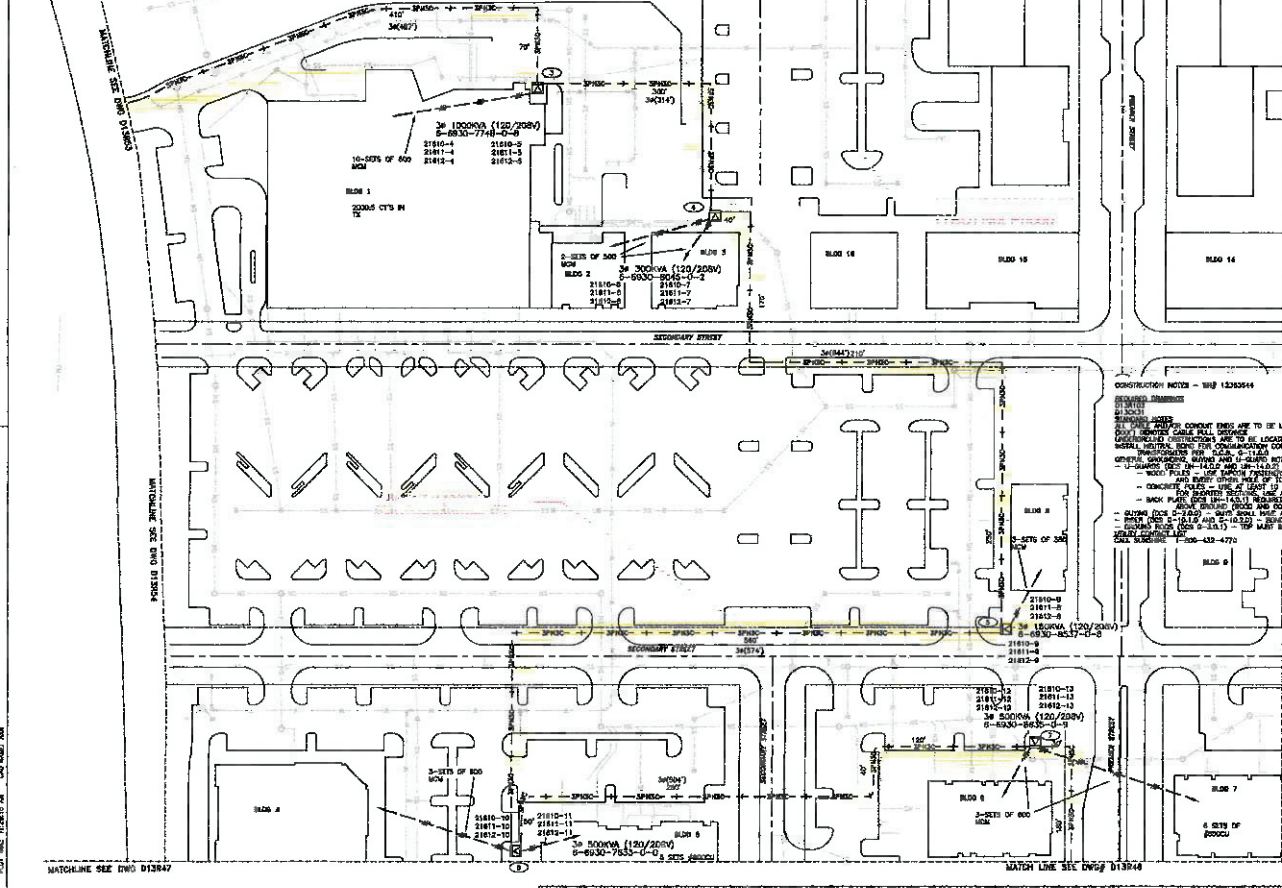
REFERENCE DWG'S
 D13R103

MATCHLINE DWG DISKS#1
 TO: NORTHLAKE BLVD

12/28/04 10:41:11 AM C:\P\122804.DWG
 12/28/04 10:41:11 AM C:\P\122804.DWG
 12/28/04 10:41:11 AM C:\P\122804.DWG

AS-BUILT COPY THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF THIS PROJECT.		AS-BUILT DRAWING THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF THIS PROJECT.		Estimated? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Survey/Station? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Work with SHOP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DESIGNED BY: SLEBKA DRAWN BY: ARMBURG	
Title: AMEN TOWER CABLE PULL		Job: 122804		New Work? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Designer/Station? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CV/Shop/Shop? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DATE: 06/15/03	
Revision:		City: PALM BEACH		Map Project? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Shop Name:		State: FL		MAP NO: A-10-03	
Project:		County: PALM BEACH		Paved by:		Telephone Request? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CAPV Request? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DWG NO: D13CK55 122804-D123-83-544	

WADCOBIBLE 12KV FUTURE 23KV 23KV GALT BRAY RISE



LOCATION SKETCH
N.T.S.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for conducting site conditions both above and below ground including underground facility locations.

Control	Facility	Notes

CONSTRUCTION NOTICE - 1012 1230354

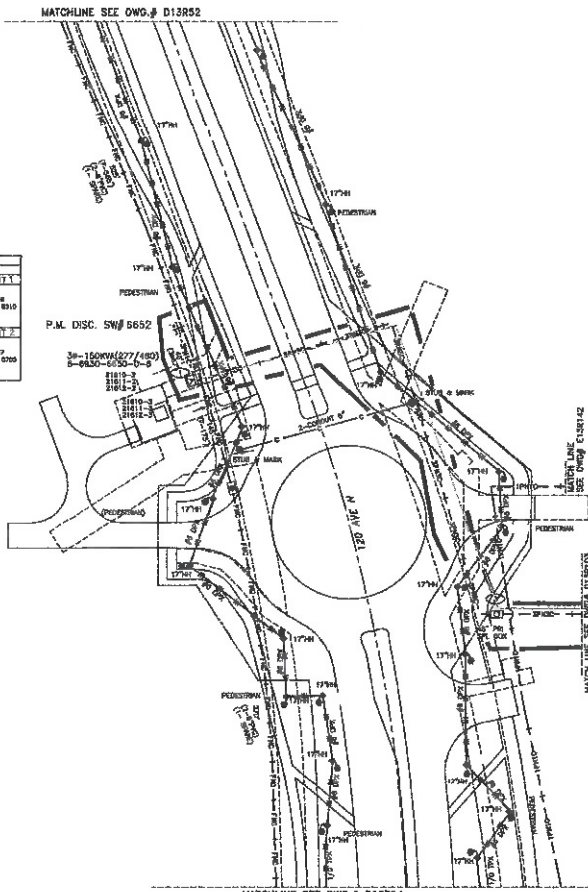
WARNING:

ALL UTILITIES SHOWN HEREIN ARE TO BE MARKED WITH AN ELECTRONIC MARKER. ONLY QUALIFIED PERSONNEL SHOULD ATTEMPT TO LOCATE OR VERIFY THE LOCATION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

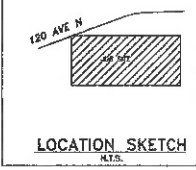
REFERENCE DWG'S

D13CR31
D13CR51

<p>AS-BUILT COPY AS-BUILT CHECK PRINT</p>		<p>Equipment <input type="checkbox"/> <input type="checkbox"/> Survey/Status <input type="checkbox"/> <input type="checkbox"/> Work with SHOP <input type="checkbox"/> <input type="checkbox"/></p>		<p>DESIGNED BY: S. LERIA DRAWN BY: C. MARR DATE: 05/07/23 DWP NO.: A-2023</p> <p>SCALE: 0" = 40' AS SHOWN</p>
<p>1538354 0 05/07/23 Avenir Town Cable Plant</p>		<p>Contract/Status <input type="checkbox"/> <input type="checkbox"/> Design/Status <input type="checkbox"/> <input type="checkbox"/> CT/Spec'd Work <input type="checkbox"/> <input type="checkbox"/></p>		
<p>AS-BUILT CHECK PRINT</p>		<p>City: PALM BEACH State: FL County: PALM BEACH District: 12</p>		<p>PROJECT: Avenir Town Center LOCATION: N/S/O Northlake Blvd PALM BEACH, HARVEY PALM BEACH COUNTY, FL</p> <p>DWG NO.: D13R103 REV: 1538354 rev D123 - 63-644</p>
<p>AS-BUILT CHECK PRINT</p>		<p>Telephone: (561) 993-1234 FAX: (561) 993-1234</p>		



ACCESSIBLE 120V FUTURE 220V 230V SALT SPRAY ROCK



The location and existence of any facilities may not be relied upon by the supplier in preparing its bid or in complying with any contract. Supplier is responsible for investigating the conditions both above and below ground including underground facility locations.

Location	Field of Interest	Remarks

CONSTRUCTION NOTES - SEE 1230-8544
 SEE NOTES 7 REQUIRED DWG# SE D13R153
 D13R241
 D13R242
 D13R243
 D13R244
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 D13R500

To Publix

REFERENCE DWG'S
 D13R54
 D13R52
 D13R51
 E13R142

NO.	DATE	DESCRIPTION
1238244	4/20/12	AVENIR TOWN CENTER GOLF PALL
10461004	3/04/12	PALM FRM CANALS & VERTICAL DESIGN TO EVC AVENIR
10461020	2/04/12	PRELIMINARY STREET LOTS
10461021	0/04/12	PRELIMINARY BACKYARD
		REVISION

AS-BUILT COPY AS-BUILT CREW PRINT

NO CERTIFIED COPIES OF THIS AS-BUILT SHALL BE MADE OUTSIDE THE STATE OF FLA.

City: PALM BEACH DIST: PALM BEACH COUNTY: PALM BEACH STATE: FLA

Printed by: _____ Telephone Request: Map Printout: City Request:

REVISIONS BY: S. LEVIA
 DATE: 02/01/12
 MAP NO.: AA-040
 SCALE: 1" = 40' - 0"

PROJECT: AVENIR
 LOCATION: 120 AVENIR DR
 PALM BEACH GARDENS/PALM BEACH CNTY
 D13R53
 1238244-D123-63-544

Viking Utility Services, Inc.
 955 Sansbury's Way, Suite 207
 West Palm Beach, FL 33411
 US 561-742-7006

Estimate

ADDRESS

Hawkins Construction Inc
 7700 Glades Road #202
 Boca Raton , Florida 33434

ESTIMATE # 24-1108 v1

DATE 1/25/2024

Project Name

Avenir Town Center

WORK ORDER

Backbone

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Trench and Backfill to install FPL backbone conduit	2,825	8.75	24,718.75
Install conduit in open trench with 36" of cover from top of conduit.	8,475	0.95	8,051.25
Install Jet line pull string in all conduit.	8,475	0.45	3,813.75
Compact all open trench in 1ft lifts with plate compactor	2,825	2.50	7,062.50
Install 48" FPL splice box at finished grade	1	300.00	300.00
Install 3 Phase TX Pads	6	400.00	2,400.00
Install 10' x 10' FPL switch cabinet chamber with crane truck and stub in all FPL conduit into chamber	1	3,500.00	3,500.00
CLEAR PATH MUST BE PROVIDED, CLEAR OF DEBRIS OR FOOTERS. EXCLUDES CHIPPING OF FOOTER, INSTALLATION OF DOWNPIPE, COMPACTION, DENSITIES, MISSILING, OR BORING OF SIDEWALKS OR DRIVEWAYS, COMMUNICATION CONDUIT OR ANYTHING NOT MENTIONED AS INCLUDED	0	0.00	0.00
TOTAL			\$49,846.25

See items above

Accepted By

Accepted Date

Address / Parcel # _____

Estimate is based on current site conditions and can change if digging path is obstructed. Does not include MOT, permitting, staking, as-builts, compaction or density testing. Any change in scope will be processed and approved by change order. Trench price based on 36" of cover. Site must be within 6" of final grade. If delayed by developer or contractor a re-mobilization charge would apply.



CGC#1522017

PCO #003

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #003: CE #004 - Construction Hydrant

Table with 2 columns: Field Name and Value. Fields include PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: CE #004 - Construction Hydrant

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #004 - Construction Hydrants
Construction Hydrants: Relocate Fire Main through parking lot and phase hydrants in front of Publix to provide construction hydrants.

ATTACHMENTS:

AVENIR PUBLIX CO #2.pdf _007_TC-PH1_WS8-WS15_W&S Plan-WS11.pdf

Table with 4 columns: #, Cost Code, Description, Type, Amount. Includes line items for Site Work, Subcontract, and various insurance/bond fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

SIGNATURE

DATE

SIGNATURE

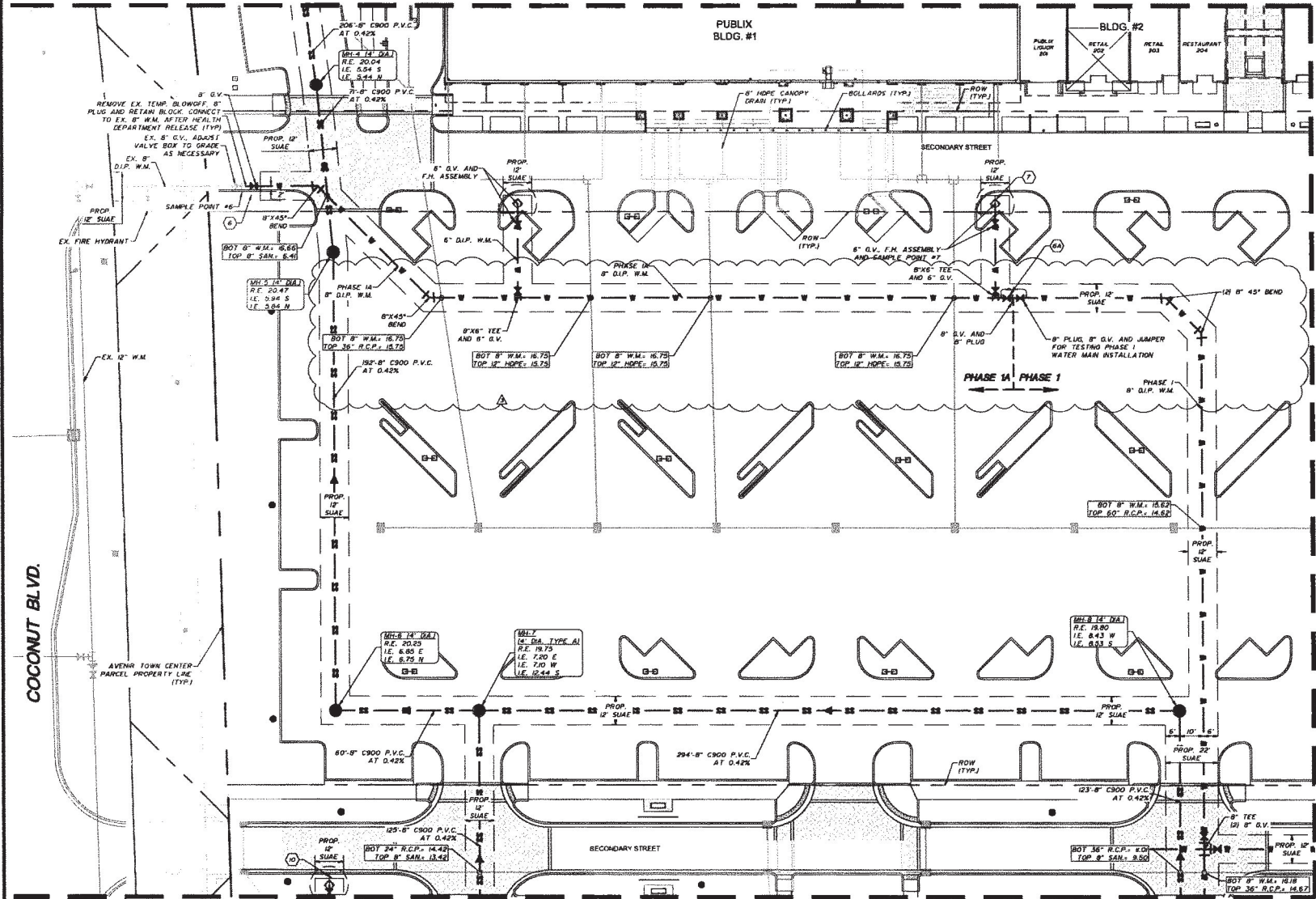
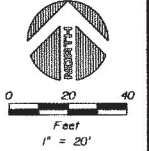
DATE

SIGNATURE

DATE

MATCHLINE SEE SHEET WS8

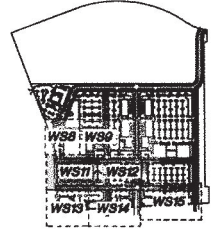
MATCHLINE SEE SHEET WS9



LATERALS LEGEND

--- C-900 SDR 18
--- SANITARY SEWER
--- T.S.S.I. LATERAL
--- C-900 SDR 18
--- GREASE WASTE
--- (G.S.) LATERAL

1' MIN. SLOPE FOR ALL S.S.
OR GREASE WASTE LATERALS



KEY MAP

NOTE: SIA SEWER POINT OF SERVICE AT CLEANOUT LOCATED AT SUAVE LINE (TYP.)

NOTE: NORTHLAKE BLVD. ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY IS REFLECTED HEREIN. THE ROADWAY CONFIGURATION WILL BE REVISED IN THE FUTURE TO REFLECT A SIX-LANE SECTION WITH RIGHT TURN LANES AT EACH AVENIR DRIVEWAY WHEN APPROVED BY THE COUNTY. PLEASE REFER TO FUTURE BUILD OUT EXHIBIT.

MATCHLINE SEE SHEET WS13

MATCHLINE SEE SHEET WS14

NO.	DATE	BY	REVISION

Designed by: G.F.S. Date: 8/20/22

Drawn by: G.F.S. Date: 8/20/22

Checked by: C.J.D. Date:

BALLBÉ & ASSOCIATES

2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA26426

2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA26426

WATER DISTRIBUTION AND SEWAGE COLLECTION SYSTEM PLAN

AVENIR - TOWN CENTER PHASE I
AVENIR DEVELOPMENT, LLC

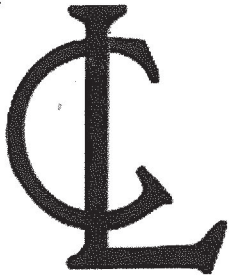
Engineer of Record:

Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number: 202109

Sheet Number: WS11

Date: 12/21/2023



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 #CUC032651

STATE GENERAL CONTRACTOR LICENSE #CGC011107

To: Hawkins Construction, Inc	Contact:
Address: Tarpon Springs, FL	Phone:
	Fax:
Project Name: AVENIR PUBLIX CHANGE ORDER #2 WATER MAIN PHASING	Bid Number:
Project Location: AVENIR, PALM BEACH GARDENS, FL	Bid Date: 12/27/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
--------	------------------	--------------------	------	------------	-------------

010-GENERAL CONDITIONS

1	GENERAL CONDITIONS	1.00	LS	\$937.50	\$937.50
2	RE-CALC SURVEY LAYOUT / AS-BUILT PHASING	1.00	LS	\$3,750.00	\$3,750.00

Total Price for above 010-GENERAL CONDITIONS Items: \$4,687.50

020-WATER MAIN / FIRE MAIN

N/A	REMOVE AND REINSTALL 8" WATER MAIN	30.00	LF	\$42.00	\$1,260.00
68	6" DIP WATER MAIN	42.00	LF	\$54.78	\$2,300.76
79	8" GATE VALVE & BOX	2.00	EACH	\$2,807.10	\$5,614.20
83	SUA CANNON FLUSHING ASSEMBLY	2.00	EACH	\$2,384.90	\$4,769.80
84	FILL AND FLUSH/JUMPER	1.00	EACH	\$4,554.99	\$4,554.99
87	SAMPLE POINTS	1.00	EACH	\$912.03	\$912.03
88	PRESSURE TEST (WATER MAIN)	42.00	LF	\$5.50	\$231.00

Total Price for above 020-WATER MAIN / FIRE MAIN Items: ~~\$19,642.78~~

030-ASPHALT / BASE REPAIRS

96	12" SUBGRADE STABILIZATON	400.00	SY	\$6.39	\$2,556.00
97	8" BASE ROCK	400.00	SY	\$16.58	\$6,632.00
98	1.0" ASPHALT (1st LIFT)- LIGHT DUTY	200.00	SY	\$9.21	\$1,842.00

Total Price for above 030-ASPHALT / BASE REPAIRS Items: \$11,030.00

Total Bid Price: \$35,360.28

Payment Terms:

\$16,082.02

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Centerline, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Todd Hamilton (561) 689-3917 Todd@centerlineinc.com</p>
--	--



CGC#1522017

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

PDF

PCO #004

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #004: Phase 1 Added Roof Connections

PCO NUMBER/REVISION: 004 / 0
REQUEST RECEIVED FROM:
REFERENCE:
FIELD CHANGE: No
LOCATION:
CREATED BY: Karl Smith (Hawkins Construction Inc)
CREATED DATE: 3/26 /2024
SCHEDULE IMPACT:
TOTAL AMOUNT: \$89,166.86

POTENTIAL CHANGE ORDER TITLE: Phase 1 Added Roof Connections

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #008 - Phase 1 Added Roof

- Added roof drainage connections for Buildings #2, #3, #5, #6, #7 & #8.

Also Ref: 8106 CE 172

ATTACHMENTS:

8107 PCO 004 Backup.pdf Change Order # 3 (Publix) RWL for Bldgs. 2,3,5,6,7,8.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for Site Work, Subcontract, and various insurance fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

4/26/2024

SIGNATURE

DATE

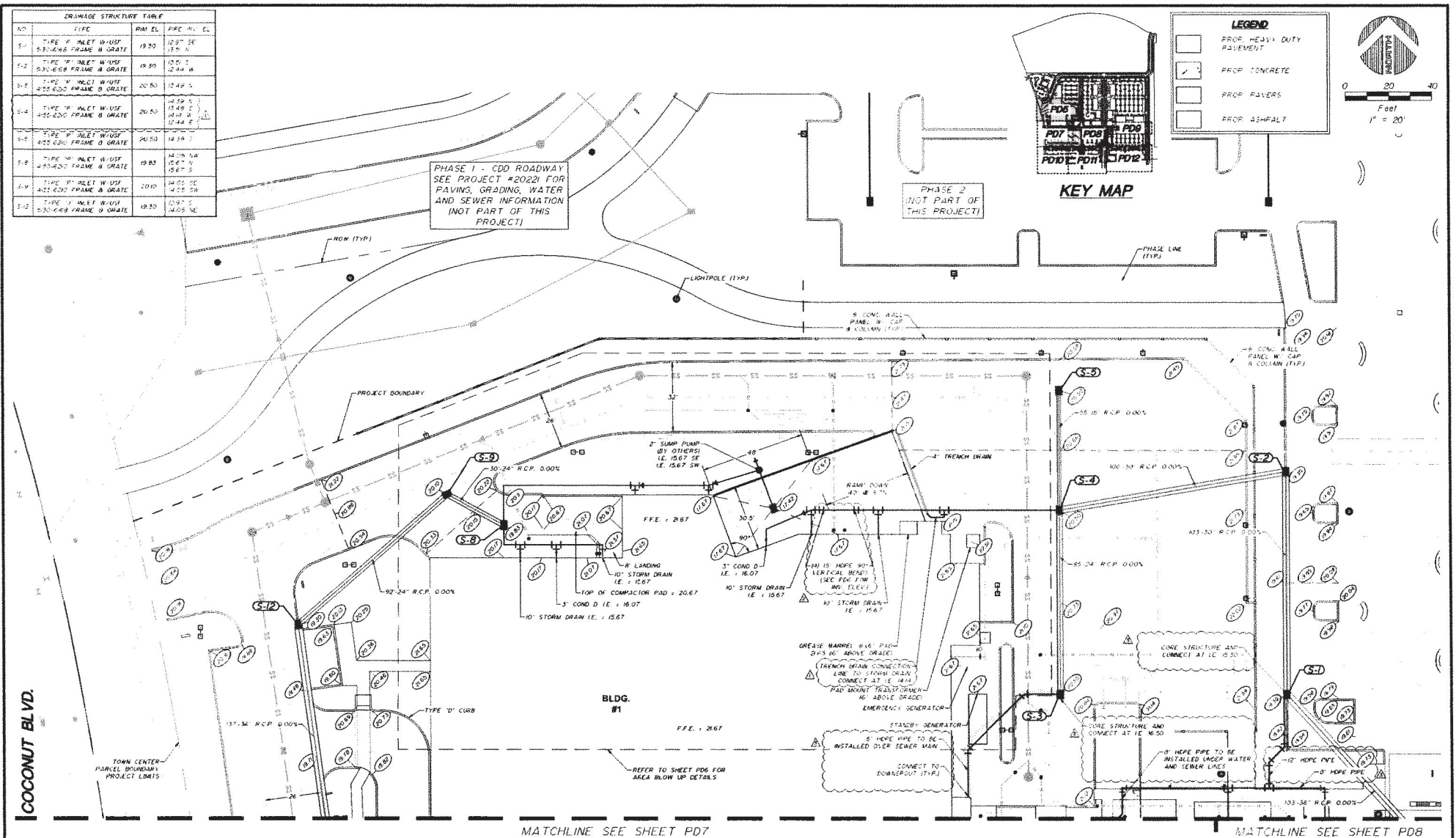
SIGNATURE

DATE

SIGNATURE

DATE

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NO.	TYPE	FIN. EL.	RCP IN. EL.
S-1	TYPE 'F' INLET W/USP 5'-0" RCP FRAME & GRATE	19.30	12.57 SE 15.16 N
S-2	TYPE 'F' INLET W/USP 5'-0" RCP FRAME & GRATE	19.30	12.57 S 12.44 W
S-3	TYPE 'F' INLET W/USP 4'-0" RCP FRAME & GRATE	20.50	12.42 S
S-4	TYPE 'F' INLET W/USP 4'-0" RCP FRAME & GRATE	20.50	12.59 S 11.49 E 12.44 W
S-5	TYPE 'F' INLET W/USP 4'-0" RCP FRAME & GRATE	20.50	12.19 S
S-6	TYPE 'F' INLET W/USP 4'-0" RCP FRAME & GRATE	19.83	14.04 NW 15.67 N 15.67 S
S-7	TYPE 'F' INLET W/USP 4'-0" RCP FRAME & GRATE	20.10	14.01 SE 14.05 SW
S-8	TYPE 'F' INLET W/USP 5'-0" RCP FRAME & GRATE	19.30	12.97 S 14.05 NE

NOTE: NORTH 34th BLVD ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY. IF REFLECTED HEREIN, THE ROADWAY CONFIGURATION WILL BE REVISED TO REFLECT A 50'-0" SECTION WITH RIGHT TURN LANES AT EACH AVENUE (WHEN APPROVED BY THE COUNTY).

VERTICAL DATUM NOTE: ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). NATIONAL GEODETIC VERTICAL DATUM (NGVD) CONVERSION FACTOR: NGVD - NAVD = 1.484'

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
1	04/2024	CJB	ADD ROOF DRAIN LINES BUILDING #2 & #3				
2	05/2023	SPC	SEWERY LATERALS & DRAINAGE ME.				
3	8/2023	SPC	REVISION PER PD7				

Designed by: G.F.C. Date: 8/2022
 Drawn by: G.F.C. Date: 8/2022
 Checked by: C.J.R. Date: _____

BALLBÉ & ASSOCIATES
 Civil Engineering, Planning & Surveying

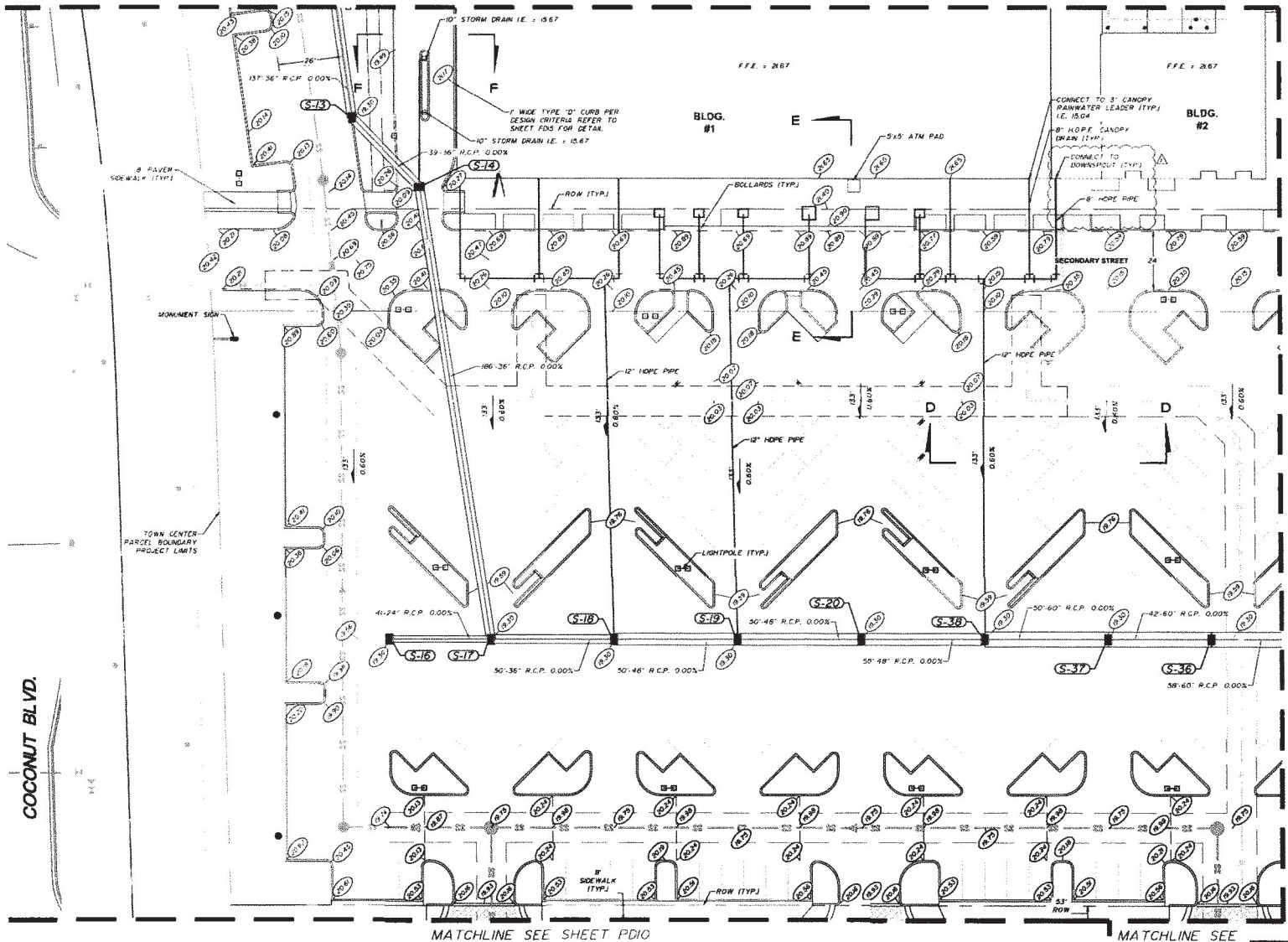
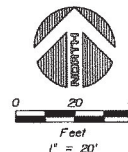
2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

PAVING AND DRAINAGE SYSTEM
 PL 23
 AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

Engineer of Record
 Carlos J. Balbe
 Registered Engineer Number 41811
 State of Florida

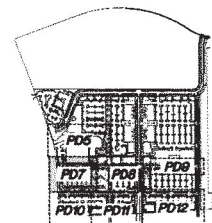
Project Number: 202109
 Sheet Number: PD5
 Date: 02/09/2024

MATCHLINE SEE SHEET PD5



DRAINAGE STRUCTURE TABLE				
NO.	TYPE	RM. EL.	PIPE INV. EL.	
S-13	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	12.97 SE 12.97 N	
S-14	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	20.09	12.42 S 12.97 NW 13.67 N	
S-15	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	14.03 E	
S-17	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	12.97 E 12.42 N 14.03 W	
S-18	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	8.88 E 12.97 N 14.71 N	
S-19	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	8.88 E 8.88 W	
S-20	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	8.88 E 8.88 W	
S-21	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	9.12 E 10.80 W	
S-27	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	10.80 E 10.80 W	
S-30	TYPE "J" INLET WAJF 455-620 FRAME B GRATE	13.30	8.88 W 10.80 E 14.71 N	

LEGEND	
	PROP. HEAVY DUTY PAVEMENT
	PROP. CONCRETE
	PROP. PAVERS
	PROP. ASPHALT



KEY MAP

NOTE: NORTHLAKE BLVD ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY IS REFLECTED HEREIN. THE ROADWAY CONFIGURATION WILL BE REVISED TO REFLECT A SIDEWALK SECTION WITH RIGHT TURN LANES AT EACH AVENUE DRIVEWAY WHEN APPROVED BY THE COUNTY.

VERTICAL DATUM NOTE:
ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1985 TRANSIT NATIONAL GEODETIC VERTICAL DATUM (NVD85). CONVERSION FACTOR: NVD85 - NAVD - 1.845'

NO.	DATE	BY	REVISION

Designed by G.F.C. Date 8/2022
 Drawn by G.F.C. Date 8/2022
 Checked by C.J.B. Date

BALLBÉ & ASSOCIATES
 2737 Northeast 38th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

PAVING AND DRAINAGE SYSTEM
 AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

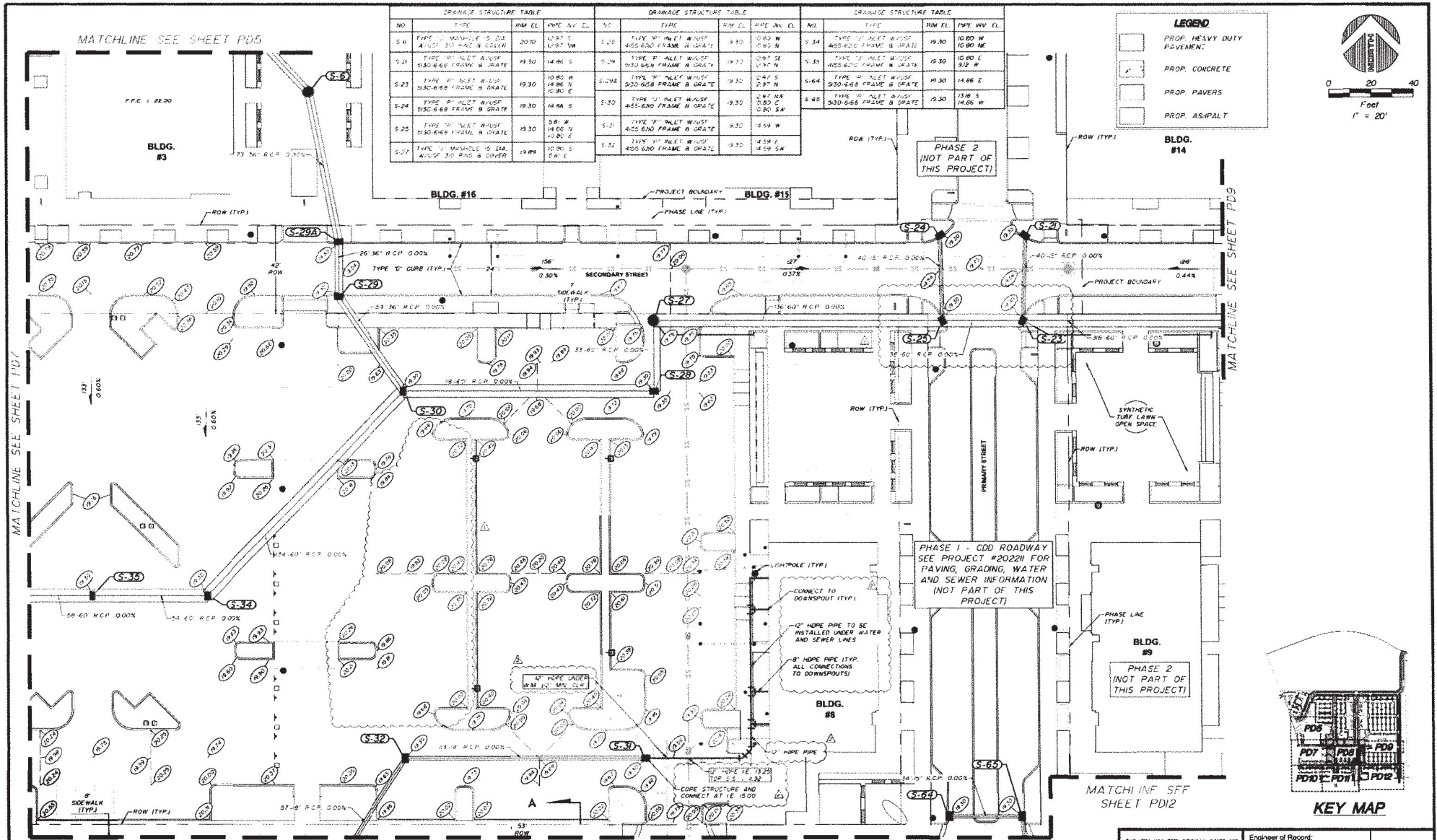
Engineer of Record:

 Carlos J. Ballbé
 Registered Engineer Number 11811
 State of Florida

Project Number: 202109
 Sheet Number: P07
 Date: 02/09/2024

DocuSign Envelope ID: B3CB84AA-F71E-461A-B7F8-FE9EABA18F4E

DocuSign Envelope ID: B3CB84AA-F71E-461A-B7F8-FE9EABA18F4E



DRAINAGE STRUCTURE TABLE				DRAINAGE STRUCTURE TABLE				DRAINAGE STRUCTURE TABLE			
NO.	TYPE	R/W EL.	FWY INV. EL.	NO.	TYPE	R/W EL.	FWY INV. EL.	NO.	TYPE	R/W EL.	FWY INV. EL.
S-4	TYPE 1 MANHOLE 30 DIA. W/USP 30 RAG & COVER	20.00	12.87 S	S-20	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	10.80 W	S-34	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	10.80 W
S-12	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 S	S-21	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	12.87 N	S-35	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	10.80 W
S-23	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 S	S-24	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	12.87 S	S-44	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 E
S-24	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 S	S-25	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	12.87 N	S-45	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 S
S-25	TYPE 10" INLET WAJSP 300-600 FRAME & GRATE	19.30	14.86 S	S-26	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	12.87 N				
S-27	TYPE 10" MANHOLE 30 DIA. W/USP 30 RAG & COVER	19.99	10.80 S	S-32	TYPE 10" INLET WAJSP 400-620 FRAME & GRATE	19.30	12.87 N				

LEGEND

- PROP. HEAVY DUTY PAVEMENT
- PROP. CONCRETE
- PROP. PAVERS
- PROP. ASPHALT

NOTE: NORTHLAKE BLVD ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY IS REFLECTED HEREIN. THE ROADWAY CONFIGURATION WILL BE REVISED TO REFLECT A SIDEWALK SECTION WITH RIGHT TURN LANES AT CASH AVENUE DRIVEWAY WHEN APPROVED BY THE COUNTY.

VERTICAL DATUM NOTE: ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 83). NATIONAL GEODETIC SERVICE GARDEN PLAZA CONVERSION FACTOR NAD 83 - 14.40 - 14.40.

NO.	DATE	BY	REVISION
1	1/24/2024	CJB	ADD ROOF DRAIN TAPE BUILDING #6
2	02/14/23	WFC	CROSSWALK & PARKING LOT REV

Designed by: G.F.C. Date: 8/2022
 Drawn by: G.F.C. Date: 8/2022
 Checked by: C.A.B. Date: _____



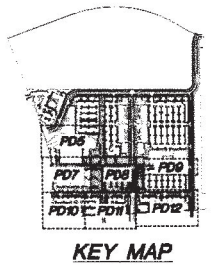
2737 Northeast 38th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

PAVING AND DRAINAGE SYSTEM
AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

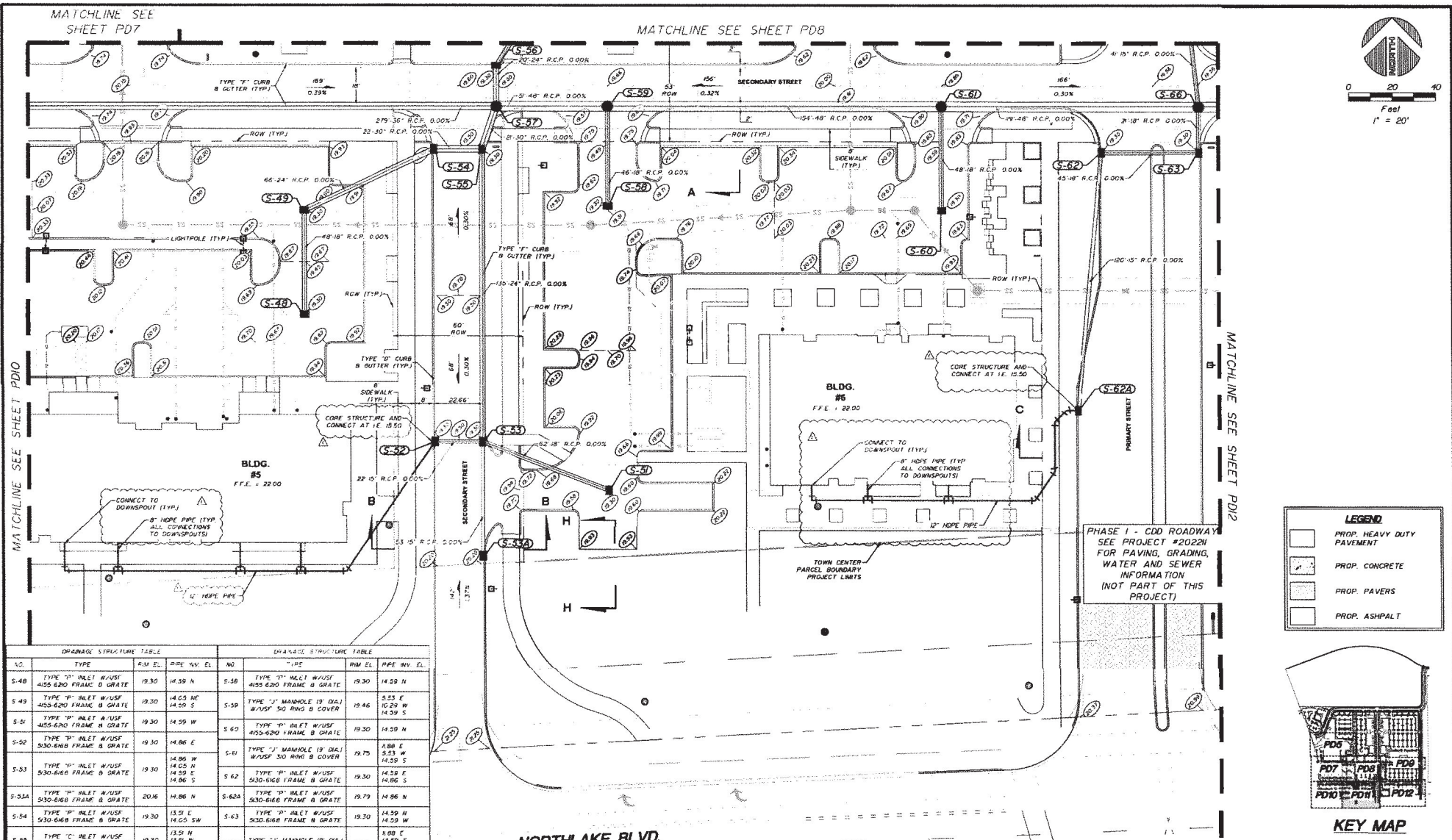
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CARLOS J. BALBA IN THE DATE SHOWN TO THE RIGHT.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VIEWED ON ANY ELECTRONIC COPIES.

Engineer of Record:

Project Number: 202109
 Sheet Number: PDB
 Date: 02/09/2024

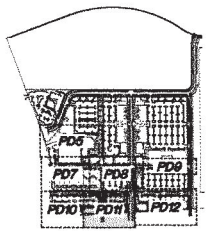


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LEGEND

- PROP. HEAVY DUTY PAVEMENT
- PROP. CONCRETE
- PROP. PAVERS
- PROP. ASPHALT



DRAINAGE STRUCTURE TABLE				DRAINAGE STRUCTURE TABLE			
NO.	TYPE	R/W EL.	R/PF INV. EL.	NO.	TYPE	R/W EL.	R/PF INV. EL.
S-48	TYPE "D" INLET W/USF 405-620 FRAME B GRATE	19.30	14.59 N	S-58	TYPE "D" INLET W/USF 405-620 FRAME B GRATE	19.30	14.59 N
S-49	TYPE "D" INLET W/USF 405-620 FRAME B GRATE	19.30	14.55 NE 14.55 S	S-59	TYPE "J" MANHOLE 19 DIA W/USF 30 RING B COVER	19.46	5.53 E 10.29 W 14.59 S
S-51	TYPE "D" INLET W/USF 405-620 FRAME B GRATE	19.30	14.59 W	S-60	TYPE "D" INLET W/USF 405-620 FRAME B GRATE	19.30	14.59 N
S-52	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	14.86 E	S-61	TYPE "J" MANHOLE 19 DIA W/USF 30 RING B COVER	19.75	4.88 E 5.53 W 14.59 S
S-53	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	14.86 W 14.65 N 14.59 E 14.86 S	S-62	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	14.59 E 14.86 S
S-53A	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	20.16	14.86 N	S-62A	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.73	14.86 N
S-54	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	13.51 E 14.65 SW	S-63	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	14.59 N 14.59 W
S-55	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	13.51 N 13.51 W 14.65 S	S-64	TYPE "J" MANHOLE 19 DIA W/USF 30 RING B COVER	19.55	8.88 E 14.59 S 13.51 W 8.88 W
S-56	TYPE "D" INLET W/USF 300-668 FRAME B GRATE	19.30	12.38 S 14.59 NE				
S-57	TYPE "J" MANHOLE 19 DIA W/USF 30 RING B COVER	19.30	10.29 E 8.84 W 12.38 N 13.51 S				

NO.	DATE	BY	REVISION
1	10/09/2024	CJB	ADD ROOF DRAIN LINES BUILDINGS #5 AND #6

Designed by: G.F.C. Date: 8/20/22
 Drawn by: G.F.C. Date: 8/20/22
 Checked by: C.J.B. Date: _____

BALLBÉ & ASSOCIATES
 2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

NOTE: NORTHLAKE BLVD. ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY IS REFLECTED HEREIN. THE ROADWAY CONFIGURATION WILL BE REVISED TO REFLECT A 3-LANE SECTION WITH RIGHT TURN LANES AT EACH AVENIR DRIVEWAY WHEN APPROVED BY THE COUNTY.

VERTICAL DATUM NOTE:
 ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD8). NATIONAL GEODETIC VERTICAL DATUM (NGVD) CONVERSION FACTOR: NGVD = NAVD + 1.484'

THIS PLAN HAS BEEN ORIGINALLY SIGNED AND SEALED BY CARLOS J. BALBÉ ON THE DATE INDICATED TO THE SEAL.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PAVING AND DRAINAGE SYSTEM
 AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

Engineer of Record:

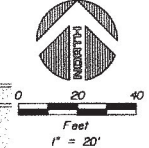
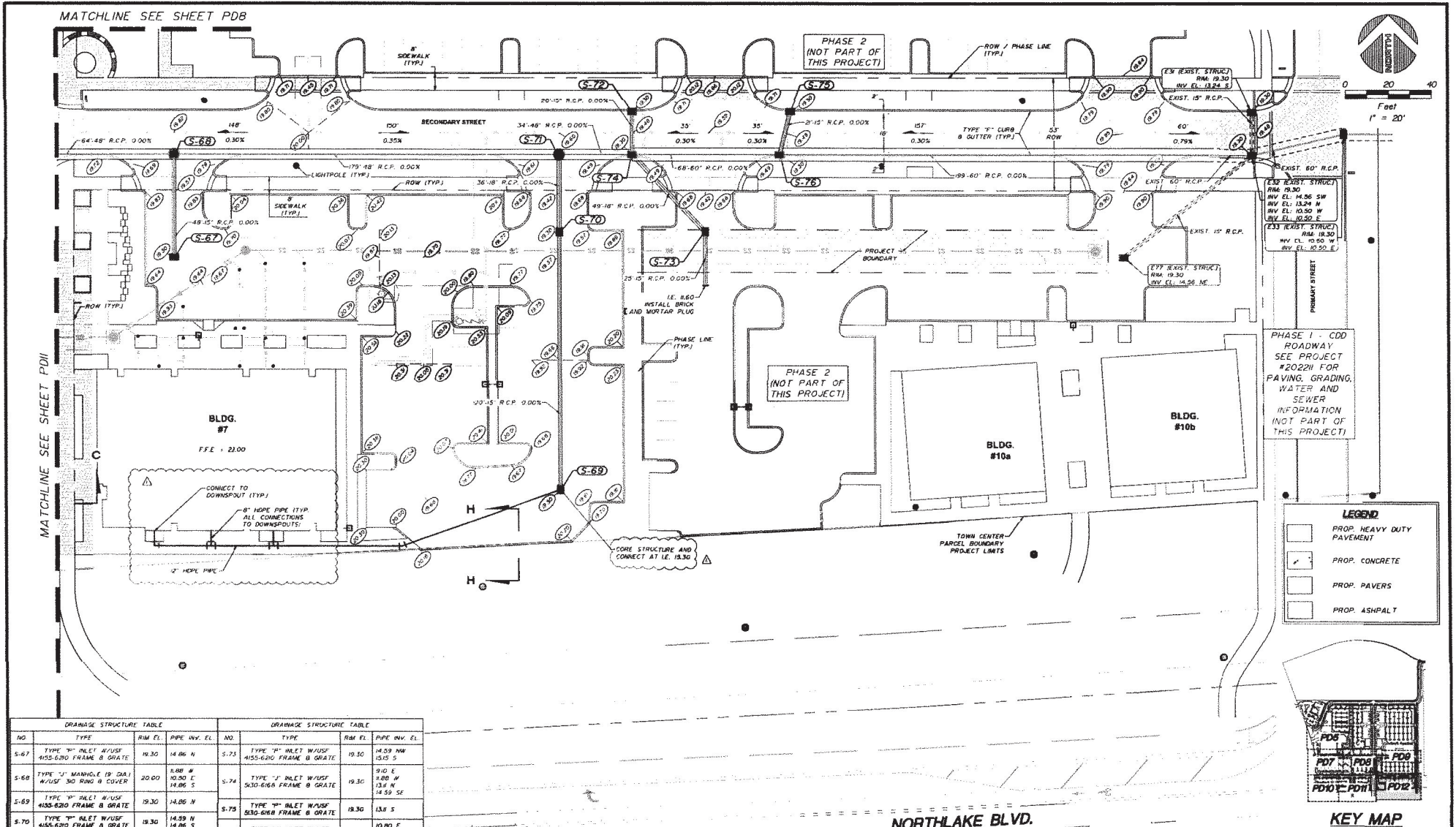
 Carlos J. Balbé
 Registered Engineer Number 41811
 State of Florida

Project Number:
202109

Sheet Number:
PD11

Date:
02/09/2024

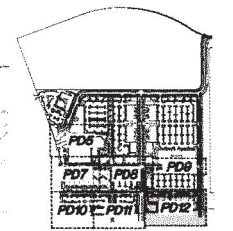
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PHASE I - CDD ROADWAY SEE PROJECT #2022H FOR PAVING, GRADING, WATER AND SEWER INFORMATION (NOT PART OF THIS PROJECT)

LEGEND

	PROP. HEAVY DUTY PAVEMENT
	PROP. CONCRETE
	PROP. PAVERS
	PROP. ASPHALT



DRAINAGE STRUCTURE TABLE				DRAINAGE STRUCTURE TABLE			
NO.	TYPE	RM EL.	PIPE INV. EL.	NO.	TYPE	RM EL.	PIPE INV. EL.
S-67	TYPE "I" INLET W/USF 455-620 FRAME B GRATE	19.30	14.86 N	S-73	TYPE "I" INLET W/USF 455-620 FRAME B GRATE	19.30	14.59 NW 15.15 S
S-68	TYPE "J" MANHOLE 19" DIA W/USF 30" RING B COVER	20.00	8.88 W 10.50 E 14.86 S	S-74	TYPE "J" INLET W/USF 530-658 FRAME B GRATE	19.30	9.10 E 3.88 W 13.4 W 14.59 SE
S-69	TYPE "I" INLET W/USF 455-620 FRAME B GRATE	19.30	14.06 N	S-75	TYPE "I" INLET W/USF 530-658 FRAME B GRATE	19.30	13.8 S
S-70	TYPE "I" INLET W/USF 455-620 FRAME B GRATE	19.30	14.59 N 14.86 S	S-76	TYPE "J" INLET W/USF 530-658 FRAME B GRATE	19.30	10.80 E 9.10 W 13.8 N
S-71	TYPE "J" MANHOLE 19" DIA W/USF 30" RING B COVER	18.80	8.88 E 10.50 W 14.59 S				
S-72	TYPE "I" INLET W/USF 530-658 FRAME B GRATE	19.30	13.8 S				

NOTE: NORTHLAKE BLVD ROADWAY CONFIGURATION CURRENTLY APPROVED BY THE COUNTY IS REFLECTED HEREIN. THE ROADWAY CONFIGURATION WILL BE REVISED TO REFLECT A SIX-LANE SECTION WITH RIGHT TURN LANES AT EACH AVENUE DRIVEWAY WHEN APPROVED BY THE COUNTY.

VERTICAL DATUM NOTE: ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD8). NATIONAL GEODETIC VERTICAL DATUM (NGVD) CONVERSION FACTOR: NGVD - NAVD = 1.545'

NO.	DATE	BY	REVISION
1	10/29/2024	CJB	ADD ROOF DRAIN LINES BUILDING #7

Designed by: *G.F.C.* Date: *8/20/22*
 Drawn by: *G.F.C.* Date: *8/20/22*
 Checked by: *C.J.B.* Date: _____

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7811
 Authorization No. CA26426

PAVING AND DRAINAGE SYSTEM PLAN
AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

Engineer of Record:

 Carlos J. Balbe
 Registered Engineer Number 41811
 State of Florida

Project Number: 202109
 Sheet Number: PDI2
 Date: 02/09/2024



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 #CUC032651

STATE GENERAL CONTRACTOR LICENSE #CGC011107

To: Hawkins Construction, Inc	Contact:
Address: Tarpon Springs, FL	Phone:
	Fax:
Project Name: AVENIR PUBLIX CO#3 ADD RWL'S FOR BLDGS. #2,3,5,6,7 & 8	Bid Number:
Project Location: AVENIR, PALM BEACH GARDENS, FL	Bid Date: 3/5/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	GENERAL CONDITIONS	1.00	LS	\$2,925.00	\$2,925.00
2	SURVEY/LAYOUT/ASBUILTS	1.00	LS	\$1,040.00	\$1,040.00
39	8" HDPE STORM PIPE	466.00	LF	\$33.97	\$15,830.02
41	12" HDPE STORM PIPE	639.00	LF	\$45.45	\$29,042.55
43	CONNECT TO EXISTING STRUCTURE	6.00	EACH	\$4,692.13	\$28,152.78
96	12" SUBGRADE STABILIZATON	175.00	SY	\$5.31	\$929.25
97	8" FDOT BASE PRODUCT	175.00	SY	\$14.19	\$2,483.25
98	1.0" ASPHALT (FIRST LIFT) LIGHT DUTY	175.00	SY	\$9.21	\$1,611.75

Total Bid Price: \$82,014.60

Notes:

- CHANGE ORDER # 3 BASED ON PLANS DATED 2/9/2024

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Centerline, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--



CGC#1522017

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

PDF

PCO #005

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #005: CE #009 - Added Dry Retention

Table with 2 columns: Field Name and Value. Fields include PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: CE #009 - Added Dry Retention

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #009 - Added Dry Retention

- Added Dry Retention Areas along the Paseo area.

ATTACHMENTS:

Avenir Town Center Paseo Grading Plans.pdf_ _avenir-bahia sod hawkins 2024.pdf_ _Change Order #4 (Publix) Dry Retention Along Paseo.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for site and landscape work, and a summary section for insurance and fees.

Architect:

Owner/Developer:

Handwritten signature of Karl Smith

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

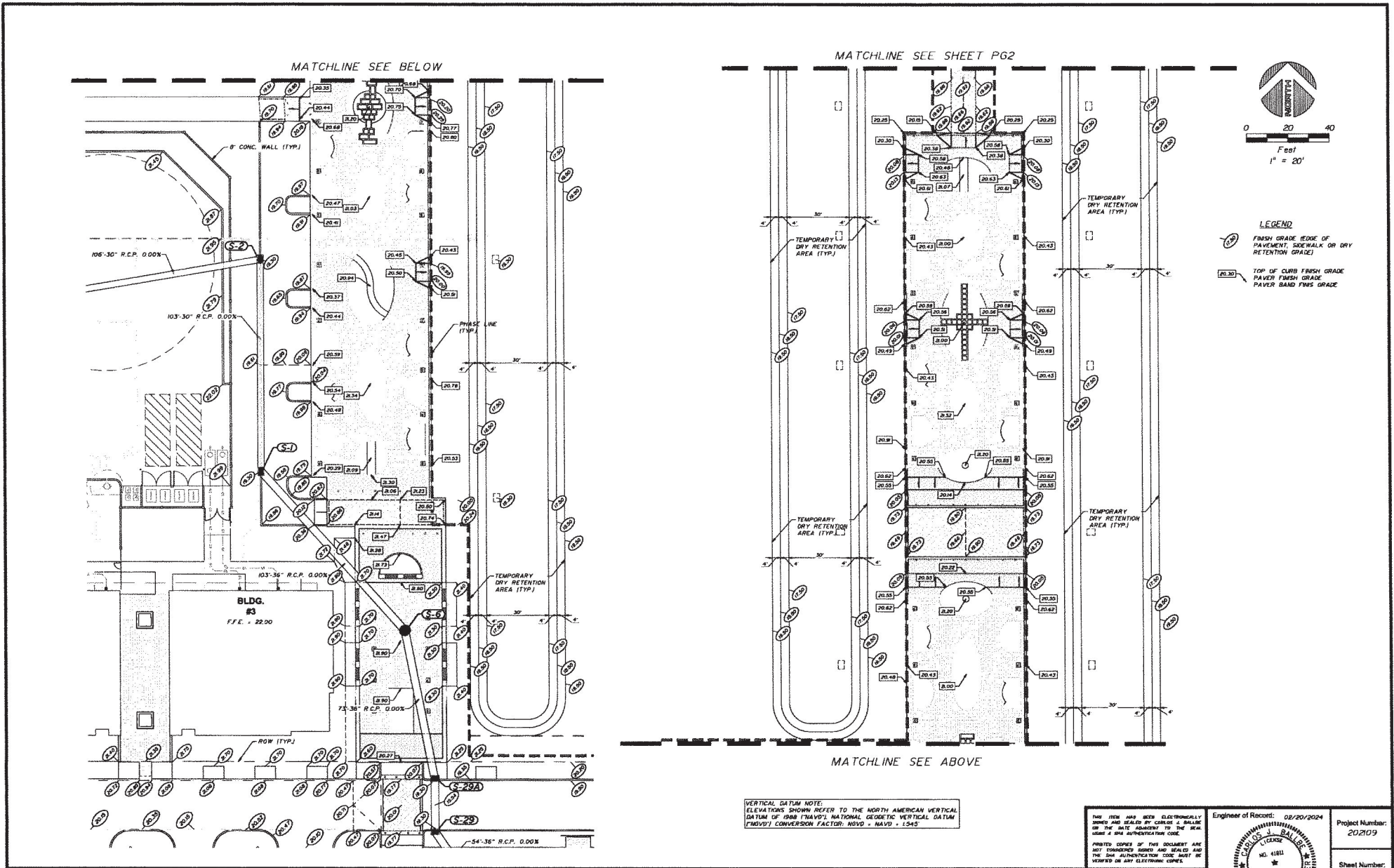
Karl Smith

4/26/2024

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



NO.	DATE	BY	REVISION

Designed by: **CJB** Date: **02/20/24**
 Drawn by: **CJB** Date: **02/20/24**
 Checked by: **CJB** Date: **02/20/24**

BALLBÉ & ASSOCIATES
 Civil Engineering & Planning Services

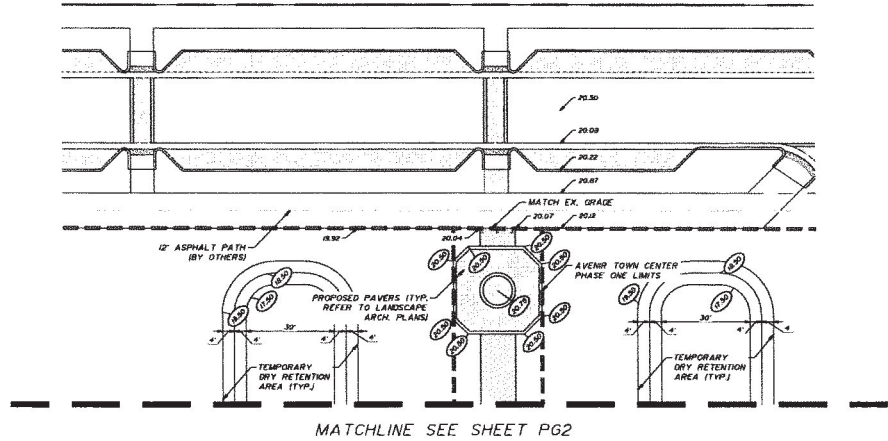
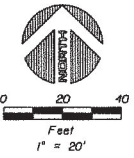
3564 N. Ocean Boulevard
 Fort Lauderdale, Florida 33308
 Phone: (954) 491-7811
 Authorization No. CA-26426

PASEO GRADING PLAN
AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

THIS PLAN AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF BALLBÉ & ASSOCIATES, INC. AND SHALL REMAIN THE PROPERTY OF BALLBÉ & ASSOCIATES, INC. IF YOU ARE NOT THE ORIGINAL CLIENT OF BALLBÉ & ASSOCIATES, INC. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF BALLBÉ & ASSOCIATES, INC.

Engineer of Record: **02/20/2024**
 Project Number: **202109**
 Sheet Number: **PG1**
 Date: **02/20/2024**

Carlos J. Ballbé
 Registered Engineer Number 41811
 State of Florida



LEGEND

(S) FINISH GRADE (EDGE OF PAVEMENT, SIDEWALK OR DRY RETENTION GRADE)

[20.30] TOP OF CURB FINISH GRADE
PAVER FINISH GRADE
PAVER BAND FINISH GRADE

VERTICAL DATUM NOTE:
ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83). NATIONAL GEODETIC VERTICAL DATUM (NGVD83) CONVERSION FACTOR: NGVD - NAVD = 1.4845'

NO.	DATE	BY	REVISION

Designed by: CJB Date: 02/20/24
 Drawn by: CJB Date: 02/20/24
 Checked by: CJB Date: 02/20/24

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

3564 N. Ocean Boulevard
 Fort Lauderdale, Florida 33308
 Phone: (954) 491-7811
 Authorization No. CA-26426

PASEO GRADING PLAN
AVENIR - TOWN CENTER PHASE I
 AVENIR DEVELOPMENT, LLC

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY CARLOS J. BALLBE ON THE DATE ADJACENT TO THE SEAL. DATE: 02/20/2024

Engineer of Record: 02/20/2024



Carlos J. Ballbe
 Registered Engineer Number 41811
 State of Florida

Project Number:
202109

Sheet Number:
PG2

Date:
02/20/2024

Green Go's Landscaping, LLC

11725 SW 91 Terrace
 FL 33157

Invoice

Date	Invoice #
2/29/2024	156

Bill To
Hawkins Costruction Seth Rains 727 938 9719 Palm Beach USA AVENIR-TOWN CENTER

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Landscape-Irrigation installation services Additonal Cost / Bahia Sod / Per request Karl @ Hawkins *** 52,520 Square Ft / Bahia Sod Mobilization - Labor- Equipment Delivered - Installed as per plans PG1 PG2 02-20-24 Any Additonal Sod needed after ** 52,320 will cost .50 cents per square ft installed AVENIR TOWN CENTER / PHASE 1 ** Excluded** Irrigation- Temp Watering- Water Truck / Lawn Maintenance All Area for sod must be Clean-Graded by Hawkins Construction Green Go's Landscaping, LLC 11725 SW 91 Terrace Miami Florida 33186 305 909 5743 jhitch74@hotmail.com	26,160.00	26,160.00
		Total	\$26,160.00



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 #CUCO32851

STATE GENERAL CONTRACTOR LICENSE #CGC011107

To: Hawkins Construction, Inc	Contact:
Address: Tarpon Springs, FL	Phone:
	Fax:
Project Name: AVENIR PUBLIX CO#3 DRY RETENTION AREA ALONG PASEO	Bid Number:
Project Location: AVENIR, PALM BEACH GARDENS, FL	Bid Date: 3/5/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	GENERAL CONDITIONS	1.00	LS	\$1,560.00	\$1,560.00
002	SURVEY/LAYOUT/ASBUILTS	1.00	LS	\$6,500.00	\$6,500.00
010	FINE GRADE	8,375.00	SY	\$3.90	\$32,662.50
999-NEW	EXCAVATE AND ROUGH SHAPING	6,430.00	CY	\$1.04	\$6,687.20

Total Bid Price: \$47,409.70

Notes:

- **CHANGE ORDER # 4 BASED ON PLANS DATED 2/9/2024**
- EXCESS FILL GENERATED WILL BE STOCKPILED IN PHASE 2 AREAS FOR REMOVAL BY OTHERS.
- SOD/LANDSCAPING BY OTHERS.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Centerline, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--



CGCH1522017

Hawkins Construction, Inc.

PCO #007

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #007: Exhibit A-11-Irrigation Pump Station

Table with 4 columns: Field Name, Value, Field Name, Value. Includes PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Exhibit A-11-Irrigation Pump Station

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #016 - Exhibit A-11-Irrigation Pump Station
Exhibit A-11-Irrigation Pump Station

Add Landscaping, Irrigation and Fencing at Irrigation Pump Station Per Revised Plans

Tree Replacement due to disease concern per UDS

ATTACHMENTS:

JR Hawkins-Avenir CO #1 Proposal 32459 (002).pdf RE AVENIR TOWN CENTER Triple Sylvestris Dates Green Go's.pdf avenir pumpstation new landscaping.pdf LP-17: LANDSCAPE PLAN Rev.2.pdf LP-18: LANDSCAPE PLAN-PLANTING DETAILS Rev.1.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for Irrigation Pump Station and Fencing, and summary rows for Subtotal, Insurance, Bond, Fee, and Grand Total.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

7/1/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



All-Rite Fence Services, LLC.
5115 Old Winter Garden Rd.
Orlando FL 32811
407-295-7093

Change Order Request

Quote # : 32459

Date: 05/01/2024

To: Hawkins Construction Inc
1430 L and R Industrial Blvd
Tarpon Springs FL 34689

Project: Publix 1800 Avenir Town Center CO

Attn: Ryan McCaugherty

Description

Amount

Irrigation Station:
Furnish and install approximately 46' of 6' black vinyl chain link fence
with (1) 5' x 6' pedestrian gate with standard hardware.

\$3,984.00

Excludes: permit, engineering and any other type or style of fence
not listed on this bid form.

This proposal is valid for 30 days. Please contact your salesperson to proceed
with work.

Salesperson: Jeff Rowlen
jeff@allritefence.com

Non-Taxable Amount:	\$3,984.00
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Quote Total	\$3,984.00




From: Tyler Peterson <TPeterson@udsflorida.com>
Sent: Tuesday, April 16, 2024 9:17 AM
To: Green Go's Landscaping LLC
Cc: Karl Smith; Brad King; John Mertens; Marvin Sclaver; Nick Mihelich
Subject: RE: AVENIR TOWN CENTER / Triple Sylvestris Dates / Green Go's

[EXTERNAL SENDER]


James,

Due to concerns about Lethal Bronzing, **please substitute the (4) Triple-trunk Sylvester Date Palms (code: PS3) specified for the South Paseo with (4) Triple-trunk Alexander Palms (code: PE3) as used in similar locations elsewhere in the project (North Paseo).**

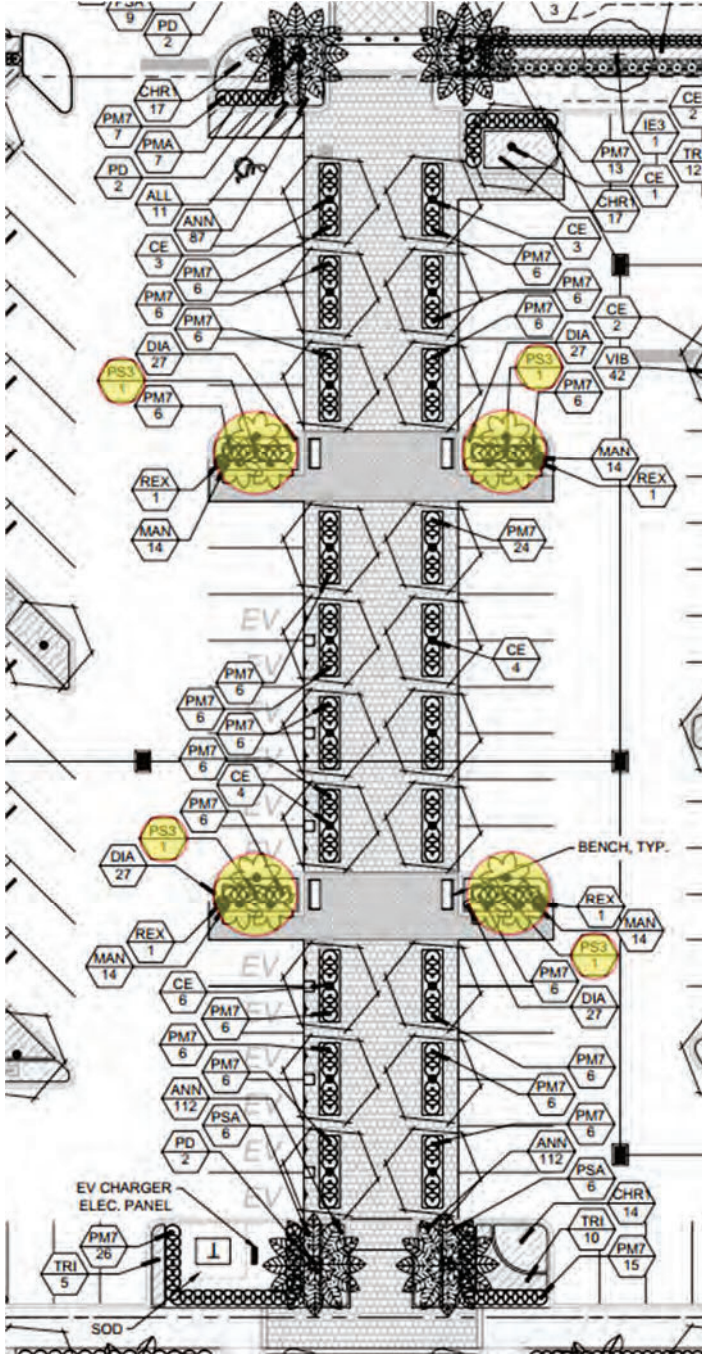
Previous Spec

	PS3	4	Phoenix sylvestris / Wild Date Palm Field Grown, Triple Trunk, Full Crowns * SEE NOTE BELOW SCHEDULE *	Yes
---	-----	---	---	-----

Proposed Substitution

	PE3	14	Ptychosperma elegans / Alexander Palm (Triple) Field Grown, Triple Trunk, 12' CW	Yes
--	-----	----	---	-----

Plan Location (South Paseo)



Please let us know if you have any questions.

Thanks,

Tyler Peterson
Urban Design Studio
tpeterson@udsflorida.com
Cell: (407) 697-4627

From: Green Go's Landscaping LLC <jhitch74@hotmail.com>
Sent: Monday, April 15, 2024 7:27 AM
To: Tyler Peterson <TPeterson@udsflorida.com>
Cc: Karl Smith <ksmith@hawkinsnet.com>; Brad King <bking@hawkinsnet.com>; John Mertens <jmertens@hawkinsnet.com>; Marvin Sclaver <msclaver@hawkinsnet.com>
Subject: AVENIR TOWN CENTER / Triple Sylvestris Dates / Green Go's

Good morning Sir,

We are near Tree Installation phase.

Please provide the Over-All Height for the ****Triple-Trunk Phoenix Sylvestris / Wild Date Palms**

Please see Plans / Sheet LP20- PH1 / Code PS3

Thank you,

James Hitchens

Green Go's Landscaping, LLC

President

James Hitchens

Office. 305 909 5743

11725 sw 91tr Miami FL, 33186

jhitch74@hotmail.com

Environment says do not print this email

Green Go's Landscaping, LLC

11725 SW 91 Terrace
 FL 33157

Invoice

Date	Invoice #
4/15/2024	164

Bill To
Hawkins Costruction Seth Rains 727 938 9719 Palm Beach USA AVENIR-TOWN CENTER

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Landscape-Irrigation installation services Additional Cost / Deductions / Tree Material-Landscape / Irrigation / ***PROJECT - AVENIR TOWN CENTER PHASE 1 26 - Phoenix Sylverstris Date Palms @ 20 ft **CT @ \$4,500 per palm installed / Original plans-Contract / - - Now being Substituted - Requested by UDS - Tyler NEW- REVISED - 26 - Phoenix MEDJOOL Date Palms @ 20 ft **CT @ \$4,500 per palm installed / New Palms in lieu of original Palms per plans / Approved by UDS - Tyler ** No Cost Change \$0.00 4 - Phoenix Sylvestris Date Palms **TRIPLE TRUNK @ \$2,500 per palm installed / Original plans-Contract / - - Now being Substituted - Request by UDS - Tyler NEW - REVISED - 4 - Alexander Palms **TRIPLE TRUNK @ 12 ft **CW @ \$1,500 per palm installed / New Palms in Lieu of Original Palms per plans / Approved by UDS - Tyler **Deduction Cost of -\$4,000 -\$4,000.00 Additionl REVISED Landscape- Irrigation covering Irrigation Pump Station- Natural Gas Station perimeter / - - Requested by UDS - Tyler 7- silver buttonwood @ 12 ft o/a 3" caliper @ \$500.00 per tree installed \$3,500.00 18 - Sabal Palms @ 12-16 ft **CT Slicked @ \$400 per palm Installed \$7,200.00 21 - Saw Palmetto 7 gl full @ \$75 per palm installed \$1,575.00 Irrigation / 100% full coverage Laterals-Spray heads- Funny pipe- Main PVC \$6,500.00 40 - Cubic Yards Top Soil Mix 50/50 @ 6" depth @ \$40 Per cubic yard \$1,600.00	27,425.00	27,425.00
		Total	

Green Go's Landscaping, LLC

11725 SW 91 Terrace
 FL 33157

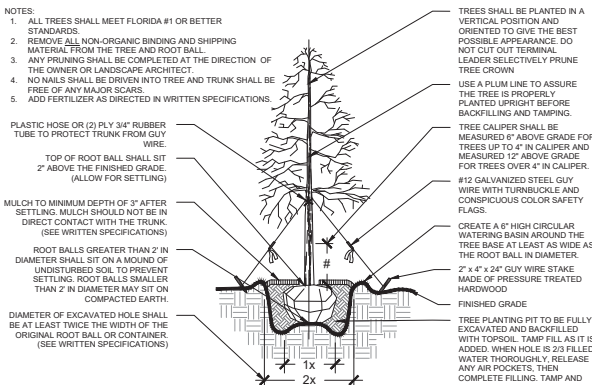
Invoice

Date	Invoice #
4/15/2024	164

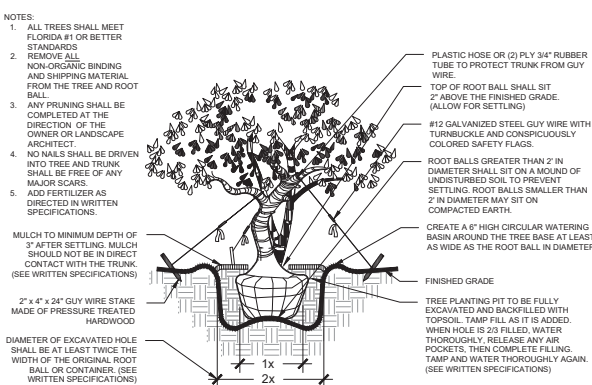
Bill To
Hawkins Costruction Seth Rains 727 938 9719 Palm Beach USA AVENIR-TOWN CENTER

P.O. No.	Terms	Project

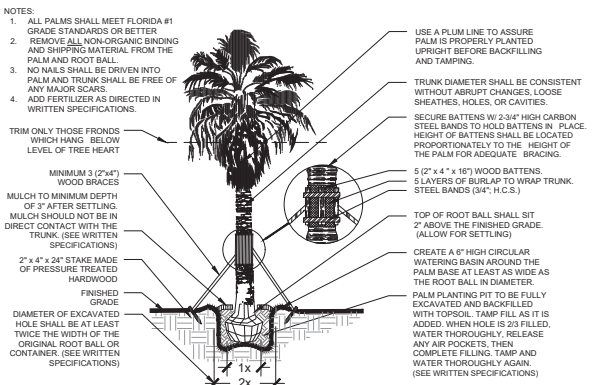
Quantity	Description	Rate	Amount
	20 - Cubic yards Eucalytus mulch @ 3" depth @ \$40 per cubic yard \$800.00 7,500 square ft Bahia Sod Installed @ .50 cents per square ft installed \$3,750.00 equipment - labor - temp watering \$2,750.00 **EXCLUDED / Fencing - excavating islands- back fill- lawn maintenace / structural Green Go's Landscaping, LLC 11725 SW 91 Terrace Miami Florida 33186 305 909 5743 jhitch74@hotmail.com		
		Total	\$27,425.00



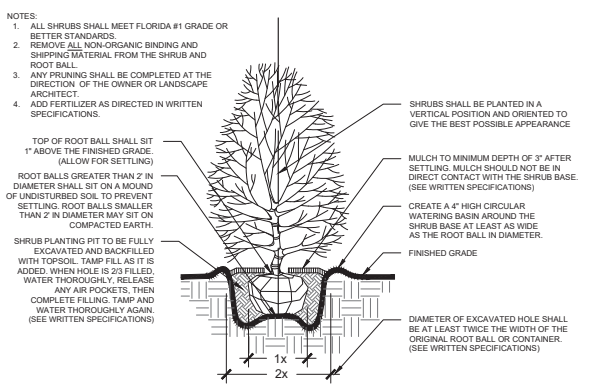
TREE PLANTING DETAIL
NOT TO SCALE



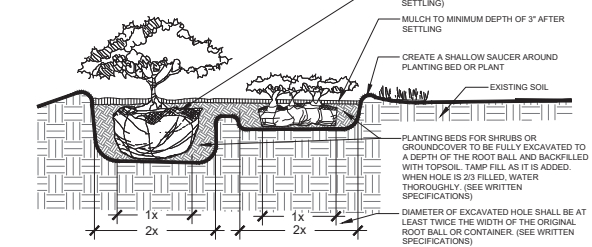
IRREGULAR & MULTI-STEM TREE PLANTING DETAIL
NOT TO SCALE



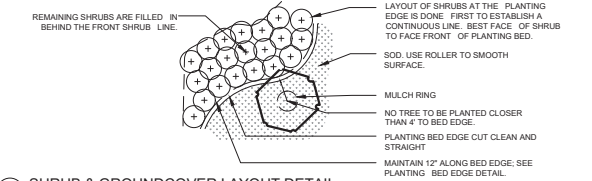
PALM PLANTING DETAIL
NOT TO SCALE



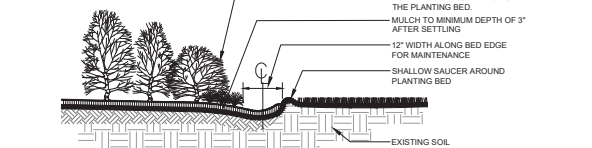
LARGE SHRUB PLANTING DETAIL
NOT TO SCALE



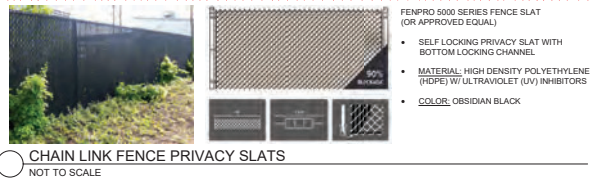
SHRUB AND GROUND COVER PLANTING DETAIL
NOT TO SCALE



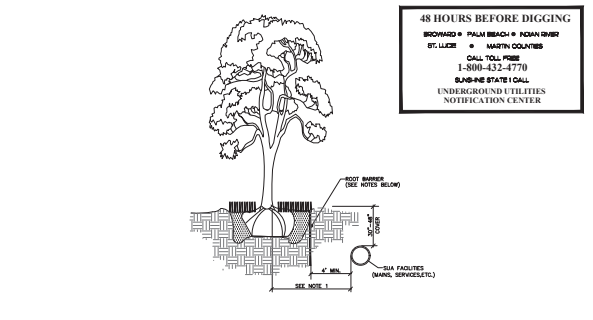
SHRUB & GROUNDCOVER LAYOUT DETAIL
NOT TO SCALE



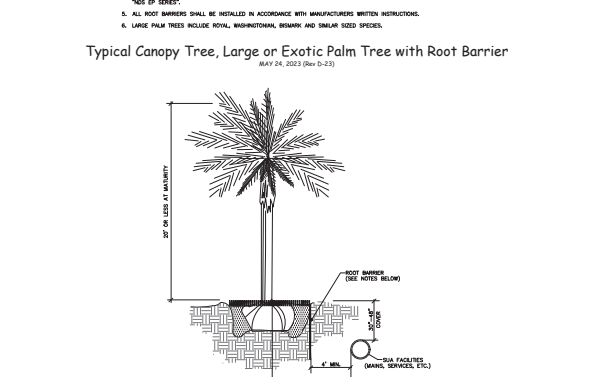
PLANTING BED EDGE DETAIL
NOT TO SCALE



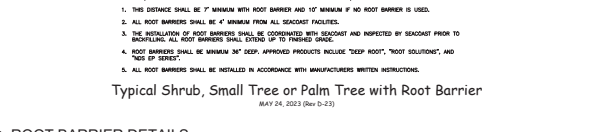
CHAIN LINK FENCE PRIVACY SLATS
NOT TO SCALE



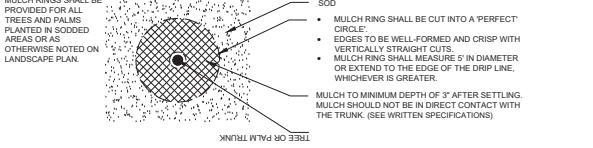
ROOT BARRIER DETAILS
NOT TO SCALE



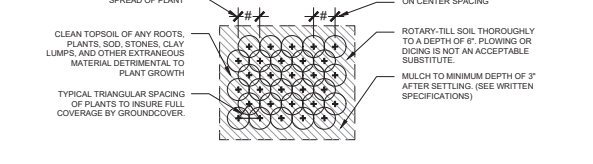
Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier
NOT TO SCALE



Typical Shrub, Small Tree or Palm Tree with Root Barrier
NOT TO SCALE



MULCH RING IN SOD DETAIL
NOT TO SCALE



GROUND COVERS & ROOTED CUTTING PLANTING DETAIL
NOT TO SCALE

48 HOURS BEFORE DIGGING
SHOWING # PALM BEACH # FORD HOUSE
BY LIZZY # HAZEN COLLIERIE
CALL TOLL FREE
1-800-432-4770
DURING OFFICE HOURS
DURING OFFICE HOURS
UNDERGROUND UTILITIES
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Communication Graphics
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West Palm Beach, FL 33401
561.366.1100 FAX: 561.366.1111
www.udstudio.com
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Avenir Town Center
Phases 1 & 2
Palm Beach Gardens, Florida
Landscape Plan - Planting Details

Date: June 2021
Project No.: 12-065.010
Designed By: TRM / TSP
Drawn By: TRM / TSP
Checked By: MC

Revision Dates:
R241 06-24-19 09:25:19 09:11:20 11:09:20
R203 07-22-19 09:25:19 09:11:20 11:09:20
R205 08-14-19 09:25:19 09:11:20 11:09:20
R206 08-28-19 09:25:19 09:11:20 11:09:20
R207 09-11-19 09:25:19 09:11:20 11:09:20
R208 09-24-19 09:25:19 09:11:20 11:09:20
R209 10-07-19 09:25:19 09:11:20 11:09:20
R210 10-20-19 09:25:19 09:11:20 11:09:20
R211 11-03-19 09:25:19 09:11:20 11:09:20
R212 11-16-19 09:25:19 09:11:20 11:09:20
R213 11-29-19 09:25:19 09:11:20 11:09:20
R214 12-12-19 09:25:19 09:11:20 11:09:20
R215 12-26-19 09:25:19 09:11:20 11:09:20
R216 01-09-20 09:25:19 09:11:20 11:09:20
R217 01-23-20 09:25:19 09:11:20 11:09:20
R218 02-06-20 09:25:19 09:11:20 11:09:20
R219 02-20-20 09:25:19 09:11:20 11:09:20
R220 03-06-20 09:25:19 09:11:20 11:09:20

LP-18
of 20



CGCH1522017

PCO #008

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #008: Fountain Lighting Changes

Table with 2 columns: Field Name and Value. Fields include PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Fountain Lighting Changes

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #013 - Fountain Lighting Changes
Fountain Lighting Changes:

REFERENCE 8106 CHANGE EVENT: 176 & PCO 006

ATTACHMENTS:

Hawkins Avenir TC Ftn 8 change order.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for Fountain Lighting Changes and Electrician Credits, plus insurance and bond fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

7/1/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Aqua Escapes, Inc.

1107 4th Ave S
Lake Worth, FL 33460 US
+15613508586
marsha@aewaterfalls.com



INVOICE

BILL TO
Hawkins Construction Inc.

SHIP TO
Hawkins Construction Inc.

INVOICE 1717
DATE 04/29/2024
TERMS Due on receipt
DUE DATE 04/29/2024

JOB NAME
Avenier Town Center FOUNTAIN 8

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Fountain Change Order	Strip Lights including Shipping. 9 - 36" strip lights 2 - 57' strip lights 2 - 5' strip lights 27 - mounting tracks 2 - transformers	1	19,680.09	19,680.09
Credit	Credit for 12 Pentair Lights	1	-9,574.46	-9,574.46

SUBTOTAL	10,105.63
TAX	0.00
TOTAL	10,105.63
BALANCE DUE	\$10,105.63



CGCH1522017

PCO #009

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #009: Exhibit A-14-Landscape Changes

Table with 4 columns: Field Name, Value, Field Name, Value. Includes PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Exhibit A-14-Landscape Changes

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #021 - Exhibit A-14-Landscape
Exhibit A-14- 06-14-24

ATTACHMENTS:

Change Request Detail - Exhibit A-14 8107.pdf _REVISED-AVENIR- 06-23-24.pdf _LP-11: Landscape Plan Rev.2.pdf _LP-6: LANDSCAPE PLAN Rev.2.pdf _LP-12: LANDSCAPE PLAN Rev.2.pdf _LP-10: LANDSCAPE PLAN Rev.2.pdf _LP-15: LANDSCAPE PLAN Rev.2.pdf _LP-14: LANDSCAPE PLAN Rev.2.pdf _LP-7: Landscape Plan Rev.2.pdf _LP-16: LANDSCAPE PLAN Rev.2.pdf _LP-17: LANDSCAPE PLAN Rev.3.pdf _LP-1.PH1: LANDSCAPE COVER SHEET Rev.1.pdf _LP-13: LANDSCAPE PLAN Rev.2.pdf _LP-3: Landscape Plan Rev.2.pdf _LP-20.PH1: LANDSCAPE COVER SHEET Rev.1.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Lists items like Landscape Work, Site Furnishings, and various insurance/bond fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

7/1/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Green Go's Landscaping, LLC

11725 SW 91 Terrace
 FL 33157

Invoice

Date	Invoice #
6/23/2024	170

Bill To
Hawkins Costruction Seth Rains 727 938 9719 Palm Beach USA AVENIR-TOWN CENTER

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Landscape-Irrigation installation services REVISED PLANS / NEW / 06-14-24 / AVENIR TOWN CENTER - - PHASE 1 LP-3 REVISED-NEW / ** NO COST CHANGE LP-6 REVISED-NEW / **NO COST CHANGE LP-7 REVISED - NEW / (ADDITONAL COST) - - BIO BARRIER ADDED TO LARGE CANOPY TREES - FICUS AND OAKS (PASEO) - - - \$4,750.00 LP-10 REVISED- NEW / ** NO COST CHANGE LP-11 REVISED- NEW / ** NO COST CHANGE LP-12 REVISED-NEW / **NO COST CHANGE LP-14 REVISED -NEW / **NO COST CHANGE LP-15 REVISED- NEW / **NO COST CHANGE LP-16 REVISED - NEW / **NO COST CHANGE LP-17 REVISED - NEW / ** NO COST CHANGE NO CHANGES FOR IRRIGATION ((PHASE 1)) AS OF 06-23-24 **EXCLUDED***** PLANTERS-POT-STRUCTURAL- HARDSCAPE- DRAINAGE ROCK#57 / BUILDING OF BERMS-SLOPES- REBUILDING OF BERMS SLOPES PROJECT: AVENIR TOWN CENTER - PHASE 1 GREEN GO'S LANDSCAPING, LLC 11725 SW 91 TERRACE MIAMI FLORIDA 33186 305 909 5743 JHITCH74@HOTMAIL.COM	4,750.00	4,750.00
		Total	\$4,750.00



CGCH1522017

PCO #010

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8107 - Avenir Town Center - Site, Landscape, Irrigation
12253 Northlake Blvd
Palm Beach Gardens, Florida 33412

Prime Contract Potential Change Order #010: 2-8107 - Site Lighting Revisi

Table with 2 columns: Field Name and Value. Fields include PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: 2-8107 - Site Lighting Revisi

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #024 - Site Lighting Revisions

Site Lighting Revisions:

- Provide accent lighting on offsite roadways per Ryan H
-Provide Communications conduit onsite, Irrigation Pump Changes, Fountain Changes and Secondary Conduits For Building #7 Across Premier St.

ATTACHMENTS:

Site Lighting Revisions (3).pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for electrical work and site work, plus insurance and bond fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

7/3/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



CGCH1522017

PCO #005

Hawkins Construction, Inc.

Hawkins Construction, Inc.
1430 L and R Industrial Blvd.
Tarpon Springs, Florida 34689
Phone: (727) 938-9719

Project: 2-8106 - Avenir Town Center - Publix #1800 & Retails
12253 Northlake Blvd
Palm Bch Garden, Florida 33412

Prime Contract Potential Change Order #005: Site Lighting Revisions

Table with 2 columns: Field Name and Value. Fields include PCO NUMBER/REVISION, REQUEST RECEIVED FROM, REFERENCE, FIELD CHANGE, LOCATION, CREATED BY, CREATED DATE, SCHEDULE IMPACT, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Site Lighting Revisions

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Site Lighting Revisions
Site Lighting Revisions: Provide accent lighting on offsite roadways per Ryan Holihan.

Hawkins Construction, Inc. (HCI) Reserves the right to revisit the project schedule and assess General Condition costs should this work delay or extend the Grand Opening of the project, which is currently scheduled for 10/31/24.

HCI acknowledges that if there is a concurrent delay that extends the Grand Opening date past 10/31/24, HCI will not be entitled to General Conditions costs but will be entitled to the extension of Time.

ATTACHMENTS:

Publix #1800 - CDE#010 REVISED Site and Accent Lighting Adder.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for Electrical Work and Survey & Layout, plus insurance and bond fees.

Architect:

Owner/Developer:

Hawkins Construction Inc
1430 L & R Industrial Blvd
Tarpon Springs Florida 34689

DocuSigned by:

Karl Smith

6/21/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Hawkins Construction
PO Box 1636
Tarpon Springs, Fl. 34688

6/14/2024

Attn: Karl Smith

Re: Publix #1800 Site and Accent lighting Adds
CDE # 010

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

SHEET ONE	\$93,426.00	SHEET EIGHT	\$151,263.00
SHEET TWO	\$104,935.00	SHEET NINE	\$53,669.00
SHEET THREE	\$55,828.00	SHEET TEN	\$82,513.00
SHEET FOUR	\$149,646.00	SHEET ELEVEN	\$165,636.00
SHEET FIVE	\$89,189.00		
SHEET SIX	\$33,387.00		
SHEET SEVEN	\$51,308.00		

TOTAL ADDED COST \$1,030,800.00

If you have any question or wish to discuss this further please give me a call.

Respectfully Submitted;

Bryan Schultz
Project Manager / Estimator



C. DAVIS ELECTRIC CO., INC.

6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES1.01			\$0.00		0.000
(8) TYPE B FIXTURE QUOTE	1	\$5,984.00	\$5,984.00		0.000
TYPE B FIXTURE INSTALLATION	8	\$75.00	\$600.00	4.000	32.000
TRENCHING	320	\$5.46	\$1,747.20	0.052	16.640
1" PVC WITH 3 - #10 THHN	350	\$3.47	\$1,214.50	0.056	19.600
1" PVC 90 DEGREE ELBOWS	15	\$3.12	\$46.80	0.689	10.335
1" PVC CONNECTORS	25	\$1.56	\$39.00	0.377	9.425
1" PVC COUPLINGS	15	\$0.85	\$12.75	0.037	0.555
SHEET ES1.02			\$0.00		0.000
(3) TYPE B FIXTURE QUOTE	1	\$2,244.00	\$2,244.00		0.000
TYPE B FIXTURE INSTALLATION	3	\$75.00	\$225.00	4.000	12.000
TRENCHING	590	\$5.46	\$3,221.40	0.052	30.680
1" PVC WITH 3 - #10 THHN	120	\$3.47	\$416.40	0.056	6.720
1" PVC 90 DEGREE ELBOWS	12	\$3.12	\$37.44	0.689	8.268
1" PVC CONNECTORS	5	\$1.56	\$7.80	0.377	1.885
1" PVC COUPLINGS	5	\$0.85	\$4.25	0.037	0.185
3 PHASE 30 AMP NEMA 3R DISCONNECT INSTALLATION (SIGN0	1	\$6.50	\$6.50	1.300	1.300
1 1/4 PVC (SIGN)	1700	\$3.09	\$5,253.00	0.020	34.000
1 1/4 PVC 90 DEGREE ELBOWS (SIGN)	4	\$8.75	\$35.00	0.715	2.860
1 1/4 PVC CONNECTORS (SIGN)	2	\$3.12	\$6.24	0.403	0.806
1 1/4 PVC COUPLINGS (SIGN)	88	\$1.12	\$98.56	0.037	3.256
4 - #6 THWN	1720	\$4.65	\$7,998.00	0.056	96.320
CONNECT SIGNS	1	\$31.20	\$31.20	2.600	2.600
SHEET ES1.03			\$0.00		0.000
(15) TYPE B FIXTURE QUOTE	1	\$8,976.00	\$8,976.00		0.000
TYPE B FIXTURE INSTALLATION	15	\$75.00	\$1,125.00	4.000	60.000
TRENCHING	1040	\$5.46	\$5,678.40	0.052	54.080
1" PVC WITH 3 - #10 THHN	580	\$3.47	\$2,012.60	0.056	32.480
1" PVC 90 DEGREE ELBOWS	27	\$3.12	\$84.24	0.689	18.603
1" PVC CONNECTORS	27	\$1.56	\$42.12	0.377	10.179
1" PVC COUPLINGS	49	\$0.85	\$41.65	0.037	1.813
WEATHER PROOF TOGGLE SWITCH (SIGNS)	2	\$17.16	\$34.32	1.300	2.600
BELL BOX (SIGNS)	2	\$9.55	\$19.10	0.910	1.820
TOTAL			\$47,242.47		471.010

QUOTED MATERIAL: \$0.00
 MATERIAL: \$47,242.47
 7.0% TAX: \$3,306.97
 TOTAL: \$50,549.44
 PERMIT: \$0.00
 MATERIAL & TAX: \$50,549.44
 LABOR: \$34,383.73
 TOTAL: \$84,933.17
 PROFIT/OVERHEAD 10%: \$8,493.32
 TOTAL: \$93,426.00

LABOR: 471.01 HOURS
 @ \$73.00
 TOTAL: \$34,383.73

Total Price: \$93,426.00



C. DAVIS ELECTRIC CO., INC.

6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES1.03 CONTINUED			\$0.00		0.000
CONNECT SIGNS	2	\$31.20	\$62.40	2.600	5.200
1" PVC WITH 3 - #8 THWN (SIGNS)	1210	\$4.41	\$5,336.10	0.070	84.700
1" PVC 90 DEGREE ELBOWS (SIGN)	5	\$3.12	\$15.60	0.689	3.445
1" PVC CONNECTORS (SIGN)	4	\$1.56	\$6.24	0.377	1.508
1" PVC COUPLINGS (SIGN)	60	\$0.85	\$51.00	0.037	2.220
SHEET ES1.04			\$0.00		0.000
(10) TYPE B FIXTURE QUOTE	1	\$7,480.00	\$7,480.00		0.000
TYPE B FIXTURE INSTALLATION	10	\$75.00	\$750.00	4.000	40.000
TRENCHING	820	\$5.46	\$4,477.20	0.052	42.640
CONNECT SIGNS	3	\$31.20	\$93.60	2.600	7.800
WEATHER PROOF TOGGLE SWITCH (SIGNS)	3	\$17.16	\$51.48	1.300	3.900
BELL BOXES (SIGNS)	3	\$9.55	\$28.65	0.910	2.730
1" PVC WITH 3 - #10 THWN	1000	\$3.47	\$3,470.00	0.056	56.000
1" PVC 90 DEGREE ELBOWS (SIGN)	36	\$3.12	\$112.32	0.689	24.804
1" PVC CONNECTORS (SIGN)	34	\$1.56	\$53.04	0.377	12.818
1" PVC COUPLINGS (SIGN)	67	\$0.85	\$56.95	0.037	2.479
1 1/4 PVC	720	\$3.09	\$2,224.80	0.020	14.400
1 1/4 PVC 90 DEGREE ELBOWS	8	\$8.75	\$70.00	0.715	5.720
1 1/4 PVC CONNECTORS	4	\$3.12	\$12.48	0.403	1.612
1 1/4 PVC COUPLINGS	20	\$1.12	\$22.40	0.037	0.740
SUPPLY AND INSTALL QUAZITE BOX	2	\$350.00	\$700.00	3.900	7.800
ES1.05			\$0.00		0.000
(19) TYPE B FIXTURE QUOTE	1	\$14,212.00	\$14,212.00		0.000
TYPE B FIXTURE INSTALLATION	19	\$75.00	\$1,425.00	4.000	76.000
TRENCHING	700	\$5.46	\$3,822.00	0.052	36.400
1" PVC WITH 3 - #10 THWN	820	\$3.47	\$2,845.40	0.056	45.920
1" PVC 90 DEGREE ELBOWS	47	\$3.12	\$146.64	0.689	32.383
1" PVC CONNECTORS	47	\$1.56	\$73.32	0.377	17.719
1" PVC COUPLINGS	84	\$0.85	\$71.40	0.037	3.108
1 1/4 PVC	700	\$3.09	\$2,163.00	0.020	14.000
1 1/4 PVC 90 DEGREE ELBOWS	12	\$8.75	\$105.00	0.715	8.580
1 1/4 PVC CONNECTORS	45	\$3.12	\$140.40	0.403	18.135
TOTAL			\$50,078.42		572.761

QUOTED MATERIAL: \$0.00
 MATERIAL: \$50,078.42
 7.0% TAX: \$3,505.49
 TOTAL: \$53,583.91
 PERMIT: \$0.00
 MATERIAL & TAX: \$53,583.91
 LABOR: \$41,811.55
 TOTAL: \$95,395.46
 PROFIT/OVERHEAD 10%: \$9,539.55
 TOTAL: \$104,935.01

LABOR: 572.76 HOURS
 @ \$73.00
 TOTAL: \$41,811.55

Total Price: \$104,935.00



6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES1.05 CONTINUED			\$0.00		0.000
1 1/4 PVC COUPLINGS	45	\$1.12	\$50.40	0.037	1.665
CONNECT SIGN	1	\$31.20	\$31.20	2.600	2.600
WEATHER PROOF TOGGLE SWITCH (SIGN)	1	\$17.16	\$17.16	1.300	1.300
BELL BOX (SIGN)	1	\$9.55	\$9.55	0.910	0.910
1" PVC WITH 3 - #10 THWN	450	\$3.47	\$1,561.50	0.056	25.200
1" PVC 90 DEGREE ELBOWS	3	\$3.12	\$9.36	0.689	2.067
1" PVC CONNECTORS	2	\$1.56	\$3.12	0.377	0.754
1" PVC COUPLINGS	41	\$0.85	\$34.85	0.037	1.517
SUPPLY AND INSTALL QUAZITE BOX	2	\$350.00	\$700.00	3.900	7.800
SHEET ES1.06			\$0.00		0.000
(4) TYPE B FIXTURE QUOTE	1	\$2,992.00	\$2,992.00		0.000
INSTALLATION OF TYPE B FIXTURE	4	\$75.00	\$300.00	4.000	16.000
TRENCHING	450	\$5.46	\$2,457.00	0.052	23.400
1" PVC WITH 3 - #10 THWN	280	\$3.47	\$971.60	0.056	15.680
1" PVC 90 DEGREE ELBOWS	10	\$3.12	\$31.20	0.689	6.890
1" PVC CONNECTORS	10	\$1.56	\$15.60	0.377	3.770
1" PVC COUPLINGS	21	\$0.85	\$17.85	0.037	0.777
QUAZITE BOX SUPPLY AND INSTALL	2	\$350.00	\$700.00	3.900	7.800
CONNECT SIGNS	3	\$31.20	\$93.60	2.600	7.800
WEATHER PROOF TOGGLE SWITCH (SIGN)	2	\$17.16	\$34.32	1.300	2.600
BELL BOX (SIGN)	2	\$9.55	\$19.10	0.910	1.820
1" PVC WITH 3 - #10 THWN (SIGN)	1200	\$3.47	\$4,164.00	0.056	67.200
1" PVC 90 DEGREE ELBOWS (SIGN)	6	\$3.12	\$18.72	0.689	4.134
1" PVC CONNECTORS (SIGN)	2	\$1.56	\$3.12	0.377	0.754
1" PVC COUPLINGS (SIGN)	97	\$0.85	\$82.45	0.037	3.589
3PHASE NEMA 3R 30 AMP DISCONNECT INSTALLATION (SIGN)	1	\$6.50	\$6.50	1.300	1.300
1 1/4 PVC WITH 4 - #8 THWN	1300	\$7.96	\$10,348.00	0.088	114.400
1 1/4 PVC 90 DEGREE ELBOWS	8	\$3.12	\$24.96	0.715	5.720
1 1/4 PVC CONNECTORS	2	\$1.56	\$3.12	0.377	0.754
1 1/4 PVC COUPLINGS	101	\$0.85	\$85.85	0.037	3.737
			\$0.00		0.000
			\$0.00		0.000
TOTAL			\$24,786.13		331.938

QUOTED MATERIAL: \$0.00
 MATERIAL: \$24,786.13
 7.0% TAX: \$1,735.03
 TOTAL: \$26,521.16
 PERMIT: \$0.00
 MATERIAL & TAX: \$26,521.16
 LABOR: \$24,231.47
 TOTAL: \$50,752.63
 PROFIT/OVERHEAD 10%: \$5,075.26
 TOTAL: \$55,828.00

LABOR: 331.94 HOURS
 @ \$73.00
 TOTAL: \$24,231.47

Total Price: \$55,828.00



C. DAVIS ELECTRIC CO., INC.

6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES1.07			\$0.00		0.000
(6) TYPE B FIXTURE QUOTE	1		\$4,488.00		0.000
TYPE B FIXTURE INSTALLATION	6	\$75.00	\$450.00	4.000	24.000
SHEET ES1.09			\$0.00		0.000
(19) TYPE B FIXTURE QUOTE	1		\$14,212.00		0.000
TYPE B FIXTURE INSTALLATION	10	\$75.00	\$750.00	4.000	40.000
BELL BOX (SIGN)	1	\$9.55	\$9.55	0.910	0.910
CONNECT SIGN	1	\$31.20	\$31.20	2.600	2.600
WEATHER PROOF TOGGLE SWITCH (SIGN)	1	\$17.16	\$17.16	1.300	1.300
TRENCHING	460	\$5.46	\$2,511.60	0.052	23.920
1" PVC WITH 3 #10 THWN	500	\$3.47	\$1,735.00	0.056	28.000
1" PVC 90 DEGREE ELBOWS	20	\$3.12	\$62.40	0.689	13.780
1" PVC CONNECTORS	20	\$1.56	\$31.20	0.377	7.540
1" PVC COUPLINGS	34	\$0.85	\$28.90	0.037	1.258
SHEET ES1.12			\$0.00		0.000
(7) TYPE B FIXTURE QUOTE	1		\$5,236.00		0.000
TYPE B FIXTURE INSTALLATION	7	\$75.00	\$525.00	4.000	28.000
CONNECT SIGN	6	\$31.20	\$187.20	2.600	15.600
WEATHER PROOF TOGGLE SWITCH (SIGN)	6	\$17.16	\$102.96	1.300	7.800
BELL BOX (SIGN)	6	\$9.55	\$57.30	0.910	5.460
TRENCHING	2100	\$5.46	\$11,466.00	0.052	109.200
1" PVC WITH 3 #10 THWN	1200	\$3.47	\$4,164.00	0.056	67.200
1" PVC 90 DEGREE ELBOWS	42	\$3.12	\$131.04	0.689	28.938
1" PVC CONNECTORS	42	\$1.56	\$65.52	0.377	15.834
1" PVC COUPLINGS	136	\$0.09	\$11.56	0.037	5.032
1" PVC WITH 5 - #10 THWN	860	\$4.35	\$3,741.00	0.062	53.320
1" PVC WITH 3 - #8 THWN	970	\$4.41	\$4,277.70	0.070	68.094
SHEET ES1.13			\$0.00		0.000
(11) TYPE B FIXTURE QUOTE	1		\$8,228.00		0.000
TYPE B FIXTURE INSTALLATION	11	\$75.00	\$825.00	4.000	44.000
TRENCHING	1200	\$5.46	\$6,552.00	0.052	62.400
1" PVC WITH 3 - #10 THWN	1400	\$3.47	\$4,858.00	0.056	78.400
1" PVC 90 DEGREE ELBOWS	48	\$3.12	\$149.76	0.689	33.072
TOTAL			\$74,905.05		765.658

QUOTED MATERIAL: \$0.00
 MATERIAL: \$74,905.05
 7.0% TAX: \$5,243.35
 TOTAL: \$80,148.40
 PERMIT: \$0.00
 MATERIAL & TAX: \$80,148.40
 LABOR: \$55,893.03
 TOTAL: \$136,041.44
 PROFIT/OVERHEAD 10%: \$13,604.14
 TOTAL: \$149,646.00

LABOR: 765.66 HOURS
 @ \$73.00
 TOTAL: \$55,893.03

Total Price: \$149,646.00



6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES1.13 CONTINUED			\$0.00		0.000
1" PVC CONNECTORS	48	\$1.56	\$74.88	0.377	18.096
1" PVC COUPLINGS	75	\$0.85	\$63.75	0.037	2.775
CONNECT SIGNS	4	\$31.20	\$124.80	2.600	10.400
WEATHER PROOF TOGGLE SWITCH (SIGN)	4	\$17.16	\$68.64	1.300	5.200
BELL BOX (SIGN)	4	\$9.55	\$38.20	0.910	3.640
1 1/4 PVC	1200	\$3.09	\$3,708.00	0.020	24.000
1 1/4 PVC 90 DEGREE ELBOW	4	\$8.75	\$35.00	0.715	2.860
1 1/4 PVC CONNECTORS	2	\$3.12	\$6.24	0.403	0.806
1 1/4 PVC COUPLINGS	25	\$1.12	\$28.00	0.037	0.925
QUAZITE BOX SUPPLY AND INSTALL	2	\$350.00	\$700.00	3.900	7.800
5 - #10 THWN	1300	\$2.21	\$2,873.00	0.026	33.800
5 - #8 THWN	1300	\$3.77	\$4,901.00	0.036	46.800
SHEET ES1.16			\$0.00		0.000
TRENCHING	625	\$5.46	\$3,412.50	0.052	32.500
1" PVC WITH 3 - #10 THWN	675	\$3.47	\$2,342.25	0.056	37.800
1" PVC 90 DEGREE ELBOWS	4	\$3.12	\$12.48	0.689	2.756
1" PVC CONNECTORS	4	\$1.56	\$6.24	0.377	1.508
1" PVC COUPLINGS	33	\$0.85	\$28.05	0.037	1.221
WEATHER PROOF TOGGLE SWITCH (SIGN)	4	\$17.16	\$68.64	1.300	5.200
BELL BOX (SIGN)	4	\$9.55	\$38.20	0.091	0.364
4 - #10 THWN	2100	\$1.77	\$3,717.00	0.023	48.300
3 - 1 1/4 PVC	3600	\$3.09	\$11,124.00	0.014	50.400
1 1/4 PVC 90 DEGREE ELBOW	12	\$8.75	\$105.00	0.715	8.580
1 1/4 PVC CONNECTORS	12	\$3.12	\$37.44	0.403	4.836
1 1/4 PVC COUPLINGS	135	\$1.12	\$151.20	0.037	4.995
8 - #10 THWN	1300	\$3.53	\$4,589.00	0.034	44.200
4 - #8 THWN	1300	\$3.02	\$3,926.00	0.048	62.400
QUAZITE BOX SUPPLY AND INSTALL	2	\$350.00	\$700.00	3.900	7.800
CONNECT SIGNS	4	\$31.20	\$124.80	2.600	10.400
			\$0.00		0.000
			\$0.00		0.000
			\$0.00		0.000
TOTAL			\$43,004.31		480.362

QUOTED MATERIAL: \$0.00
 MATERIAL: \$43,004.31
 7.0% TAX: \$3,010.30
 TOTAL: \$46,014.61
 PERMIT: \$0.00
 MATERIAL & TAX: \$46,014.61
 LABOR: \$35,066.43
 TOTAL: \$81,081.04
 PROFIT/OVERHEAD 10%: \$8,108.10
 TOTAL: \$89,189.00

LABOR: 480.36 HOURS
 @ \$73.00
 TOTAL: \$35,066.43

Total Price: \$89,189.00



C. DAVIS ELECTRIC CO., INC.

6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES3.01			\$0.00		0.000
(6) TYPE T FIXTURE QUOTE	1	\$1,188.00	\$1,188.00		2.000
TYPE T FIXTURE INSTALLATION	6	\$10.00	\$60.00	2.000	12.000
TRENCHING	450	\$5.46	\$2,457.00	0.052	23.400
3/4 PVC WITH 2 - #6 THHN	470	\$4.01	\$1,884.70	0.085	39.950
3/4 PVC 90 DEGREE ELBOWS	11	\$1.56	\$17.16	0.663	7.293
3/4 PVC CONNECTORS	11	\$1.56	\$17.16	0.364	4.004
3/4 PVC COUPLINGS	20	\$0.45	\$9.00	0.036	0.720
QUAZITE BOX SUPPLY AND INSTALL	2	\$350.00	\$700.00	3.900	7.800
SHEET ES3.02			\$0.00		0.000
(2) TYPE T FIXTURE QUOTE	1	\$396.00	\$396.00		0.000
TYPE T FIXTURE INSTALLATION	2	\$10.00	\$20.00	2.000	4.000
TRENCHING	40	\$5.46	\$218.40	0.052	2.080
3/4 PVC WITH 2 - #6 THHN	55	\$4.01	\$220.55	0.085	4.675
3/4 PVC 90 DEGREE ELBOWS	3	\$1.56	\$4.68	0.663	1.989
3/4 PVC CONNECTORS	3	\$1.56	\$4.68	0.364	1.092
3/4 PVC COUPLINGS	4	\$0.45	\$1.80	0.036	0.144
SHEET ES3.03			\$0.00		0.000
(13) TYPE T FIXTURE QUOTE	1	\$3,152.00	\$3,152.00		0.000
TYPE T FIXTURE INSTALLATION	13	\$10.00	\$130.00	2.000	26.000
600 WATT TRANSFORMER INSTALLATION	1	\$20.00	\$20.00	2.000	2.000
TRENCHING	900	\$5.46	\$4,914.00	0.052	46.800
3/4 PVC WITH 2 - #6 THHN	950	\$4.01	\$3,809.50	0.085	80.750
3/4 PVC 90 DEGREE ELBOWS	29	\$1.56	\$45.24	0.663	19.227
3/4 PVC CONNECTORS	29	\$1.56	\$45.24	0.364	10.556
3/4 PVC COUPLINGS	42	\$0.45	\$18.90	0.036	1.512
QUAZITE BOX SUPPLY AND INSTALL	3	\$350.00	\$1,050.00	3.900	11.700
1" PVC WITH 3 - #10 THWN	54	\$3.47	\$187.38	0.056	3.024
1" PVC 90 DEGREE ELBOWS	3	\$3.12	\$9.36	0.689	2.067
1" PVC CONNECTORS	2	\$1.56	\$3.12	0.377	0.754
1" PVC COUPLINGS	14	\$0.85	\$11.90	0.037	0.518
2 - #10 THWN	680	\$0.88	\$598.40	0.018	12.240
			\$0.00		0.000
TOTAL			\$21,194.17		328.295

QUOTED MATERIAL: \$0.00
 MATERIAL: \$21,194.17
 7.0% TAX: \$1,483.59
 TOTAL: \$22,677.76
 PERMIT: \$0.00
 MATERIAL & TAX: \$22,677.76
 LABOR: \$23,965.54
 TOTAL: \$46,643.30
 PROFIT/OVERHEAD 10%: \$4,664.33
 TOTAL: \$51,308.00

LABOR: 328.30 HOURS
 @ \$73.00
 TOTAL: \$23,965.54

Total Price: \$51,308.00



6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES3.04			\$0.00		0.000
(17) TYPE T FIXTURE QUOTE	1	\$3,366.00	\$3,366.00		0.000
(4) TYPE S FIXTURE QUOTE	1	\$440.00	\$440.00		0.000
TYPE T FIXTURE INSTALLATION	17	\$10.00	\$170.00	2.000	34.000
TYPE S FIXTURE INSTALLATION	4	\$50.00	\$200.00	8.000	32.000
600 WATT TRANSFORMER INSTALLATION	2	\$20.00	\$40.00	2.000	4.000
TRENCHING	2300	\$5.46	\$12,558.00	0.052	119.600
3/4 PVC WITH 2 - #6 THWN	1860	\$4.01	\$7,458.60	0.085	158.100
3/4 PVC 90 DEGREE ELBOWS	40	\$1.56	\$62.40	0.663	26.520
3/4 PVC CONNECTORS	40	\$1.56	\$62.40	0.364	14.560
3/4 PVC COUPLINGS	100	\$0.45	\$45.00	0.036	3.600
3/4 PVC WITH 5 - #10 THWN	300	\$3.68	\$1,104.00	0.061	18.300
3/4 PVC WITH 3 - #10 THWN	1000	\$2.79	\$2,790.00	0.055	55.000
BELL BOXES	8	\$9.55	\$76.40	0.910	7.280
1 1/4 PVC	1300	\$3.09	\$4,017.00	0.020	26.000
1 1/4 PVC 90 DEGREE ELBOWS	4	\$8.75	\$35.00	0.715	2.860
1 1/4 PVC CONNECTORS	2	\$3.12	\$6.24	0.403	0.806
1 1/4 PVC COUPLINGS	10	\$1.12	\$11.20	0.037	0.370
8 - #10 THWN	1520	\$3.53	\$5,365.60	0.034	51.680
2 - #10 THWN	1520	\$2.65	\$4,028.00	0.027	41.040
QUAZITE BOX SUPPLY AND INSTALL	4	\$350.00	\$1,400.00	3.900	15.600
SHEET ES3.05			\$0.00		0.000
(10) TYPE T FIXTURE QUOTE	1	\$1,980.00	\$1,980.00		0.000
TYPE T FIXTURE INSTALLATION	10	\$10.00	\$100.00	2.000	20.000
600 WATT TRANSFORMER INSTALLATION	1	\$20.00	\$20.00	2.000	2.000
TRENCHING	1575	\$5.46	\$8,599.50	0.052	81.900
3/4 PVC WITH 2 - #6 THWN	2405	\$4.01	\$9,644.05	0.085	204.425
3/4 PVC 90 DEGREE ELBOWS	24	\$1.56	\$37.44	0.663	15.912
3/4 PVC CONNECTORS	24	\$1.56	\$37.44	0.364	8.736
3/4 PVC COUPLINGS	50	\$0.45	\$22.50	0.036	1.800
			\$0.00		0.000
			\$0.00		0.000
			\$0.00		0.000
TOTAL			\$63,676.77		946.089

QUOTED MATERIAL: \$0.00
 MATERIAL: \$63,676.77
 7.0% TAX: \$4,457.37
 TOTAL: \$68,134.14
 PERMIT: \$0.00
 MATERIAL & TAX: \$68,134.14
 LABOR: \$69,064.50
 TOTAL: \$137,198.64
 PROFIT/OVERHEAD 10%: \$13,719.86
 TOTAL: \$151,263.00

LABOR: 946.09 HOURS
 @ \$73.00
 TOTAL: \$69,064.50

Total Price: \$151,263.00



C. DAVIS ELECTRIC CO., INC.

6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES3.06			\$0.00		0.000
(10) TYPE T FIXTURE QUOTE	1	\$1,980.00	\$1,980.00		0.000
TYPE T FIXTURE INSTALLATION	10	\$10.00	\$100.00	2.000	20.000
600 WATT TRANSFORMER INSTALLATION	1	\$20.00	\$20.00	2.000	2.000
TRENCHING	560	\$5.46	\$3,057.60	0.052	29.120
3/4 PVC WITH 2 - #6 THWN	400	\$4.01	\$1,604.00	0.085	34.000
3/4 PVC 90 DEGREE ELBOWS	18	\$1.56	\$28.08	0.663	11.934
3/4 PVC CONNECTORS	18	\$1.56	\$28.08	0.364	6.552
3/4 PVC COUPLINGS	34	\$0.45	\$15.30	0.036	1.224
QUAZITE BOX SUPPLY AND INSTALL	10	\$350.00	\$3,500.00	3.900	39.000
3 - #10 THWN	800	\$1.32	\$1,056.00	0.021	16.800
1 1/4 PVC	800	\$3.09	\$2,472.00	0.020	16.000
1 1/4 PVC 90 DEGREE ELBOWS	4	\$8.75	\$35.00	0.715	2.860
1 1/4 PVC CONNECTORS	2	\$3.12	\$6.24	0.403	0.806
1 1/4 PVC COUPLINGS	63	\$1.12	\$70.56	0.037	2.331
SHEET ES3.09			\$0.00		0.000
(21) TYPE T FIXTURE QUOTE	1	\$1,386.00	\$1,386.00		0.000
TYPE T FIXTURE INSTALLATION	7	\$10.00	\$70.00		0.000
600 WATT TRANSFORMER INSTALLATION	2	\$20.00	\$40.00		0.000
TRENCHING	320	\$5.46	\$1,747.20		0.000
3/4 PVC WITH 2 - #6 THWN	350	\$4.01	\$1,403.50		0.000
1" PVC WITH 5 - #8 THWN	780	\$5.92	\$4,617.60		0.000
3/4 PVC 90 DEGREE ELBOWS	36	\$1.56	\$56.16		0.000
3/4 PVC CONNECTORS	36	\$1.56	\$56.16		0.000
3/4 PVC COUPLINGS	50	\$0.45	\$22.50		0.000
1" PVC 90 DEGREE ELBOWS	3	\$3.12	\$9.36		0.000
1" PVC CONNECTORS	2	\$1.56	\$3.12		0.000
1" PVC COUPLINGS	10	\$0.85	\$8.50		0.000
SHEET ES3.12			\$0.00		0.000
(6) TYPE T FIXTURE QUOTE	1	\$3,168.00	\$3,168.00		0.000
(6) TYPE S FIXTURE QUOTE	1	\$660.00	\$660.00		0.000
TYPE T FIXTURE INSTALLATION	16	\$10.00	\$160.00	2.000	32.000
TYPE S FIXTURE INSTALLATION	6	\$50.00	\$300.00	8.000	48.000
TOTAL			\$27,680.96		262.627

QUOTED MATERIAL: \$0.00
 MATERIAL: \$27,680.96
 7.0% TAX: \$1,937.67
 TOTAL: \$29,618.63
 PERMIT: \$0.00
 MATERIAL & TAX: \$29,618.63
 LABOR: \$19,171.77
 TOTAL: \$48,790.40
 PROFIT/OVERHEAD 10%: \$4,879.04
 TOTAL: \$53,669.00

LABOR: 262.63 HOURS
 @ \$73.00
 TOTAL: \$19,171.77

Total Price: \$53,669.00



6/14/2024

CDE NUMBER: 010

RE: Publix #1800 Site and Accent lighting Adds

As per your request and our site lighting coordination meeting on 3/22/24 below is our added cost for the additional site and accent lighting for the CDC roads needed for TCO.

DESCRIPTION	QUANTITY	UNIT	MATERIAL	UNIT	LABOR
SHEET ES3.12 CONTINUED			\$0.00		0.000
600 WATT TRANSFORMER INSTALLATION	1	\$20.00	\$20.00	2.000	2.000
3/4 PVC WITH 3 - #10 THWN	350	\$2.79	\$976.50	0.055	19.250
3/4 PVC WITH 2 - #6 THWN	620	\$4.01	\$2,486.20	0.085	52.700
3/4 PVC 90 DEGREE ELBOW	76	\$1.56	\$118.56	0.663	50.388
3/4 PVC CONNECTOR	76	\$1.56	\$118.56	0.364	27.664
3/4 PVC COUPLING	85	\$0.45	\$38.25	0.036	3.060
1 1/4 PVC	460	\$3.09	\$1,421.40	0.020	9.200
1 1/4 PVC 90 DEGREE ELBOWS	6	\$8.75	\$52.50	0.715	4.290
1 1/4 PVC CONNECTOR	4	\$3.12	\$12.48	0.403	1.612
1 1/4 COUPLINGS	22	\$1.12	\$24.64	0.037	0.823
QUAZITE BOX SUPPLY AND INSTALL	2	\$350.00	\$700.00	3.900	7.800
3/4 PVC WITH 5 - #10 THWN	430	\$3.68	\$1,582.40	0.061	26.230
7 - #10 THWN	480	\$3.09	\$1,483.20	0.030	14.400
SHEET ES3.13			\$0.00		0.000
(5) TYPE T FIXTURE QUOTE	1	\$990.00	\$990.00		0.000
TYPE T FIXTURE INSTALLATION	5	\$10.00	\$50.00	2.000	10.000
600 WATT TRANSFORMER INSTALLATION	1	\$20.00	\$20.00	2.000	2.000
TRENCHING	300	\$5.46	\$1,638.00	0.052	15.600
1" PVC WITH 3 - #10 THWN	310	\$3.47	\$1,075.70	0.056	17.360
3/4 PVC WITH 2 - #6 THWN	400	\$5.45	\$2,180.00	0.091	36.400
3/4 PVC 90 DEGREE ELBOW	36	\$3.12	\$112.32	0.689	24.804
3/4 PVC CONNECTOR	36	\$1.56	\$56.16	0.377	13.572
3/4 PVC COUPLINGS	44	\$0.85	\$37.40	0.037	1.628
3 - # 10 THWN	620	\$1.32	\$818.40	0.021	13.020
SHEET ES3.16			\$0.00		0.000
(31) TYPE T FIXTURE & (2) TYPE S FIXTURE QUOTE	1	\$6,079.00	\$6,079.00		0.000
TYPE T FIXTURE INSTALLATION	31	\$10.00	\$310.00	2.000	62.000
600 WATT TRANSFORMER INSTALLATION	2	\$20.00	\$40.00	2.000	4.000
TYPE S FIXTURE INSTALLATION	2	\$50.00	\$100.00	8.000	16.000
1" PVC WITH 3 - #10 THWN	900	\$3.47	\$3,123.00	0.056	50.400
1" PVC WITH 2 - #6 THWN	700	\$5.45	\$3,815.00	0.091	63.700
1" PVC 90 DEGREE ELBOWS	62	\$3.12	\$193.44	0.689	42.718
TOTAL			\$29,673.11		592.619

QUOTED MATERIAL: \$0.00
 MATERIAL: \$29,673.11
 7.0% TAX: \$2,077.12
 TOTAL: \$31,750.23
 PERMIT: \$0.00
 MATERIAL & TAX: \$31,750.23
 LABOR: \$43,261.17
 TOTAL: \$75,011.40
 PROFIT/OVERHEAD 10%: \$7,501.14
 TOTAL: \$82,513.00

LABOR: 592.62 HOURS
 @ \$73.00
 TOTAL: \$43,261.17

Total Price: \$82,513.00

Date: June 20, 2024



**SOUTH DADE
LIGHTING**

Mailing Box 560965
Address: Miami, FL 33256-0965

13006 S.W. 87th Avenue • Miami, Florida 33176-5921
(305) 233-8020 (Dade) • (954) 462-5709 (Broward) • Fax: (305) 233-4295

EMAIL: sdl@south-dade.com WEB-SITE: www.south-dade.com

Project: PUBLIX AVENIR #1800

To: CDAVIS

Bryan Schultz

bschultz@cdaviselectric.com

QUOTE

Quoted by: Juan Jaramillo

Email: juanj@south-dade.com

QTY	TYPE	MFG	DESCRIPTION	UPrice	ExtPrice
ES1.01					
8	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$5,984.00
ES1.02					
3	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$2,244.00
ES1.03					
15	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$11,220.00
ES1.04					
10	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$7,480.00
1	C	COOPER	PMM-SA3B-740-U-T3-BK	\$1,495.00	\$1,495.00
1	C	USI	HAMPTON SERIES 16' OAH (3" OD TENON)	\$1,780.00	\$1,780.00
1	C	USI	FREIGHT-POLE	\$3,100.00	\$3,100.00
					\$13,855.00
ES1.05					
19	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$14,212.00
ES1.06					
4	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$2,992.00
ES1.07					
6	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$4,488.00
ES1.09					
10	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$7,480.00
ES1.12					
7	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$5,236.00
ES1.13					
11	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$8,228.00

No spares included

No concrete bases included unless listed

South Dade Lighting - Juan E Jaramillo

Date: June 20, 2024



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EMAIL: sdl@south-dade.com WEB-SITE: www.south-dade.com

Project: PUBLIX AVENIR #1800

To: CDAVIS

Bryan Schultz

bschultz@cdaviselectric.com

QUOTE

Quoted by: Juan Jaramillo

Email: juanj@south-dade.com

QTY	TYPE	MFG	DESCRIPTION	UPrice	ExtPrice
ES1.17					
8	B	INTR	ERA-5-B-17LED-3K-OPL-N/A-UNV-42"-BLK	\$748.00	\$5,984.00
ES3.01					
6	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$1,188.00
ES3.02					
2	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$396.00
ES3.03					
13	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$2,574.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
					\$3,152.00
ES3.04					
17	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$3,366.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
4	S	S4LIGHTS	Benchmark Coupling Power Adapter Lead w/ Rectifi	\$110.00	\$440.00
					\$4,384.00
ES3.05					
10	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$1,980.00
1	T	LUMS	300W XFRMR PROLINK MULTITAP	\$384.00	\$384.00
					\$2,364.00
ES3.06					
10	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$1,980.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
					\$2,558.00
ES3.09					
7	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$1,386.00
1	T	LUMS	300W XFRMR PROLINK MULTITAP	\$384.00	\$384.00
					\$1,770.00

Date: June 20, 2024



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EMAIL: sdl@south-dade.com WEB-SITE: www.south-dade.com

Project: PUBLIX AVENIR #1800

To: CDAVIS

Bryan Schultz

bschultz@cdaviselectric.com

QUOTE

Quoted by: Juan Jaramillo

Email: juanj@south-dade.com

QTY	TYPE	MFG	DESCRIPTION	UPrice	ExtPrice
ES3.12					
16	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$3,168.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
6	S	S4LIGHTS	Benchmark Coupling Power Adapter Lead w/ Rectifi	\$110.00	\$660.00
					\$4,406.00
ES3.13					
5	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$990.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
					\$1,568.00
ES3.16					
31	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$6,138.00
1	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$578.00
2	S	S4LIGHTS	Benchmark Coupling Power Adapter Lead w/ Rectifi	\$110.00	\$220.00
					\$6,936.00
ES3.17					
19	T	LUMS	DAXS-7-6LED-K27-FL-DEFAULT-LS-BL/GROUND STAI	\$198.00	\$3,762.00
1	T	LUMS	300W XFRMR PROLINK MULTITAP	\$384.00	\$384.00
					\$4,146.00
TO CHANGE TRANSFORMERS IN ORIGINAL ORDER					
-5	T	LUMS	300W XFRMR PROLINK MULTITAP	\$384.00	(\$1,920.00)
5	T	LUMS	600W XFRMR PROLINK MULTITAP	\$578.00	\$2,890.00
					\$970.00

PELLICO ENGINEERING & CONSTRUCTION SERVICE, INC.

FL CERT. GENERAL CONTRACTOR #CGC062837, FL CERT. PLUMBING CONTRACTOR # CFC1425871, FL 601 L.P. LICENSE # 13182
FL CERT. GAS LINE SPECIALTY CONTRACTOR #SCC131149781

PROPOSAL

FAX: 954.275.6906

Date: 6/1/24

Attn: Mr. Bryan Schultz
Davis Electric
1701 SW 100th Terr.
Miramar, FL 33025

Ref: Northlake Publix #1800, Lighting Project; 1-2" HDPE DR13.5
(Sch. 40) and 2-4" HDPE Power Casings, Directional Bores.
(REVISED)

1. Install via Directional Bore Approx. 1,000' of 1-2" HDPE Power Casings at Multiple Locations and 175' of 2-4" HDPE FPL Casings. Price includes all Labor, Equipment, Bore Materials, Mobilization, Clean up, Bore Pipe Fusions, MOT and GPR Utilities Survey.

Bore 1,000' of 2" HDPE @ \$ 27/FT = \$27,000
Bore 175' of 2-4" HDPE @ \$110/FT = \$19,250

TOTAL BID = \$ 46,250

2. Permits, Testing, Survey, Tie-ins, Site Access, and Restoration by Others.

Thank You for the opportunity to provide this Quote.

David E Pellico
President

APPROVED _____

SIEMENS

Proposal

To: CITY ELECTRIC SUPPLY COMPANY
12349 SW 53RD ST
COOPER CITY, FL 33330-3338
USA

From: City Electric Supply
4101 SW 47th Avenue Ste 102
Davie, FL 33314
USA

Attention: Jack Marshall

S.E. Regional Quotation Office

Tel. No.: 9545335106

Job Name: Publix 1800 Rev Site All Service
Quote Name: Publix 1800 Rev Site All Service
Quote #: hickjx00c_05282400_00_00_M00
Bid Date: 05/28/2024

Siemens Industry, Inc. (Company) agrees to sell to Purchaser and Purchaser agrees to purchase from the Company the goods described below. Written quotations are valid for 30 calendar days from price approval date unless otherwise stated in the quotation. Quotations are subject to change by Siemens Industry, Inc. at any time upon written notice to Purchaser. Estimated Lead times refer to the manufacturing cycles, in working days, at time of quotation and are subject to change.

Quote Notes:

Line #: **Qty** **Description**

Report Group: 480V Irrigation Service

27 1 **Panel H Meter Can--TALON 200A 7J RGLS 1POS LVRBPS MS OH/UG**
Catalog No.: 41407-025F

29 1 **Panel H SPD--SPD1 EXT 480/277V 3P4W 50KA NG**
Catalog No.: US2:TPS4E03050N

27000 1 **H--PANELBOARD P1**

- 1 - SECTION
P1E18V1100CBST, System Voltage: 480Y/277 3Ø 4W Wye AC, IR @ 22,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR,Service Entrance.
- 16 - GB PROVISION
- 1 - 30A /2P-3VA41-SEAB
 - 1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
 - 1 - Catalog #: 3VA41304ED240AA0
- 1 - INTERIOR W/ 100A /3P-3VA41-SEAB MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
 - 1 - Std Al/Cu Gnd Connector
 - 1 - Feed Thru Lug
 - 1 - Master NP Secured -Adhesive
 - 1 - 250A 100% Neutral 18Cir (AL Branch Connector)
 - 1 - Gnc Conn-Factory Installed
 - 1 - RP1 3 Phase Main Kit GB/3VA4
 - 1 - Serv Entr Barr - 3VA41
 - 1 - No Front
 - 1 - Certification - UL

SIEMENS

Proposal

- 1 - Catalog #: 3VA41104ED340AA0
- Enclosure, Catalog Number CUSTOM
- 1 - 3R Outdoor 20W 32H Enclosure

- 1900 1 **10 KVA Trans--SERIES J ENCAP AL**
Standard Dry Type, 1 Phase, 10 KVA, 480 Primary Voltage, 120/240 Secondary Voltage, Transformer Core: Aluminum-Wound, 2-5% FCBN Taps, 135C, Encapsulated. Catalog No.: 411-0115-000

- 28000 1 **L--PANELBOARD P1**
 - 1 - SECTION
P1A18BL060CBST, System Voltage: 120/240 1Ø 3W GND Neutral AC, IR @ 10,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR.
 - 16 - BL/BQD PROVISION
 - 2 - 20A /1P-BL
 - 1 - Catalog #: B120
 - 1 - INTERIOR W/ 60A /2P-BL MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - RP1 Single Phase Main Kit BL/BQD
 - 1 - Std Al/Cu Gnd Connector
 - 1 - Master NP Secured -Adhesive
 - 1 - 250A 100% Neutral 18Cir (AL Branch Connector)
 - 1 - Gnc Conn-Factory Installed
 - 1 - No Front
 - 1 - Certification - UL
 - 1 - Catalog #: B260

Enclosure, Catalog Number CUSTOM

 - 1 - 3R Outdoor 20W 32H Enclosure

Report Group: Service 1

- 10 7 **20A/1P for Panel 1A--BREAKER 20A 1P 120V 22K BLH**
Catalog No.: B120H

- 11 10 **20A/1P for Panel 1B--BRKR 3VA41 1P 20A 25KA FTFM LD LUG**
Catalog No.: 3VA41204ED140AA0

- 12 1 **20A/2P for Panel 1B--BRKR 3VA41 2P 20A 25KA FTFM LD LUG**
Catalog No.: 3VA41204ED240AA0

- 1700 1 **9P LIGHTING CONTACTOR--CONTACTOR,LTG,EH,OPEN,30A,9NO,120V**
Catalog No.: US2:LEN00C009120B

- 20000 3 **60A/3P - 600V NF DISC 3R – 1, 2, 3--HNF362R**
Heavy Duty (600 V max), Non-Fusible, Number of Poles:3, Voltage AC Max:600V, Voltage DC Max:250, Max Ampere Rating:60A, Type 3R, None, None, Fuse Class- Standard Mounting:NONE, Fuse Class - Move Load Base:NONE, Fuse Class- Need Mounting Kit:NONE.
 - 1 - HNF362R
 - 1 - HDSS GRD LUG KIT 600V 30-200A

SIEMENS

Proposal

1 - HDSS NF 3P3W 600V 60A N3R

20 1 100A/3P for Panel 2A--R 100A 3P 240V 22K BLH
Catalog No.: B3100H

Report Group: Service 2

13 7 20A/1P for Panel 2A--BREAKER 20A 1P 120V 22K BLH
Catalog No.: B120H

14 17 20A/1P for Panel 2B--BRKR 3VA41 1P 20A 25KA FTFM LD LUG
Catalog No.: 3VA41204ED140AA0

21 5 30A/2P for Panel 2B--BRKR 3VA41 2P 30A 25KA FTFM LD LUG
Catalog No.: 3VA41304ED240AA0

15 1 20A/2P for Panel 2B--BRKR 3VA41 2P 20A 25KA FTFM LD LUG
Catalog No.: 3VA41204ED240AA0

1800 1 9P LIGHTING CONTACTOR--CONTACTOR,LTG,EH,OPEN,30A,9NO,120V
Catalog No.: US2:LEN00C009120B

21000 3 60A/3P - 600V NF DISCS 3R - 1, 2, 3--HNF362R
Heavy Duty (600 V max), Non-Fusible, Number of Poles:3, Voltage AC Max:600V,
Voltage DC Max:250, Max Ampere Rating:60A, Type 3R, None, None, Fuse Class-
Standard Mounting:NONE, Fuse Class - Move Load Base:NONE, Fuse Class- Need
Mounting Kit:NONE.
1 - HNF362R
1 - HDSS GRD LUG KIT 600V 30-200A
1 - HDSS NF 3P3W 600V 60A N3R

Report Group: Service 3

22000 1 60A/3P - 600V NF DISC 3R--HNF362R
Heavy Duty (600 V max), Non-Fusible, Number of Poles:3, Voltage AC Max:600V,
Voltage DC Max:250, Max Ampere Rating:60A, Type 3R, None, None, Fuse Class-
Standard Mounting:NONE, Fuse Class - Move Load Base:NONE, Fuse Class- Need
Mounting Kit:NONE.
1 - HNF362R
1 - HDSS GRD LUG KIT 600V 30-200A
1 - HDSS NF 3P3W 600V 60A N3R

16 1 Meter Can--TALON 200A 7J RGLS 1POS LVRBPS MS OH/UG
Catalog No.: 41407-025F

30 1 Main #1 SPD--SPD1 EXT 480/277V 3P4W 50KA NG
Catalog No.: US2:TPS4E03050N

SIEMENS

Proposal

- 23000 1 **3B--PANELBOARD P1**
 - 1 - SECTION
 - P1E42V1100CBST, System Voltage: 480Y/277 3Ø 4W Wye AC, IR @ 22,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR,Service Entrance.
 - 21 - GB PROVISION
 - 21 - 20A /1P-3VA41-SEAB
 - 1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
 - 1 - Catalog #: 3VA41204ED140AA0
 - 1 - INTERIOR W/ 100A /3P-3VA41-SEAB MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
 - 1 - Std Al/Cu Gnd Connector
 - 1 - Feed Thru Lug
 - 1 - Master NP Secured -Adhesive
 - 1 - 250A 100% Neutral 42Cir (AL Branch Connector)
 - 1 - Gnc Conn-Factory Installed
 - 1 - RP1 3 Phase Main Kit GB/3VA4
 - 1 - Serv Entr Barr - 3VA41
 - 1 - No Front
 - 1 - Certification - UL
 - 1 - Catalog #: 3VA41104ED340AA0
 - Enclosure, Catalog Number CUSTOM
 - 1 - 3R Outdoor 20W 44H Enclosure

- 1400 1 **75 KVA—MGM SERIES**
 - Standard Dry Type, 3 Phase, 75 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT.
 - Catalog No.: HT75A3B2-D16

- 24000 1 **3A--PANELBOARD P1**
 - 1 - SECTION
 - P1C42Q4200CBST, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR.
 - 25 - BL/BQD PROVISION
 - 6 - 40A /2P-BLH
 - 1 - Catalog #: B240H
 - 5 - 20A /1P-BLH
 - 1 - Catalog #: B120H
 - 1 - INTERIOR W/ 200A /3P-QRH2 MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - Mechanical Lug - QR (1)#3-300Kcmil Cu/Al
 - 1 - Std Al/Cu Gnd Connector
 - 1 - 250A 100% Neutral 42, 54Cir (AL Branch Connector)
 - 1 - Feed Thru Lug
 - 1 - Master NP Secured -Adhesive
 - 1 - Gnc Conn-Factory Installed
 - 1 - No Front
 - 1 - Certification - UL
 - 1 - RP1 3 Phase Main Kit QR
 - 1 - Catalog #: QRH23B200

SIEMENS

Proposal

Enclosure, Catalog Number CUSTOM

1 - 3R Outdoor 20W 44H Enclosure

1500 **4** **LIGHTING CONTACTOR – 1, 2, 3, 4--CONTACTOR,LTG,EH,OPEN,30A,12NO,120V**
Catalog No.: US2:LEN00C012120B

22 **21** **2 KVA Stepdown Transformers--SERIES J ENCAP AL**
Catalog No.: 411-0091-000

25000 **1** **F8--PANELBOARD P1**

- 1 - SECTION
P1C18BH100CBST, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR.
- 6 - BL/BQD PROVISION
- 3 - 30A /2P-BLHF-GFCI
 - 1 - Catalog #: BF230AH
- 6 - 20A /1P-BLH
 - 1 - Catalog #: B120H
- 1 - INTERIOR W/ 100A /3P-BLH MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - Std Al/Cu Gnd Connector
 - 1 - Feed Thru Lug
 - 1 - Master NP Secured -Adhesive
 - 1 - 250A 100% Neutral 18Cir (AL Branch Connector)
 - 1 - Gnc Conn-Factory Installed
 - 1 - No Front
 - 1 - RP1 3 Phase Main Kit BL/BQD
 - 1 - Certification - UL
 - 1 - Catalog #: B3100H

Enclosure, Catalog Number CUSTOM

1 - 3R Outdoor 20W 32H Enclosure

26000 **1** **F9--PANELBOARD P1**

- 1 - SECTION
P1C30BH100CBST, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR.
- 12 - BL/BQD PROVISION
- 3 - 35A /3P-HBQDPF-GFCI
 - 1 - Catalog #: B335GFHH
- 6 - 20A /1P-BLH
 - 1 - Catalog #: B120H
- 1 - INTERIOR W/ 100A /3P-BLH MAIN BREAKER
 - 1 - Subfeed/Feedthru Provision
 - 1 - Std Al/Cu Gnd Connector
 - 1 - 250A 100% Neutral 30Cir (AL Branch Connector)
 - 1 - Feed Thru Lug
 - 1 - Master NP Secured -Adhesive
 - 1 - Gnc Conn-Factory Installed
 - 1 - No Front
 - 1 - RP1 3 Phase Main Kit BL/BQD

SIEMENS

Proposal

- 1 - Certification - UL
- 1 - Catalog #: B3100H
- Enclosure, Catalog Number CUSTOM
- 1 - 3R Outdoor 24W 38H Enclosure

23 2 **30A/2P Pump Disc 3R--HDSS FUS 2P3W 240V 30A N3R**
 Catalog No.: HF221NR

24 3 **60A/3P Pump Disc 3R--HDSS FUS 3P4W 240V 60A N3R**
 Catalog No.: HF322NR

Non-Siemens Products:

18 1 **36"X36"X10" Nema 3R Hinge Cover JB-363610RE – Service 3**

19 1 **120 Volt Photocell-EK4236S – Service 3**

25 9 **60A - 250 VOLT FUSE-FRN-R-060 – Service 3**

26 4 **30A - 250 VOLT FUSE-FRN-R-030 – Service 3**

27 1 **Intermatic 2XSPST or DPST Astro Time Clock Plastic-ET2825CP – Service 3**

28 1 **Intermatic 4 Hour Override Switch-FD4H – Service 3**

Grand Total: Sell Price \$38,072.78

Global Notes:

Tax not included.

Manufacture short circuit, fault current coordination and arc fault studies, as well as field engineering services, DAS/GFCI breaker testing, namely equipment start up, training, testing and reports are not included.

Pricing is only valid per material content. Contractor responsibility/expenses for any additional/future/or add to existing electrical equipment required within scope of work to provide a complete installation.

SIEMENS

Proposal

Important Update:

Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%

Price Policy: Standard quote is valid for 30 days from price approval date.

Acceleration Costs: Siemens published manufacturing lead times remain subject to change. Customer lead time reduction requests and corresponding acceleration costs will be evaluated on a case by case basis by Siemens. Where Customer has paid Siemens increased costs to reduce lead times and Siemens fails to timely ship relevant product, Siemens may in its discretion and as Customer's sole and exclusive remedy for delay, elect to refund customers a portion of the acceleration costs, proportionate to the actual reduction in lead time. This policy reflects Siemens' commitment to both efficient delivery and customer satisfaction.

Hold for Release Pricing: Unless Siemens has agreed with the customer in writing, in advance to fixed pricing for an extended release date, any orders entered into COMPAS that have not been released by the customer within 90 days shall be subject to a price increase reflecting the current pricing at time of release. If Buyer refuses to accept price increase Siemens shall reserve the right to cancel the order.

Shipping: Shipment of goods will be made after receipt of all the following at Company's production facility: (a) Purchase Order / Electronic PO, (b) Technical Information, and if required (c) Drawing Approval.

Freight: Freight allowed on all orders over \$1,000 and shipped within the contiguous United States, provided Seller selects the Route Option: BESTRT -Best Route.

Delivery: FOB Shipping Point, unless stated otherwise.

Small Order Handling: Purchase orders below \$400 will incur a \$25 Small Order Handling (SOH) Fee.

Warranty: Warranty shall be in effect for a period of (1) year from initial operation of the goods but not more than eighteen (18) months from Siemens, shipment of the goods, unless stated otherwise.

Payment: Per Siemens distributor's terms. For orders \$3,000,000 or greater, the payment shall be according to the following schedule unless stated elsewhere in the proposal:

Upon receipt of purchase order	20%
Upon shipment from factory	80%

Siemens Power System Studies:

Upon completion of power study modeling submittal	50%
Upon completion of final power study deliverable	50%

Siemens Startup:

Upon receipt of purchase order	20%
Upon service mobilization	20%
Upon completion of startup and commissioning	60%

Any changes to the milestone payment schedule listed above must be approved in writing by

SIEMENS

Proposal

Siemens and the customer.

Other:

This proposal is subject to credit approval and US government regulation. It is also based on the Company's interpretation of the plans and specifications and is subject to correction for errors in such plans or specifications. This document and any other documents specifically referred to as being a part hereof constitute the entire agreement on the subject matter and it shall not be modified except in writing signed by both parties.

THIS PROPOSAL IS BASED UPON SIEMENS STANDARD TERMS AND CONDITIONS OF SALE ATTACHED HERETO AND INCLUDED HEREIN. Company hereby objects to any additional or different terms set forth in Purchaser's request for proposal, specifications, purchase order, or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Company.

Federal Projects (This applies to Federal and Federally Funded Projects only):

Siemens represents that it is providing "commercial items" and services for sale within the definition of FAR 2.101. In keeping with its commercial market participation, Siemens is categorically exempt from any Cost & Pricing Data requirements. Siemens utilizes a commercial accounting system under International Financial Reporting Standards (IFRS); and is technically unable to comply with Federal Cost Accounting Standards & Certification and any FAR 31 requirements. Siemens Industry, Inc. is a Foreign Owned, Controlled, or Influenced ("FOCI") firm, under the definition contained in the National Industrial Security Program Operational Manual ("NISPOM") and cannot obtain a security clearance, or perform work requiring its compliance with the FAR 52.204-2 "Security Requirements." Siemens does not anticipate receiving or having any access to any USG Controlled Unclassified Information (CUI) or Covered Defense Information (CDI) in the performance of this contract. However, in the event that any CUI/CDI will be required by Siemens in the performance of this contract, contractor/customer agrees to formally notify Siemens of its intent to transmit or provide CUI/CDI prior to the transmittal of any such information. In that event, Siemens will provide a plan in order to compliantly address the requirements of FAR 52.204-21, DFARS 252.204-7008, 252.204-009 and/or 252.204-7012. Siemens shall not be held responsible for determining, or providing, its compliance with any federal requirements including, but not limited to any Buy America/Buy American requirements, unless the contractor/customer has provided the SPECIFIC federal flow-down provisions to Siemens, and received Siemens affirmation of compliance with the same prior to issuance of any Purchase Order or Contract.

To the extent a contract arising from this Request for Quotation (RFQ) flows down the vaccination requirements of Executive Order 14042 or includes any FARs (Federal Acquisition Regulations), including, but not limited to FAR 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, or includes a Defense Priority Ratings (DPR), these flow downs must be specifically identified in the RFQ and in the body of the purchase order issued to Siemens. The identification of these requirements is critical so Siemens may appropriately align its resources for compliant performance. Failure to clearly identify these flow downs prior to quotation submittal and/or purchase order execution may affect the price, delay the schedule, lead to additional reviews, and/or require cancellation of the order.



PC#: 0080
21100 SHERIDAN ST
FORT LAUDERDALE, FL 33332 230
954-447-3365

SUNBELT RENTALS, INC.

Salesman: 008019 RUEDA, EDWARD (080)
Typed By: MSPORDER

Job Site:

C. DAVIS ELECTRIC COMPANY, INC
1701 SW 100TH TERRACE
MIRAMAR, FL 33025

C#: 954-432-4334 J#: 954-432-4334

QUOTE



Contract #.. 154200154
Contract dt. 5/15/24
Date out.... 5/16/24 8:00 AM
Est return.. 6/13/24 8:00 AM
Job Loc..... 1701 SW 100TH TERRACE, MIRAMAR
Job No..... 21- C. DAVIS ELECTRI
P.O. #.....
Ordered By.. SCHULTZ, BRYAN
NET 30

Customer: 22023

C. DAVIS ELECTRIC COMPANY, INC
1701 SW 100TH TERRACE
MIRAMAR, FL 33025

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes equipment details for TELEHANDLER FORKLIFT and SALES ITEMS table with sub-totals.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date



PC#: 0080
21100 SHERIDAN ST
FORT LAUDERDALE, FL 33332 230
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SUNBELT RENTALS, INC.

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QTY EQUIPMENT # Min Day Week 4 Week Amount

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

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6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
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Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment replacements. "Incident" is any fire, collision, theft, accident, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and follows the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and applicable safety equipment, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt), (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) CUSTOMER LIABILITY, DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancercertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) access or use of the Equipment by anyone other than Sunbelt or its agents. THE RPP DOES NOT COVER THE LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS NOT RELEASED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for Equipment's use for One Shift unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Sunbelt is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF EQUIPMENT TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.

16) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must: (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (j) other events beyond the control of Sunbelt.

26) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this contract agree, represent and warrant that: (a) the person executing is 18 or the legal age and of legal capacity in the state, whichever is greater; and (b) the person executing has the authority to execute this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

CHANGE ORDER NO. 3

Date of Issuance:	August 22, 2024	Effective Date:	April 10, 2024
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

- Miscellaneous field work

Refer to Exhibit "A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$285,000.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$130,476.50	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None
Contract Price prior to this Change Order: \$415,476.50	Contract Times prior to this Change Order: N/A

[Increase] [Decrease] of this Change Order \$13,280.80	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$428,757.30	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>8/22/2024</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 #
7/1/2024	70124AA

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District Spine 5

CO	Project
	Avenir Spine 5

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir WPB Attn: Keith O'Brien			
Northlake and Coconut Entrance		0.00	0.00
East side of fountain located and marked 2 (2") conduit (6/24/24)	8	210.00	1,680.00
Located (2) 2" conduit at meter location on west side of fountain (6/25/24)	8	210.00	1,680.00
Installed 40' of pipe, backfilled, blew string and cleaned up area			
Equipment (E50, skid steer & compressor)	1	2,750.00	2,750.00

	Total	\$6,110.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
7/8/2024	70824DD

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 and Carlos Lift Station Spine 5 completed work		0.00	0.00
Had to dig up line C phase pipe, Repaired broken pipe, backfill and grade	8	210.00	1,680.00
Equipment (E50)	1	848.00	848.00

	Total	\$2,528.00
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

INVOICE

DATE	INVOICE #
6/19/2024	61924A

NAME/ADDRESS
Florida Select Builders Corp AVENIR

Description	Qty	Rate	Total	PO/WO	PROJECT	ATTN:
						Keith
Avenir WPB Attn: Keith O'Brien						
Labor to complete moving of material per request (cleared POD 5A) 2 guys 8 hours	16	70.00	1,120.00			
Equipment rental DL220 Loader and Pallet Fork	1	3,522.80	3,522.80			
				Total		\$4,642.80
				Payments/Credits		\$0.00
				Balance Due		\$4,642.80

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com



*Monthly Managers Report
August 22, 2024*

Date of Report: 8/15/2024

Submitted by: Richard Salvatore

- **Completed Tasks**
 - The approved gate addition, at the tennis court entryway, has been completed.
 - There is now one singular access point to enter the tennis complex, where access control will be installed for a smoother resident experience.
 - Repairs and resurfacing of clay courts, due to rain washout, lack of proper draining, etc., have been completed by the maintenance team.
 - Shampoo and wash of all interior carpets has been completed.
 - Annual generator run and test has been completed.

- **Ongoing Tasks**
 - Contracting/Scheduling of the high voltage access control expansion is underway, with Mr. Sparky, awaiting permit approval.
 - Contracting/Scheduling of the low voltage access control expansion is underway, with Automatic Access, awaiting vendor site visit for final permitting and invoicing.
 - The process of finding a new tennis court maintenance company has begun.
 - Still going to be contracted through the current tennis vendor(Play Academy), fall under their insurance, etc.
 - Awaiting the arrival of the previously approved storage shed, grading of landscaping, etc.
 - The splash pad is currently closed due to the flooring and jets beginning to bubble, lift, and break.
 - The original install vendor (Rockstar Pools) has been contacted and has visited the site / inspected damage.
 - An additional vendor is needed to repair the lifted/cracking specialized flooring.
 - This is being handled and coordinated by Rockstar pools.
 - **Anticipating a return and final repair the week of 8/19.**

- **Future Items**
 - Gutter addition on the front of building to reduce washout from heavy rains.
 - Have been instructed to work with Architect to accomplish this.
 - Gutter addition on back pavilions to reduce washout and pool deck staining from the copper roof.
 - Have been instructed to work with Architect to accomplish this.
 - Resurfacing/Repairing of hard top tennis courts is being considered due to surface cracking.
 - The original install vendor contacted, working to rectify issue in a cost effective manner.



- **Items for Consideration:**



Business Plan - Prosecco Café Pop-Up Avenir Community Clubhouse

Objective:

- The proposed pop-up café aims to enhance the lifestyle of Avenir residents by providing a daily amenity that offers top-quality Italian coffee (Cappuccino and Latte), freshly baked goods from Prosecco Café, and breakfast sandwiches. This initiative not only improves the quality of life within the community but also has the potential to increase property values, making it a mutually beneficial endeavor for both the residents and the community.

Concept:

- The pop-up café will operate daily from 8:00 AM to 11:00 AM within the Avenir Community Clubhouse kitchen (Proposal only). Homeowners will be able to order on their phone from a special App, drive to the clubhouse front door for a curbside service or for a pickup from the front door area. The focus is on delivering a premium café experience, like what residents would find in upscale cafes, conveniently located within their own community. The service will be exclusive to Avenir residents, fostering a sense of community and providing a new amenity that aligns with the upscale living standards of Avenir.

Product Offerings:

- Beverages: Premium Italian coffee (Cappuccino, Latte, Espresso).
- Food: Freshly baked goods from Prosecco Cafe (such as pastries, croissants, and more), and a selection of breakfast sandwiches.

Benefits to the Avenir Community:

- VIP Club:
The residents will enjoy a VIP program that includes special discounts at all our locations as part of the Loyalty Program. This includes Prosecco Café, and The Dancing Crane.
- Enhanced Community Experience:
The café offers a new, daily gathering space for residents, which can increase social interactions and build a stronger community spirit.
Providing high-quality amenities like this café can make Avenir a more desirable place to live, potentially increasing property values.
- Cost-Neutral for the Community:
There are no costs to the Avenir community for this service, as all operational investments will be handled by Prosecco Café.
- Marketing and Promotion:
- The clubhouse is committed to actively promoting the pop-up café to homeowners via social media, emails and other communication channels, ensuring that residents are aware of and can take full advantage of this new amenity.



Operational Plan:

- Location: The café will operate out of the Avenir Clubhouse kitchen.
- Hours of Operation: Daily from 8:00 AM to 11:00 AM.
- Target Audience: Exclusive to Avenir residents, on their way to work, or dropping their kids for the school bus.
- Marketing: Promotion will be carried out by the clubhouse through internal communications and social media.

Financial Plan:

- Investment: Prosecco Cafe will cover the costs of the Espresso Machine, the POS system required for operations and the cost of Labor, and any Insurance requirements associated with this service.
- Facility Usage: Avenir will provide the kitchen space in the clubhouse at no charge, facilitating the trial run of this initiative and will oversee all licensing requirements and utilities.

Trial Period:

This plan will begin as a trial initiative by Prosecco Café to assess its feasibility and success within the Avenir community. The goal is to gather feedback, monitor participation rates, and evaluate the overall impact on the community. If the trial is successful, a long-term arrangement that benefits both Prosecco Café and the Avenir community should be put in place where Prosecco Café will have the first right to provide Food and Beverage services to the Clubhouse.

Conclusion:

This pop-up café initiative is in the best interest of the Avenir community. It offers a high-quality amenity at no cost to residents while providing an opportunity to further elevate the living experience at Avenir. The success of this plan depends largely on resident participation, and with proper promotion and engagement, it has the potential to become a valued staple within the community.



Lifestyle Directors Report

Date of Report: 8/14/2024

Submitted by: Patrice Chiaramonte



"My First Art Class" Tuesday July 2nd 2024

The Avenir Clubhouse is now offering "My First Art Class". My first art class is a caretaker and child play group that will allow our youngest artist to play in an environment of diverse art and sensory experiences. This class promotes creativity, and both the toddlers and parents love it! This class is paid for by residents through one of our trusted art vendors Studiofive6. <https://studiofive6.com/>



"Paint your Partner Tik Tok Challenge" Friday July 19th 2024 Residents attended a fun date night with their partners. The idea is to paint each other's portrait and finish your artwork without peeking. At the end of the session, partners revealed their portraits to each other. This event was paid for by residents through one of our trusted art vendors Studiofive6. <https://studiofive6.com/>



“Firepit Festival” Saturday July 20th 2024 Residents enjoyed an evening of 681 Seafood Truck, Le Coin a Crepe, Live music from Mercier’s Music, & other vendors! <https://www.681seafood.com/>
<https://lecoinacrepe.com/>



“Café Tico Coffee Food Truck” Saturday July 27th 2024

Residents enjoyed a morning of coffee from Café Tico Food Truck.

<https://cafe-tico.us/>

Field Operations Manager Report

Date Submitted: 8/14/24

Submitted by: Jorge Rodriguez

Completed Tasks

- Both Playgrounds have been pressure washed / surface scrubbed
- 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 have been shampooed and deep cleaned for stain and marking removal.
- Interior touch-up paints are complete throughout the clubhouse to restore the original aesthetic.
- A specialist is being consulted to provide services to properly clean/preserve the buildings rock foundation and front stairs/entryway surface.



Avenir Community Development District

Fee Schedule FY 2024/2025

CATEGORY	PATRON	NON-PROFIT	NON-PATRON
ANNUAL MEMBER CLUB FEE – Non-Residents	\$ 3,500	N/A	N/A
LEASE APPLICATION PROCESSING FEE	\$ 50	N/A	N/A
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$ 15	N/A	N/A
Afterhours Staffing Fee (After 10 p.m.)	\$ 55/hr	\$ 55/hr	\$ 55/hr
CLUB RENTAL FEES AND DEPOSITS			
EVENT HALL – Non-Refundable Fee (6 Hours)	\$ 1,500	\$ 1,500	\$ 2,250
EVENT HALL – Non-Refundable Fee (All Day)	\$ 2,800	\$ 2,800	\$ 4,760
EVENT HALL – Refundable Deposit	\$ 500	\$ 500	\$ 500
CLUBROOM – Non-Refundable Fee (6 Hours)	\$ 650	\$ 650	\$ 950
CLUBROOM – Non-Refundable Fee (All Day)	\$ 1,350	\$ 1,350	\$ 1,850
CLUBROOM – Refundable Deposit	\$ 500	\$ 500	\$ 500
CAFE PAVILION – Non-Refundable Fee (6 Hours)	\$ 1,000	\$ 1,250	\$ 1,250
CAFE PAVILION – Refundable Deposit	\$ 250	\$ 250	\$ 250
LARGE PAVILION – Non-Refundable Fee (6 Hours)	\$ 800	\$ 1,000	\$ 1,000
LARGE PAVILION – Refundable Deposit	\$ 250	\$ 250	\$ 250
SMALL PAVILION – Non-Refundable Fee (6 Hours)	\$ 500	\$ 625	\$ 625
SMALL PAVILION – Refundable Deposit	\$ 250	\$ 275	\$ 275
TENNIS COURT (2 hours)	\$ 5	\$ 5	\$ 5

Last revised _____, 2024

* ANY FEES, RATES, AND CHARGES NOT SPECIFICALLY MODIFIED OR ADDRESSED IN THIS FEE SCHEDULE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT. THIS FEE SCHEDULE SHALL REMAIN IN PLACE BEYOND FISCAL YEAR 2023/2024 UNTIL OTHERWISE CHANGED OR MODIFIED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT.