



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
JUNE 26, 2025
12:30 P.M.**

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

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

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING
June 26, 2025
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
 - 1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)
- E. Approval of Minutes
 - 1. May 22, 2025 Regular Board Meeting Minutes
- F. New Business
 - 1. Consider Approval of Developer Funding Agreement (Coconut Boulevard Rail Crossing)
 - 2. Consider Approval of Additional Landscape Maintenance Proposal (Arazoza - Publix Road)
 - 3. Consider Approval of East Break Bahia Turf Install (Arazoza)
 - 4. Consider Approval of Avenir Drive Replacement Irrigation Valve (Arazoza)
 - 5. Consider Approval of Mitigation Maintenance FY25-26 Proposal (EW)
 - 6. Consider Approval of Water Use FY 2025-26 Hydrobiologic Monitoring Services Proposal (EW)
 - 7. Consider Approval of Rapid Flashing Beacons at Paseo Crossing and Clubhouse Roundabout (H&J)
 - 8. Consider Approval of Farm Plat and Dedication Language
 - 9. Consider Approval of Spine Road 5 - Construction Contract (H&J)
 - 10. Consider Approval of Pod 21 Lift Station Project Earthwork Operations (H&J)
 - 11. Consider Approval of Installation License and Maintenance Agreement for Encroaching Facilities (GL Homes)
 - 12. Consider Approval of Northlake Blvd Maintenance Bill (JW Cheetham)
 - 13. Consider Ratification of Resolution 2025-10 Adopting a FY 2025-2026 Proposed Budget
 - 14. Consider Approval of Landscape Replacements Outside LaTerre (Arazoza) TBD
 - 15. Discussion Regarding Rodent Control
- G. Change Orders
 - 1. Consider Approval of Phase Two Earthwork Contract - Change Order No. 21 (H&J) (\$332,346.00)
 - 2. Consider Approval of Town Center Bypass Road - Change Order No. 7 (H&J) (\$40,166.90)
 - 3. Consider Approval of Town Center Bypass Road - Change Order No. 1 (SPF) (\$560)
 - 4. Consider Approval of Spine Road Phase 6 - Change Order No. 5 (SPF) (\$20,075.00)
 - 5. Consider Approval of Spine Road Phase 4 - Change Order No. 20 (SPF) (\$1,671.81)
 - 6. Consider Approval of Northlake Boulevard Phase I - Change Order No. 8 (JW Cheetham) (\$151,454.86)
 - 7. Consider Approval of Northlake Boulevard Phase II - Change Order No. 10 (JW Cheetham) (\$141,156.09)

H. Consent Agenda

1. Consider Ratification of Supplemental Agmt 18 (HSQ Agmt) (Northlake CEI-18)
2. Consider Ratification of Proposal for Street Blades On Spine Roads (H&J)
3. Consider Ratification of Spine Phase 4 - Pavement Top Lift Phase One (H&J)
4. Consider Ratification of Panther National Entry Feature Proposal (Stofft)
5. Consider Ratification of Fountain Installation Proposal (Future Horizons)
6. Consider Ratification of N-1 Conservation Area - Construction Contract (H&J)
7. Consider Ratification of Benches and Receptacles Agmt - Spine Road 5 (H&J)
8. Consider Ratification of Aqua Escapes Agmt - Pod 18

I. Clubhouse

1. Clubhouse Management Report
2. Discussion Regarding Clubhouse Rules Updates

J. Administrative Matters

K. Board Member Comments

L. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

10/10/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/10/2024.

Legal Clerk

Notary, State of WI County of Brown

My commission expires

Publication Cost:	\$233.75	
Tax Amount:	\$0.00	
Payment Cost:	\$233.75	
Order No:	10649537	# of Copies:
Customer No:	1348509	1
PO #:	meeting schedule	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

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
No.10649537 Oct. 10, 2024

RYAN SPELLER
Notary Public
State of Wisconsin

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 22, 2025**

A. CALL TO ORDER

The May 22, 2025, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 10, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairperson Rosa Schechter and Supervisors Daniel Lopez, Mitch Kay and Rich Cartlidge 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); and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were the following:

Bond Counsel Steve Sanford of Greenberg Traurig (by phone) and District resident Rich Leonard.

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 (LIMITED TO 3 MINUTES PER PERSON)

Mr. Leonard informed the Board that there had been Facebook comments regarding the Loxahatchee school shooting scare, and concern regarding the school opening in Avenir.

F. APPROVAL OF MINUTES

1. April 30, 2025, Special Board Meeting

The minutes of the April 30, 2025, Special 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 April 30, 2025, Special Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Resolution No. 2025-09 – Delegation Resolution (Series 2025A Bonds – A-21)

Resolution No. 2025-09 was presented, entitled:

RESOLUTION NO. 2025–09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$7,610,000 SPECIAL ASSESSMENT BONDS, SERIES 2025A (PARCEL A-21 PROJECT) (THE “SERIES 2025A BONDS - (A-21);” AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,810,000 SPECIAL ASSESSMENT BONDS, SERIES 2025B (PARCEL A-21 PROJECT – PHASE ONE) (THE “SERIES 2025B BONDS - (A-21 – PHASE ONE)” AND, TOGETHER WITH THE SERIES 2025A BONDS – (A-21), THE “A-21 BONDS”) TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN PARCEL A-21 WITHIN ASSESSMENT AREA TWO OF THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE A-21 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH A-21 BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE A-21 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE A-21 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2025A BONDS – (A-21), AND FOURTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2025B BONDS – (A-21 – PHASE ONE); AUTHORIZING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE A-21 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF A-21 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE 2025 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE A-21 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mr. Sanford explained that this was a delegation resolution for three series of bonds for Parcel A-21: Series A is for \$7,610,000, and Series B has taxable and tax-exempt components for Phase One of Parcel A-21, which has 143 units, in the amount of \$16,810,000. Mr. Sanford noted that the resolution sets parameters for the bonds to be issued, authorizes the Chair or Vice Chair to sign the bond purchase agreement, and allows for updates to the Supplemental Assessment Methodology and Engineer's Report. Included as exhibits to the resolution are: the bond purchase agreement, noting that all bonds are being sold under a Limited Offering Memorandum (LOM), which sets parameters; a preliminary LOM, which will be finalized with the final bonds; a continuing disclosure agreement, which requires the CDD and SDS to disclose information to the bond holders; and a composite Thirteenth Supplemental Trust Indenture for the A Bonds and Fourteenth Supplemental Trust Indenture for the B Bonds between the CDD and Regions Bank.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2025-09, as presented.

2. Consider Preliminary First Supplemental Special Assessment Methodology

Mr. Karmeris presented the Preliminary First Supplemental Special Assessment Methodology, noting that it was for all three bonds, and highlighted the tables explaining the maximum allowable debt. He also noted that this was a preliminary report and would be updated when the final bond numbers become available.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Preliminary First Supplemental Special Assessment Methodology, as presented.

3. Consider Ancillary Bond Documents

Mr. Pierman recommended that the ancillary documents be considered as one motion, and all have been presented. Mr. Pawelczyk explained that all documents were in substantially final form and would be dated on the bond closing date. He also noted that they had been reviewed by Bond Counsel and Preston Hollow.

Mr. Pawelczyk presented the ancillary bond documents, explaining that the Assignment and Acquisition Agreement (Parcel A-21 Project) allows the CDD to acquire or purchase infrastructure completed by the developer and assigns contracts already in place; the Completion Agreement (Parcel A-21 Project) requires the developer to complete the project; the True-Up Agreements (Series 2025A Bonds (Parcel A-21 Project)) and (Series 2025B Bonds (Parcel A-21 Project)) binds the developer to the methodology report stipulations and requires payment if the unit count is reduced; the Collateral Assignment and Assumption of Development Rights Relating to Assessment Area Two – Parcel A-21 states that the development rights transfer to the CDD if the developer defaults; the Lien of Record (Assessment Area Two -Parcel A-21) is a notice that is recorded against the property stating that assessments are levied; the Declaration of Consent to Jurisdiction (Parcel A-21 Project) is a statement that the developer indicates that the CDD was properly established; and the Form of Assignment and Assumption Agreement (Parcel A-21 Project) is a form of agreement used for contracts being assigned to the CDD.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Ancillary Bond Documents, in substantial final form, and authorizing the Chair or Vice Chair to execute same once finalized.

4. Consider Agreement for Underwriter Services (FMS) (Parcel A-21)

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Agreement for Underwriter Services with FMS for Parcel A-21, as presented.

5. Consider Resolution No. 2025-10 – Adopting a Fiscal Year 2025/2026 Proposed Budget

Mr. Pierman presented Resolution No. 2025-10, entitled:

RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman explained that this resolution approves a proposed budget and sets a public hearing date to consider the final budget. He noted that the proposed budget raises assessments by \$416.68, and includes funds for year-round midge control, additional required mitigation control, an onsite manager, and additional landscape maintenance. There is no increase to the Clubhouse budget. Mr. Pierman also recommended holding the public hearing at a larger location and stated that staff was working on securing that site.

A **motion** was made by Mr. Cartlidge, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-10, as presented, setting the Public Hearing for August 28, 2025, subject to securing a meeting location.

I. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that the playground sunshade was ordered in April and should be installed in June. He also distributed a map of dog waste stations, noting that there were currently 17, which included the 10 that were added last month. Following discussion, there was a Board consensus to add more in the new fiscal year.

Mr. Salvatore also asked for guidance regarding Summerset Academy, noting that they had been using the Clubhouse for several events and meetings. Following discussion, there was a Board consensus to charge Summerset for Clubhouse use.

Ms. Chiaramonte highlighted events that were held in the Clubhouse over the past month.

J. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to complete their Form 1 online before July 1st. He also noted that, beginning with next fiscal year's meeting schedule, the advertisement would include the option for residents to call in to listen to meetings. Finally, Mr. Pierman updated the Board on the Clubhouse restaurant, explaining that staff was compiling the documents needed for the restaurant to open.

Mr. Pierman noted that the next meeting was scheduled for June 26th.

K. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously adjourning the Regular Board Meeting at 1:30 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

DEVELOPER FUNDING AGREEMENT
Coconut Boulevard Rail Crossing

This Developer Funding Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025 (the "Effective Date"), 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 Special District Services, 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “District”); and

AVENIR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134, and its successors and assigns (referred to herein as the "Developer").

RECITALS

WHEREAS, as part of its development of the Avenir mixed-use project and pursuant to the Proportionate Share Agreement, dated May 3, 2016, by and between Palm Beach County and Avenir Holdings LLC, subsequently assigned by Avenir Holdings LLC to Developer pursuant to the Assignment of Development Rights and Obligations, dated November 29, 2017 (collectively, the “Prop Share Agreement”), the Developer is obligated to construct and/or fund the construction of the Coconut Boulevard Rail Crossing (the “RR Crossing Project”); and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District and the lands within the boundaries of the District, including without limitation, the RR Crossing Project, which RR Crossing Project is further described in the Fourth Supplemental Engineer’s Report, Revenue Bonds, Series 2020 (Public Improvements Projects), dated June 25, 2020, prepared for the District by Ballbe & Associates, Inc. (the “Engineer”), as may be amended or supplemented from time to time (collectively, the “Engineer's Report”) and in the plans and specifications on file at the office of the District, and the plans and specifications on file at the offices of the District, located at 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “District Manager’s Office”); and

WHEREAS, the District has entered into certain agreements instruments associated with the design and construction of the RR Crossing Project, including, but not limited to, (1) the Stipulation of Parties for the Closure of Youth Camp Road/Halpatiokee Road Railroad-Grade Crossing, FDOT Crossing Number 628094S, and the Opening of Coconut Boulevard Railroad-Highway Crossing Grade Crossing, FDOT Crossing TBD, dated November 20, 2021, by and among the District, Palm Beach County Florida, the State of Florida, Department of Transportation, and CSX Transportation, Inc. (“CSX”), (2) the Preliminary Engineering Agreement, dated February 11, 2022, by and between CSX and the District, (3) the Construction Agreement, dated _____, 2025, by and between CSX and the District, (4) Grade Crossing Maintenance Agreement , dated _____, 2025, by and between CSX and the District, (5) [the acceptance of a Deed of Easement from CSX in favor of District and Developer](#); (6) such other agreements pertaining to the RR Crossing Project, and (~~7~~6) all change orders or amendments thereto approved by the District (the “RR Crossing Agreements”); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the lands within the District; and

WHEREAS, the Developer further recognizes that without receiving funding from the Developer, the District does not currently have the monies available from its annual Budget, non-ad valorem special assessment revenues, or the proceeds of any series of bonds or notes to fund the RR Crossing Project or any of the obligations of the RR Crossing Agreements; and

WHEREAS, the Developer is agreeable to funding the design, construction, and pertinent costs of the RR Crossing Project [until such time as the Future Bonds \(as defined below\) makes funding available to the District for this purpose](#); and

WHEREAS, the Developer’s funding obligation under this Agreement is limited to that which is attributable to the RR Crossing Project, as described in the Engineer’s Report [and as set forth below](#); and

WHEREAS, it is the intent, but not the obligation, of the parties for the District to issue a second series of impact fee revenue bonds to fund the costs of the RR Crossing Project and the District obligations under the RR Crossing Agreements, which issuance would be expected to take place within the next year (the “Future Bonds”); and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Prior to the date of this Agreement, Developer funded the following amounts: (a) Eight Hundred Fifty Seven Thousand, Two Hundred Sixty-Six and No/100 Dollars (\$857,266.00), representing the current estimate of Reimbursable Expenses under the Construction Agreement; and (b) Eight Hundred Thousand and No/100 Dollars (\$800,000.00) as payment to CSX for the Deed of Easement. Following the date of this Agreement, Developer agrees to make available to the District the moneys necessary for the funding of the RR Crossing Project and those RR Crossing Agreements entered into by the District for such purpose, as such amounts become due, until such time as the Future Bonds are issued. The funds shall be placed in the District's general checking account and be utilized by the District for the purposes described herein. The Developer shall deliver to the District such funding as provided below in the amount of

AND 00/100 (\$_____ .00) DOLLARS (the "Developer Funding Amount"), which Developer Funding Amount has been determined as sufficient for the funding of all RR Crossing Agreements and any additional costs necessary to fund the RR Crossing Project through completion. The Developer Funding Amount set forth in this section is calculated as \$_____ for the Preliminary Engineering Agreement including approximately 10% contingencies, \$_____ for the Construction Agreement including approximately 10% contingencies, \$_____ for the Grade Crossing Maintenance Agreement including 10% contingencies, and \$_____ for such other costs attributable to the RR Crossing Project, which amounts total the Developer Funding Amount. Prior to the District receiving first pay application or request for payment from any contractor, consultant, or the supplier under the RR Crossing Agreements, as applicable, Developer shall pay the District an initial installment of \$_____ ("Initial Developer Funding"), unless the first pay application or request for payment from the contractor, consultant, or supplier, as applicable, is for an amount greater than the Initial Developer Funding, in which case Developer shall pay the

District the ~~greater~~ amount reflected in the initial pay application or request for payment, so that the District can make such payment. ~~Thereafter, Developer shall pay monthly installments to District of \$ _____, unless the work under the RR Crossing Agreements slows to the extent determined by the District Manager that sufficient funding is available under this Agreement to pay any obligations of the District under the RR Crossing Agreements or for the RR Crossing Project, in which case Developer shall pay the District the amount necessary so that District has a minimum \$ _____ in the District account designated for payments to contractors, consultants, or suppliers under the RR Crossing Agreements, as applicable, as provided herein and in the Agreement. If at any time the District requires Developer to make a payment in accordance with these terms, Developer shall do so within five (5) days of emailed notice from District to Developer. Until the Developer has paid the District the entirety of the Developer Funding Amount or the RR Crossing Project is completed, the intent is that the Developer shall be make advance payments to the District so that the District has at least \$ _____ available and designated to pay contractors, consultants, or suppliers, as applicable, prior to such contractors, consultants, and suppliers performing the work pursuant to the RR Crossing Agreements. Upon notice to the District by the Developer that the Developer Funding Amount then currently held by the District is sufficient to fund the RR Crossing Agreements and the completion of the RR Crossing Project hereunder, the requirement herein for the District to maintain (and the Developer to fund) \$ _____ shall be suspended.~~ All payments by the Developer to the District under this section shall be accounted for by the District and shall only be used to make payments to contractors, consultants, or suppliers under RR Crossing Agreements, as applicable, or towards the completion of the RR Crossing Project. Notwithstanding that which is provided herein, nothing herein shall be construed to release Developer from any obligation to provide additional funding necessary to complete the RR Crossing Project.

3. ~~If, as and when the Future Bonds are issued, Nothing herein shall be construed to prohibit~~ the Developer ~~shall be from being~~ reimbursed by the District from the net proceeds from ~~such~~ non-ad valorem special assessment Future Bonds ~~to be issued by the District~~, provided that the project proposed to be funded or partially funded with the proceeds of the Future Bonds includes the RR Crossing Project and is described in the applicable Engineer's Report or supplement thereto, that the District and the Developer have entered into an acquisition agreement that also includes the RR Crossing Project as part of said Project, and that there are net proceeds available from the Future Bonds for the purpose of paying for or partially paying for the RR Crossing Project. Notwithstanding, the District is not obligated to issue any such Future Bonds or additional bonds or to

otherwise provide any funding for the RR Crossing Project. This Agreement shall terminate without further action by either party upon the District's issuance of Future Bonds, provided and to the extent that net proceeds of the Future Bonds are sufficient to fund the RR Crossing Project in its entirety, as well as any other District obligations pursuant to the RR Crossing Agreements.

4. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

5. 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.

6. A default by either party under the Agreement, after written notice and a 10-day period to cure the default, shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

8. 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.

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. 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.

11. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

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

13. 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.

14. 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. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**AVENIR COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Virginia Cepero, Chairperson
Board of Supervisors

Print name: _____

Secretary/Assistant Secretary

_____ day of _____, 2025

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by Virginia Cepero, as Chairperson of the Board of Supervisors for **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to her best knowledge.

Notary Public

AVENIR DEVELOPMENT, LLC, a Florida
limited liability company

Print Name: _____

Title: _____

_____ day of _____, 2025

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, by _____, as and on behalf of **AVENIR
DEVELOPMENT, LLC**, a Florida limited liability company, this _____ day of _____, 2025, who
is personally known to me and/or produced _____ as identification and who
being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

Notary Public



Date: 6-1-25

Client: Avenir Palm Beach Gardens – ATTN: Jason Pierman

Name: Publix Access Roads

Contract Start date:

Contract End Date:

Monthly Service Fee*: \$2,445.00

Yearly Total: \$29,340.00

***Sales tax when applicable**

THIS LANDSCAPE SERVICE AGREEMENT (The Agreement) is entered into as of the date above between Arazoza Brothers and Client. If Client is not the record owner of the property where Arazoza Brothers will deliver goods or perform services under this agreement, the client is executing this agreement in his own behalf and as a duly authorized agent for the record owner (s) of the property.

NOW, THEREFORE, Client and Arazoza Brothers mutually agree to the following terms and conditions

TERMS AND CONDITIONS

a) SERVICES; LANDSCAPE SITE(S). For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and /or other landscape services described in the Scope of Services” attached hereto (Exhibit A), together with delivery or installation of any associated goods and materials, and (ii) the “Landscape site(s)” consist of the exterior landscaped areas for each of the sites(s) identified in the attached Scope of Services. More than one scope of landscape services may be attached hereto, in the event of multiple landscape sites.

b) STANDARDS. During the Term, Contractor shall furnish the Services or arrange for the Services to be furnished in accordance with applicable horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed and supervised personnel, and properly maintained equipment.

c) SUBSTANCES. Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Contractor shall not be held liable for the use of such substances if used properly in accordance with applicable laws and regulations. Other materials shall be applied in accordance with manufacturer's directions.

d) TERM. The initial term of this Agreement shall begin on the Agreement start date and conclude on the Agreement end date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each a "renewal term") on each anniversary of the Agreement start date of the initial term (each, an "Anniversary Date") unless either Party gives written notice to the other Party of its intent not to renew at least 90 days prior to the Anniversary Date. The initial term, together with any renewal term, comprises the "Term."

e) FEES. For Services performed pursuant to this Agreement, the Client shall pay Contractor the service fee subject to adjustments as described below. Client shall pay the service fee to Contractor through monthly payments. The service fee shall be payable in select # of monthly payments equal monthly installments, beginning in the month of select Month payments is to begin. Monthly invoices will be dated the 1st of each month, and payments are due thirty (30) days of the invoice date.

f) LABOR AND MATERIAL: Contractor shall pay all valid charges for labor and material it incurs and uses pursuant to this Agreement. However, when the price for any materials to be used pursuant to this Agreement increases five percent (5%) or more between execution of the Agreement and materials purchase, Client shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials has increased beyond 5%, as demonstrated by Contractor

g) PAYMENT: Payment will be past due if not paid within five (5) days of the date specified in this Agreement. Past due payments shall be subject to an administrative charge equal to the lower of: (i) 1.5% Per Month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse Contractor for all cost and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Contractor in collecting an overdue Service fee, work order charges, and administrative charges

h) Unless specified otherwise hereunder, every 12 months the service fee shall be increased by an amount calculated by multiplying the service fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) the most recently published consumer price index (CPI).

i) RIGHT TO STOP WORK: Either Contractor or Client may terminate this Agreement upon 90 days prior written notice to the other Party. If Client terminates this Agreement without cause prior to the end of the then current term, Client will, within 15 days of the termination date, pay Contractor (i) all amounts owed to date for services performed, (ii) reimbursement of any partner incentives, such as, but not limited to, enhancement credits, discounts, rebates, etc. Contractor shall have the right to stop work under this Agreement if any payment by Client is not made, when due. Contractor may suspend the Work until all payments due are received. This remedy is in addition to any other right or remedy that Contractor may have.

j) FORCE MAJEURE: Except with respect to payment obligations under this Agreement, no Party shall be liable for, nor shall such Party be considered in breach of this Agreement, due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including but not limited to any act of God or a public enemy

or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, epidemic, pandemic or other public health situation or resulting government action which restrains the ability of Contractor to commence, continue or complete performance of the Agreement. On reasonable notice, the time for performance shall be extended by the

k) reasonable period of such delay. If the Services are delayed for more than sixty (60) continuous or intermittent days from the same Force Majeure cause, either Contractor or Client has the discretion to terminate the Agreement without liability. Contractor shall be entitled to payment for work performed and materials supplied to the work site to the date of termination and for materials ordered if the order cannot reasonably be rescinded.

l) COMPLIANCE WITH LAWS: In connection with the performance by Contractor of its duties pursuant to this Agreement, Client shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances, and regulations.

m) ATTORNEY FEES: In the event that there is any legal proceeding arising out of this Agreement, the prevailing party shall be entitled to have its reasonable attorney fees and costs paid by the other party at all levels, including appeals.

n) CLAIMS—LIMITATIONS: Any damages for which Contractor may be liable to Client shall not, in any event, exceed the total price of this Agreement.

o) VALIDITY: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

p) LIMITED WARRANTY: Contractor warrants that all work will be performed in a good and workmanlike manner. There are no warranties either expressed or implied except those specifically set forth in this Agreement, and there are absolutely no guarantees relating to continued life or growth of plant material beyond the period necessary for initial planting shock, but not to exceed ninety (90) days, unless otherwise stated herein. Any warranty or guarantee is only effective if Client has complied with all the terms and conditions, payments, and other provisions of this Agreement. Client is responsible for any damages to plants or otherwise, caused by either over- or under-watering, when that over- or under-watering is done through Client-handled manual irrigation or hand watering, or when there is an interruption in the service of an automatic sprinkler system, or over- or under-fertilization, when Client handles or directs the fertilization, or where plants and other landscaping are damaged by pests or diseases. Arazoza Brothers shall also not be responsible for any Damage Caused by Acts of God (Hurricanes, lightning strikes etc.)

Avenir Publix Access Road

MAINTENANCE PROPOSAL

Maintenance*	Description – 94 HOMES - WITH AGRONOMICS
Mowing Services	42 Visits <i>Mow, String Trim, Edge, Blow</i>
Detail Services	12 Visits <i>Shrub Trimming, Ornamental Shrub Pruning & Weed Treatment – Alternating Plant Material As Needed</i>
Irrigation Services	12 times per year <i>Run / inspect all clocks and zones</i>
Trimming Palms	Palm Pruning up to 12' – Service is to remove dead/declining palm fronds. Or palm fronds touching a building structure – To be done as needed during detail services
Trimming Hardwoods	Hardwood Pruning up to 8' – Service is to remove low hanging branches under 1.5" for clearance and line of site. – To be done as needed during detail services.
Agromomics	4 - Turf Fertilization Applications 2 - Palm and Ornamental Applications IPM – AS NEEDED
	<i>\$2,445.00– Per Month \$29,340.00 – Annually</i>

ARAZOZA BROTHERS CORPORATION

N

BY: _____

NAME: _____

TITLE: _____

DATE: _____

******CUSTOMER******

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Arazoza Bros., Corp.

Maintenance

1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal**W.O. Date:** 06/04/2025**W/O # 41****Attn:** Jason Pierman**Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Bahia Turf Install - Spray And Lay - No Grading - 12,000 Sq Ft Installed		12,000.00	\$0.90	\$10,800.00
			Grand Total	\$10,800.00
			Grand Total	\$10,800.00

Removal of vegetation / rocks included. East Break has limited access, wheel barrows and other mechanical means will be needed to lay turf.

*Proposal valid for 30 Days after submission

* Alternates, if present, are to be added to the cost of proposal.

* No Material will be purchased from Tree World Wholesale Nursery.

* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.



Arazoza Bros., Corp.

Maintenance

1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal**W.O. Date:** 06/20/2025**W/O # 43****Attn:** Jason Pierman**Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Replace 2" valve at entrance and various fittings needed for re-connect		1.00	\$260.00	\$260.00
Labor to dig up and install new valve		3.00	\$75.00	\$225.00
			Grand Total	\$485.00
			Grand Total	\$485.00

* This proposal shall be valid for ninety (90) days from date of issue.

* Alternates, if present, are to be added to the cost of proposal.

* No Material will be purchased from Tree World Wholesale Nursery.

* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



April 30, 2025

Mr. Carlos Ballbe, P.E.
District Engineer

Jason Pierman
District Manager

Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir Mitigation Area; FY 2025-26 Habitat Maintenance Services

Dear Carlos and Jason:

Pursuant to your our existing contract with the Avenir CDD regarding the above referenced project, EW Consultants, Inc. is pleased to provide this scope and budget for continued professional environmental services.

PROJECT UNDERSTANDING

The Phase 1 (303 +/- acres), Phase 2A (530 +/- acres), Phase 2B (409 +/- acres), and Phase 3 (352 +/- acres) Mitigation Areas (1,594 +/- acres) have been and will be under maintenance control treatment through September 2025. For the maintenance period beginning October 2025 and running through September 2026, Phase 2C (588 +/- acres) will be added to the area under maintenance control for a total of 2,182 +/- acres.

This maintenance control scope of services for FY 2025-26 program will cover a total of 2,182 +/- acres over a period of 12 months, beginning with October 2025 and running through and including September 2026 (FY 2025-26).

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 –Mitigation Area Maintenance of 2,182 +/- Acres of Mitigation Areas -

Under this Task, we will conduct the required habitat maintenance and monitoring of approximately 2,182 acres which comprise Phase 1, Phase 2A, Phase 2B, Phase 2C, and Phase 3 mitigation areas. This maintenance effort will begin October 1, 2025 and continue through September 30, 2026.

Project Management -

We will provide a qualified restoration biologist to direct the habitat maintenance activities within the 2,182 +/- acres of mitigation areas. The project manager will provide operational direction, scheduling, subcontractor management, and quality control services as part of the overall project direction. The project manager will provide for all necessary compliance reporting to permit agencies, restricted use chemical management, and prepare required annual monitoring report submittals to SFWMD, U.S. Army Corps of Engineers, and the City of Palm Beach Gardens.

Vegetative Maintenance Control Treatments -

The project area for the habitat maintenance treatment will be comprised of approximately 2,182 acres as shown on the attached maps. The vegetative maintenance control treatment process will entail the following activities.

1) Invasive Species Surveillance and Spot Treatment –

This activity will entail using field crews, properly labeled herbicides, and herbicide spray equipment for treatment of re-growth and new recruitment of invasive non-native species, primarily Brazilian pepper, melaleuca, Australian pine, earleaf acacia, and old world climbing fern. Treated vegetation will be left in place to decay naturally.

2) Invasive Grasses/Herbaceous Species Broad Spectrum Treatment –

This activity will entail application of properly labeled foliar herbicide to invasive grasses and herbaceous species in the restored prairie areas. The process involves preparation (selective mowing of invasive grass species) followed by herbicide application with specialized equipment to avoid treatment of non-target species. Treated vegetation will be left in place to decay naturally.

3) Invasive Wildlife Species Control -

This activity will entail a professional invasive wildlife control specialist to assist in control and removal of invasive wildlife species within the areas under habitat maintenance. The primary target species will be wild hogs, as they cause significant damage throughout the mitigation areas, and without control, will also cause damage in the development area.

4) Native Vegetation Thinning/Biomass Control –

This effort will entail conducting ongoing selective cutting and thinning of nuisance level native species as necessary throughout the 2,182 +/- acre maintenance area. We will utilize a combination of forestry mulching equipment, roller chopping, and selective mowing to maintain native vegetation species below nuisance levels where necessary. If permissible through state and local agencies, this effort will also include conducting prescribed fire management.

5) Compliance Monitoring Reports and Coordination –

Under this task, we will prepare the required annual monitoring report for the 2,182 +/- acre area under active maintenance. This will include purchase and installation of specified water level monitoring wells, as well as any required replacement of this equipment where already installed. Data collection and reporting will be conducted in the first quarter of 2026 for submittal in accordance with required permit schedules. Reports will be provided to SFWMD, U.S. Army Corps of Engineers, and the City of Palm Beach Gardens.

In addition to the required regulatory annual monitoring/compliance reporting, we will prepare a Five Year Update to the Conservation Area Management Plan (CAMP) for submittal and review to the City of Palm Beach Gardens. This CAMP update will include a full status report on completed habitat restoration, adaptive management protocols and implementation, and schedule for completion of any remaining elements of the CAMP requirements.

Trail Maintenance –

There is an existing trail network within approximately Phase 1, and trails are currently being established elsewhere in area of Phase 2. Under this task, we will conduct trail maintenance for the existing trail network and any additional trails. Maintenance activity will include weed and brush control in the wooded areas, rototilling and grooming in the pasture trail areas, and installation/maintenance of trail signage.

These Task 1 services will be provided for a total of 12 months (October 2025 through and including September 2026). Task 1 services will be billed at \$87,000.00 per month for a 12 month lump sum fee of \$1,044,000.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule. This agreement will cover habitat maintenance requirements from October 1, 2025 through and including September 30, 2026.

FEES AND BILLING

We will provide the services described above on the basis of percentage complete during each month work is performed. The services have been broken into a “per month” fee, however, the total lump sum fee of \$1,044,000.00 will govern.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

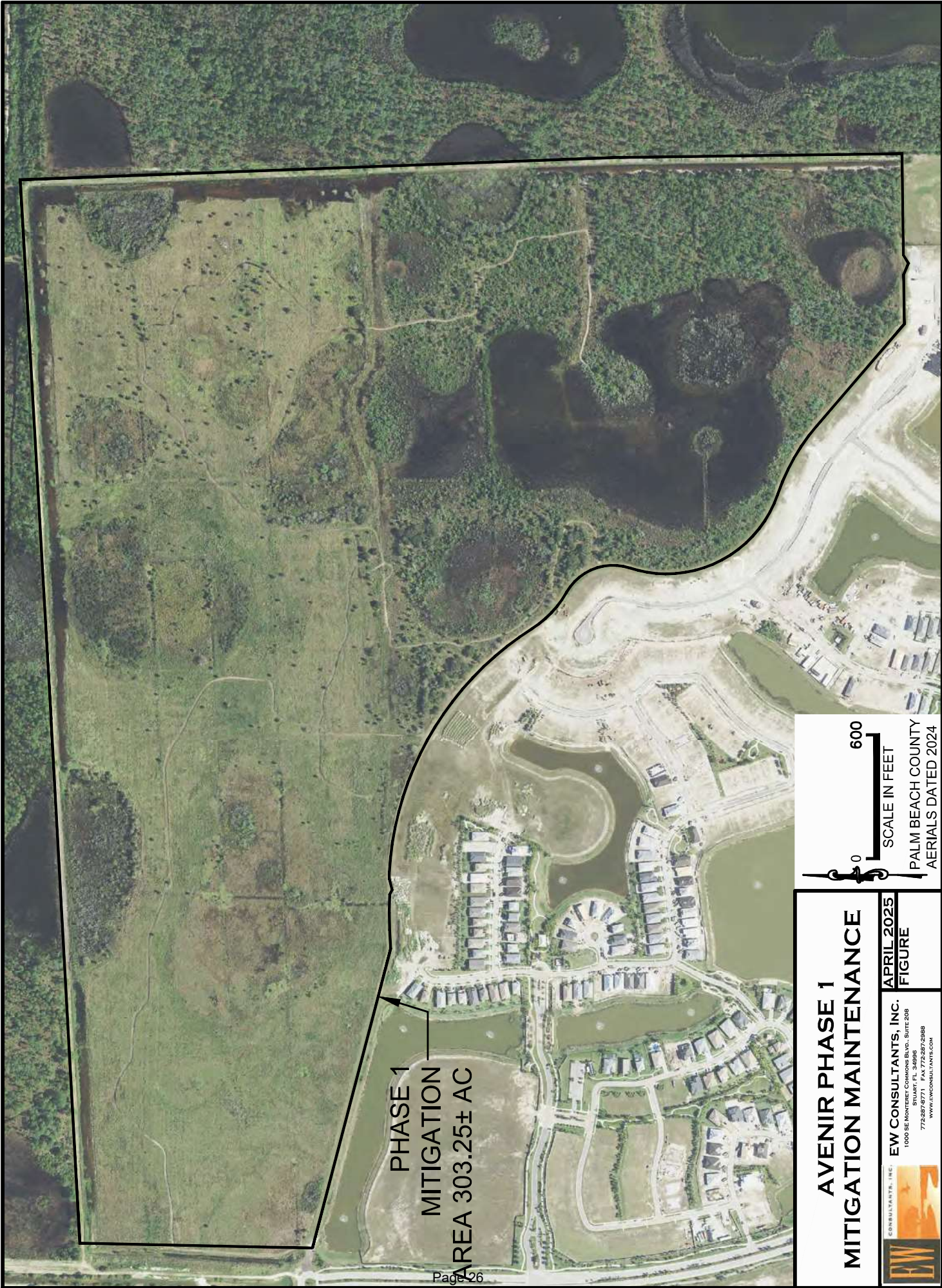
**Edward R.
Weinberg** Digitally signed by
Edward R. Weinberg
Date: 2025.04.30
15:53:51 -04'00'

Ed Weinberg, President

Signed: _____

Title: _____

Date: _____



PHASE 1
MITIGATION
AREA 303.25± AC

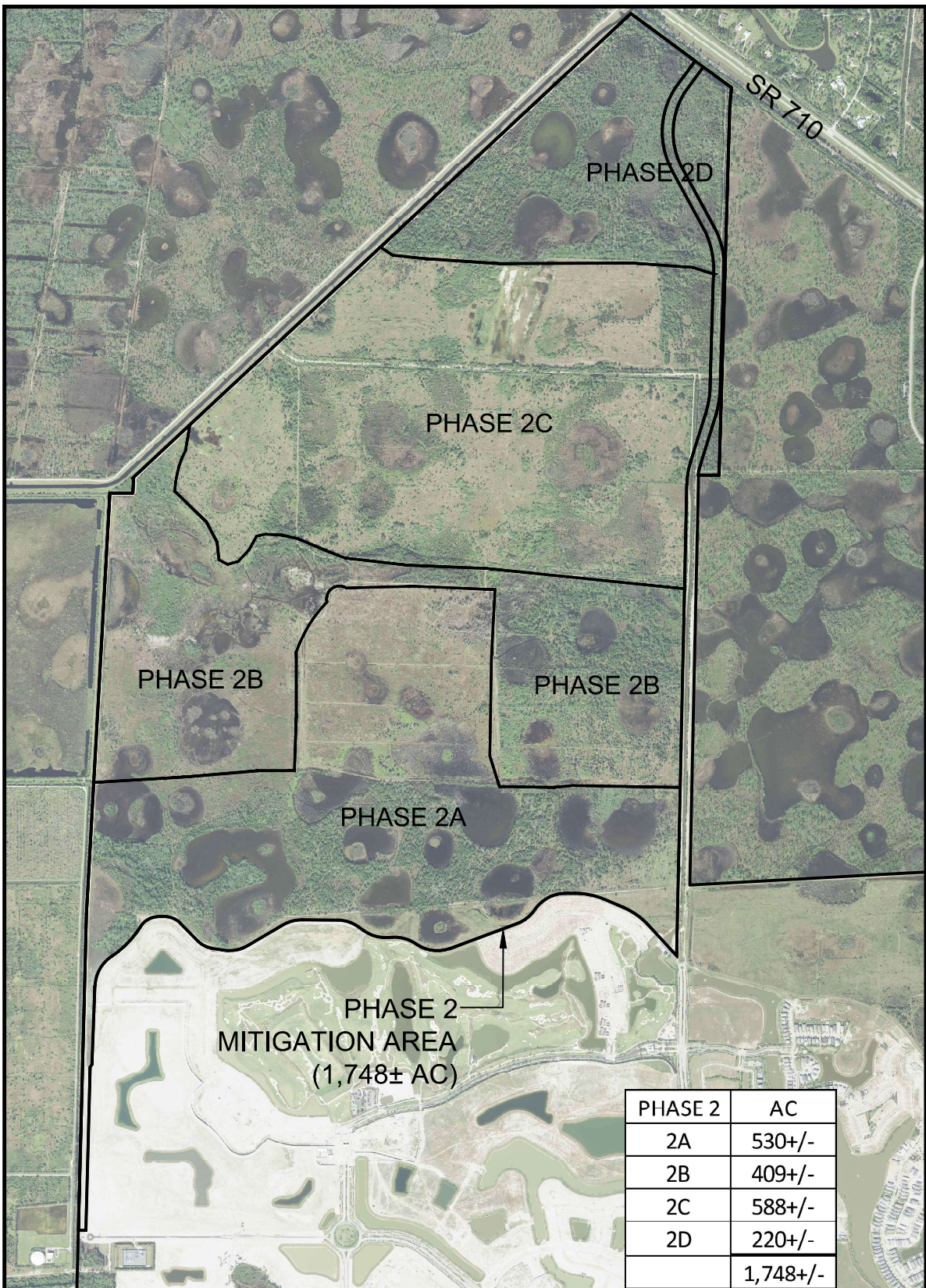
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SCALE IN FEET
PALM BEACH COUNTY
AERIALS DATED 2024

AVENIR PHASE 1 MITIGATION MAINTENANCE



EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772.887.2388
WWW.EWCONSULTANTS.COM

APRIL 2025
FIGURE



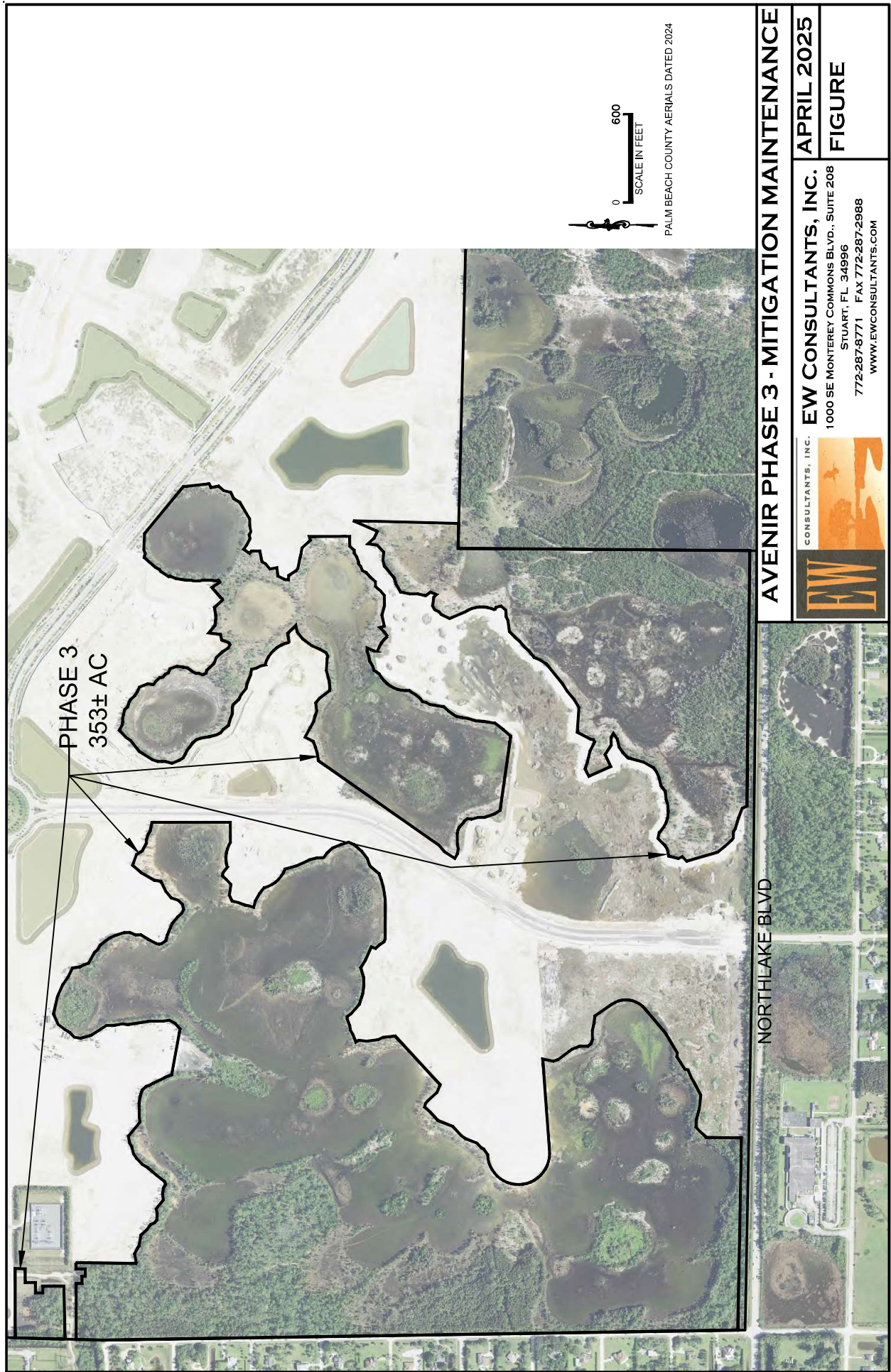
PALM BEACH COUNTY AERIALS DATED 2024

AVENIR PHASE 2 MITIGATION MAINTENANCE



EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
www.ewconsultants.com

APRIL 2025
FIGURE



AVENIR PHASE 3 - MITIGATION MAINTENANCE

	EW CONSULTANTS, INC. 1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM	APRIL 2025 FIGURE
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April 30, 2025

Mr. Jason Pierman
District Manager

Mr. Carlos Ballbe, P.E.
District Engineer

Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir Consolidated Water Use Permit; Hydrobiologic Monitoring

Dear Jason and Carlos:

Pursuant to our discussions regarding the above referenced project, EW Consultants, Inc. is pleased to provide this proposed approach and agreement for professional environmental services.

PROJECT UNDERSTANDING

The Avenir Consolidated Water Use Permit (50-12168-W) was issued in June 2023 with Avenir Community Development District as the permittee along with Avenir Development, LLC as a co-permittee. Among other requirements of the permit is the implementation of a detailed Wetland Hydrobiologic Monitoring Program (Special Condition 21) to address potential concerns related to drawdown impacts on off site wetland areas. A copy of the approved Hydrobiologic Monitoring Program extracted from the Permit, was provided with our previous agreement for these services.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Year 2 Data Collection and Documentation -

Under this Task, we will collect the required field data (consistent with the parameters established under the Baseline Data Collection and First Annual Report) for preparation of the Second Annual Hydrobiologic Monitoring report. Data collection will be initiated in October 2025.

We will conduct two semi-annual data collection events (October 2025 and April 2026) and compile the Year 2 results into the required Second Annual Hydrobiologic Monitoring report for submittal in compliance with the permit requirements.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule and permit compliance requirements.

FEES AND BILLING

We will provide the services described above in Tasks 1 and 2 for a Lump Sum Fee of \$25,000.00. Services will be billed on a percentage complete basis through completion of the Second Annual Hydrobiologic Monitoring report.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

**Edward R.
Weinberg**

Digitally signed by Edward R.
Weinberg
Date: 2025.04.30 16:00:59 -04'00'

Ed Weinberg, President

Signed: _____

Title: _____

Date: _____

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Rectangular Rapid Flashing Beacon Assembly-REV 3	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	05/20/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$1,500.00	\$1,500.00
105	MOT	1.00	LS	\$2,400.00	\$2,400.00
110	Geotechnical Testing	1.00	LS	\$1,200.00	\$1,200.00
115	Survey And Asbuilts	1.00	LS	\$1,600.00	\$1,600.00
120	Carmanah R920 - E Solar Wireless RRFB Back To Back Light Bar Configuration	4.00	EACH	\$11,500.00	\$46,000.00
125	Pelco Ped Pole Assembly	4.00	EACH	\$2,575.00	\$10,300.00
130	Sign Package	4.00	EACH	\$1,175.00	\$4,700.00

Total Bid Price: \$67,700.00

Notes:

- This proposal is based on attached detail and subject to the following provisions:
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- Contractor not responsible for existing utilities not shown on plans.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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1. TRACT "J" AND TRACT "H", AS SHOWN HEREON, ARE HEREBY DEDICATED AVENIR DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, COMMUNITY GARDEN, DOG PARK, PARKING, PLAYGROUND, SIDEWALKS AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

Is this correct?
Dedicated to
Developer?

myf
Comments
4/19/25

Why Association here?

Some of the parking, walk and a pavilion fall within Parcel J

All other dedications are to the CDD like the other plats.

2. TRACTS "RW1" AND "RW2", AS SHOWN HEREON, ARE HEREBY RESERVED 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 TRACTS RW1 AND RW2 AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

Tract or Tracts?

3. TRACTS "RBE", AS SHOWN HEREON IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACT ENCUMBERED BY SAID ROADWAY BUFFER EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

Wt or Plat

4. TRACT "W", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR MAINTENANCE, 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.

LM1 on Plat

5. TRACT "LM", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADJOINING 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, 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.

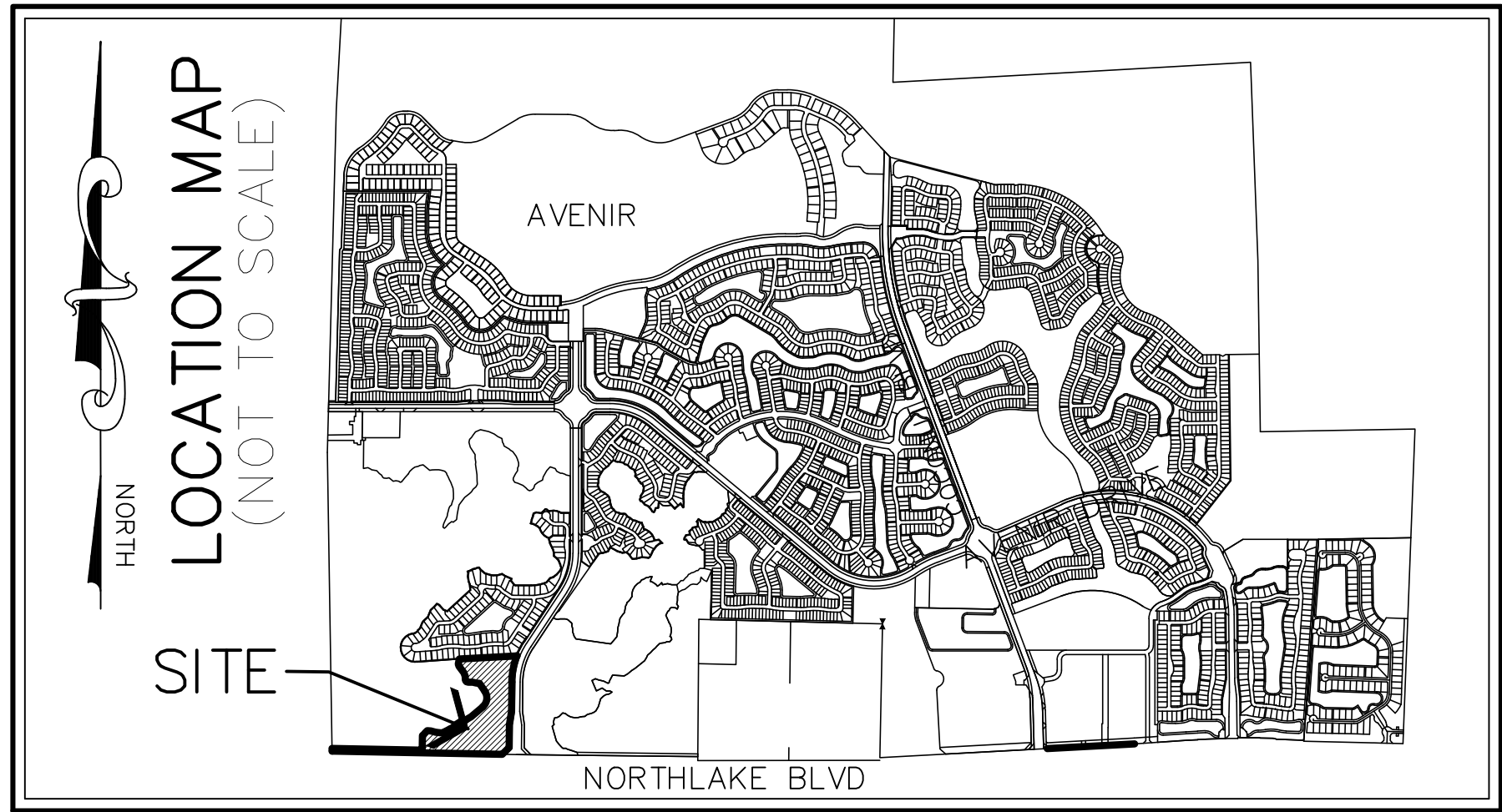
6. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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

8. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED 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. FIRE SAFETY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "FSE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL AND JURISDICTION FOR FIRE SAFETY. STRUCTURES, FENCING OR VEGETATION, OTHER THAN SOD, ARE PROHIBITED WITHIN THE EASEMENT. RETAINING WALLS WILL BE ALLOWED WITHIN THE EASEMENT. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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/K/A SPINE ROAD 4, 5A/5B, AND 7 ON THE AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/K/A SPINE ROAD 1,2 AND 3 ON THE AVENIR PCD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/K/A SPINE ROAD 6 AND 8 ON THE AVENIR PCD 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.



AVENIR – FARM

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 RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF

CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
MAY 2024

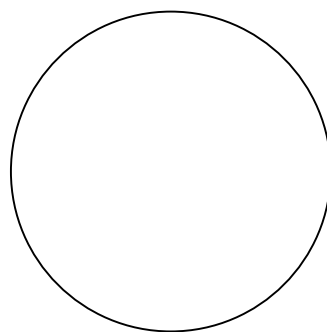
STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2025 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
DEPUTY CLERK

SHEET 1 OF x

CLERK



DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "AVENIR – FARM", BEING A REPLAT OF A PORTION OF PARCEL "A-1", AVENIR, AS RECORDED IN PLAT BOOK 127, PAGES 85 , TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CONSERVATION AREA TRACT C–2, AVENIR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGES 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE S88°54'50"E, A DISTANCE OF 1319.43 FEET; THENCE N01°05'27"E, A DISTANCE OF 243.43 FEET; THENCE N49°46'38"E, A DISTANCE OF 18.91 FEET; THENCE N41°34'11"E, A DISTANCE OF 41.36 FEET; THENCE N46°47'03"E, A DISTANCE OF 38.64 FEET; THENCE S86°47'34"E, A DISTANCE OF 53.17 FEET; THENCE S74°45'48"E, A DISTANCE OF 66.39 FEET; THENCE S81°17'03"E, A DISTANCE OF 40.54 FEET; THENCE S83°58'24"E, A DISTANCE OF 62.83 FEET; THENCE N62°26'52"E, A DISTANCE OF 87.02 FEET; THENCE N60°22'01"E, A DISTANCE OF 47.81 FEET; THENCE N66°59'09"E, A DISTANCE OF 60.06 FEET; THENCE N12°18'44"E, A DISTANCE OF 23.25 FEET; THENCE N57°54'21"E, A DISTANCE OF 101.81 FEET; THENCE S82°24'02"E, A DISTANCE OF 25.28 FEET; THENCE N59°36'08"E, A DISTANCE OF 152.81 FEET; THENCE N49°59'25"E, A DISTANCE OF 224.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 84°22'14", A DISTANCE OF 250.33 FEET TO A POINT OF TANGENCY; THENCE N34°22'49"W, A DISTANCE OF 142.93 FEET; THENCE N83°58'24"W, A DISTANCE OF 48.99 FEET; THENCE N76°25'20"W, A DISTANCE OF 51.80 FEET; THENCE S89°40'05"W, A DISTANCE OF 64.40 FEET; THENCE N72°40'11"W, A DISTANCE OF 28.04 FEET; THENCE N37°07'08"W, A DISTANCE OF 29.06 FEET; THENCE N00°19'55"W, A DISTANCE OF 56.92 FEET; THENCE N21°22'01"W, A DISTANCE OF 54.68 FEET; THENCE N36°44'06"W, A DISTANCE OF 117.60 FEET; THENCE N21°21'55"W, A DISTANCE OF 35.72 FEET; THENCE N12°18'38"E, A DISTANCE OF 75.75 FEET; THENCE N86°55'35"E, A DISTANCE OF 846.07 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20° 46' 38", HAVING A RADIUS OF 1080.00 FEET, HAVING AN ARC DISTANCE OF 391.64 FEET, AND WHOSE LONG CHORD BEARS SOUTH 11° 02' 24" WEST FOR A DISTANCE OF 389.50 FEET; THENCE S00°39'05"W, A DISTANCE OF 17.77 FEET; THENCE N45°39'05"E, A DISTANCE OF 56.91 FEET TO THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01° 14' 18", HAVING A RADIUS OF 1040.00 FEET, HAVING AN ARC DISTANCE OF 22.48 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 16' 14" WEST FOR A DISTANCE OF 22.48 FEET; THENCE S00°39'05"W, A DISTANCE OF 143.72 FEET; THENCE N44°20'55"W, A DISTANCE OF 56.57 FEET; THENCE S00°39'05"W, A DISTANCE OF 323.82 FEET; THENCE S09°10'55"W, A DISTANCE OF 51.13 FEET; THENCE N45°39'05"W, A DISTANCE OF 67.30 FEET; THENCE S09°10'55"W, A DISTANCE OF 182.86 FEET; THENCE N44°20'55"W, A DISTANCE OF 49.74 FEET; THENCE S09°10'55"W, A DISTANCE OF 51.93 FEET; THENCE S00°39'05"W, A DISTANCE OF 333.61 FEET; THENCE S45°52'07"W, A DISTANCE OF 141.96 FEET; THENCE S88°54'50"W, A DISTANCE OF 2490.39 FEET; THENCE N00°53'56"W, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.857 ACRES, MORE OR LESS.

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

1. TRACT "J" AND TRACT "H", AS SHOWN HEREON, ARE HEREBY DEDICATED AVENIR DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, COMMUNITY GARDEN, DOG PARK, PARKING, PLAYGROUND, SIDEWALKS AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

2. TRACTS "RW1" AND "RW2", AS SHOWN HEREON, ARE HEREBY RESERVED 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 TRACTS RW1 AND RW2 AS SHOWN HEREON, IS HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

3. TRACTS "RBE", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, BUFFER, DRAINAGE, LIGHTING AND UTILITY PURPOSES. SAID TRACT ENCUMBERED BY SAID ROADWAY BUFFER EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

4. TRACT "W", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR MAINTENANCE, 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.

5. TRACT "LM", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADJOINING 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, 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.

6. THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS. THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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

8. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "LBE", ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED 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. FIRE SAFETY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "FSE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL AND JURISDICTION FOR FIRE SAFETY. STRUCTURES, FENCING OR VEGETATION, OTHER THAN SOD, ARE PROHIBITED WITHIN THE EASEMENT. RETAINING WALLS WILL BE ALLOWED WITHIN THE EASEMENT. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

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/K/A SPINE ROAD 4, 5A/SB, AND 7 ON THE AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/K/A SPINE ROAD 1,2 AND 3 ON THE AVENIR PCD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/K/A SPINE ROAD 6 AND 8 ON THE AVENIR PCD 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.

**AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,**
STATE OF FLORIDA)
COUNTY OF MIAMI–DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS _____ DAY OF _____, 2025.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: _____
PRINT NAME:

BY: MANUEL M. MATO
PRESIDENT

WITNESS: _____
PRINT NAME:

**AVENIR DEVELOPMENT, 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 _____, 2025, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR DEVELOPMENT, 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 _____, 2025.

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, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS ____ DAY OF _____, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____
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 _____, 2025, 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 _____, 2025.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____
PRINT NAME

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, TYRONE T. BONGARD, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN AVENIR DEVELOPMENT, 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; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

TYRONE T. BONGARD, ESQ.,
ATTORNEY AT LAW
FLORIDA BAR #649295
FOR THE FIRM OF GUNSTER, YOAKLEY & STEWART, P.A.

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.

3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF TRACT RBE1, AVENIR POD – 20, AS RECORDED IN PLAT BOOK 135, PAGE 113 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID EAST LINE HAVING A PLAT BEARING OF NORTH 00°39'05" EAST.

5. LINES INTERSECTING CURVES ARE NON–RADIAL UNLESS SHOWN OTHERWISE.

6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

7. ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

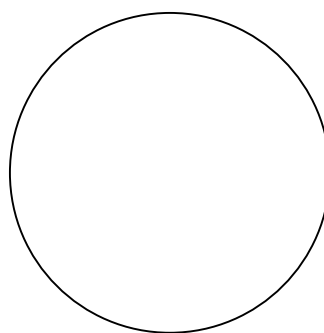
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(7), F.S., HAVE BEEN PLACED AND PERMANENT CONTROL POINTS (P.C.P.'S) ACCORDING TO SEC. 177.091(8) 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 COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES, AS AMENDED.

DATED: _____

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

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

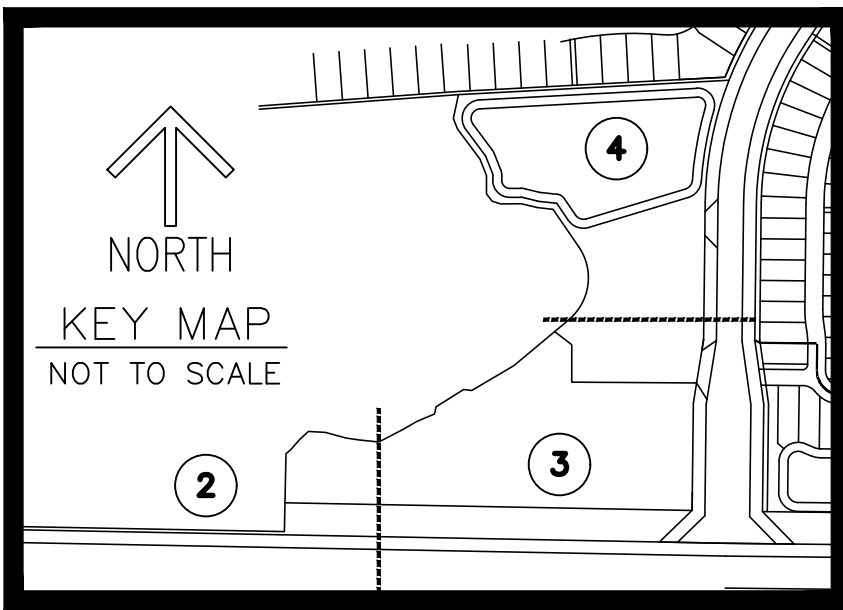
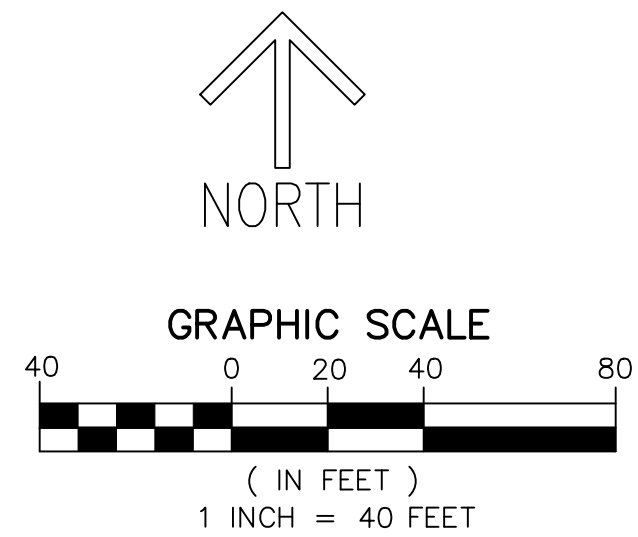
SURVEYOR



AVENIR – FARM

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 RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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



LEGEND/ABBREVIATIONS

- CL – CENTERLINE
- Δ – DELTA (CENTRAL ANGLE)
- AC – ACRES
- CB – CHORD BEARING
- CD – CHORD DISTANCE
- DE – DRAINAGE EASEMENT
- FSE – FIRE SAFETY ACCESS EASEMENT
- L – ARC LENGTH
- LAE – LIMITED ACCESS EASEMENT
- LB – LICENSED BUSINESS
- LBE – LANDSCAPE BUFFER EASEMENT
- LSE – LIFT STATION EASEMENT
- O.R.B. – OFFICIAL RECORD BOOK
- PB – PLAT BOOK
- PG – PAGE
- P.P.A.E. – PERPETUAL PUBLIC ACCESS EASEMENT
- R – RADIUS
- (R) – INDICATES RADIAL LINE
- RB – INDICATES RADIAL BEARING
- RBE – ROADWAY BUFFER EASEMENT
- RWAE – RETAINING WALL ACCESS EASEMENT
- SF – SQUARE FEET
- SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
- UE – UTILITY EASEMENT
- PRM – DENOTES PERMANENT REFERENCE MONUMENT
5/8" IRON ROD WITH CAP STAMPED
"C&W PRM LB 3591"
- – DENOTES PERMANENT CONTROL POINT
- ✱ – 1/4 SECTION CORNER
- ✱ – SECTION CORNER

SHEET 2 OF 4

MATCH LINE SHEET 3

UNPLATTED WEST 1/2 OF
SECTION 17
GRAPEVIEW BLVD
(ORB 1018, PG 491)

CONSERVATION AREA
TRACT C-2
(ORB 29765, PG 1236)
(PB 127, PG 85)

PARCEL J
(11.122 AC)

TRACT RBE
(3.106 AC)

TRACT RW-1
AVENIR
(PB 127, PG, 85)

NORTHLAKE BOULEVARD
RIGHT-OF-WAY WIDTH VARIES

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
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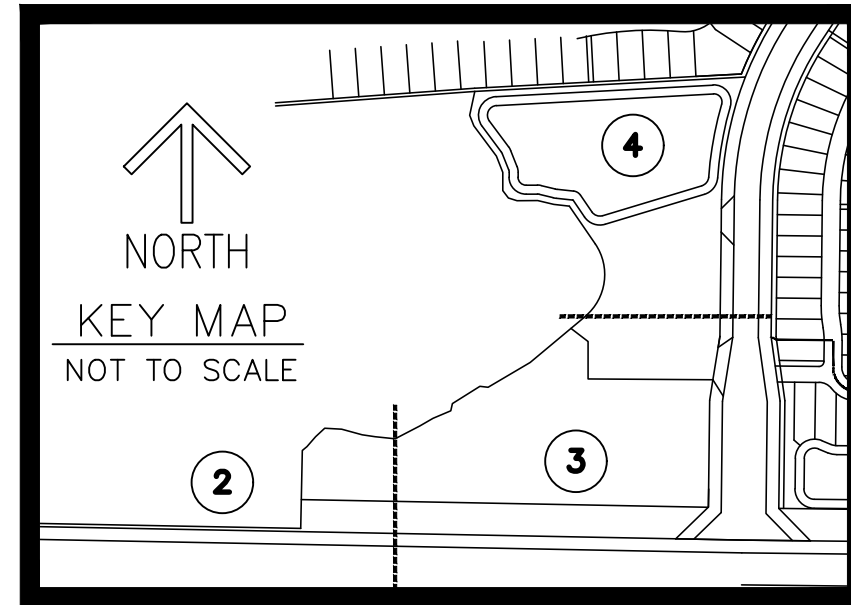
AVENIR — FARM

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 RBE4, AVENIR — POD 20, AS
RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST,
CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

MATCH LINE SHEET 4

LEGEND/ABBREVIATIONS

- ℄ — CENTERLINE
- Δ — DELTA (CENTRAL ANGLE)
- AC — ACRES
- CB — CHORD BEARING
- CD — CHORD DISTANCE
- DE — DRAINAGE EASEMENT
- FSE — FIRE SAFETY ACCESS EASEMENT
- L — ARC LENGTH
- LAE — LIMITED ACCESS EASEMENT
- LB — LICENSED BUSINESS
- LBE — LANDSCAPE BUFFER EASEMENT
- LSE — LIFT STATION EASEMENT
- O.R.B. — OFFICIAL RECORD BOOK
- PB — PLAT BOOK
- PG — PAGE
- P.P.A.E. — PERPETUAL PUBLIC ACCESS EASEMENT
- R — RADIUS
- (R) — INDICATES RADIAL LINE
- RB — INDICATES RADIAL BEARING
- RBE — ROADWAY BUFFER EASEMENT
- RWAE — RETAINING WALL ACCESS EASEMENT
- SF — SQUARE FEET
- SUAE — SEACOAST UTILITY AUTHORITY EASEMENT
- UE — UTILITY EASEMENT
- PRM — DENOTES PERMANENT REFERENCE MONUMENT
5/8" IRON ROD WITH CAP STAMPED
"C&W PRM LB 3591"
- — DENOTES PERMANENT CONTROL POINT
- ⊙ — 1/4 SECTION CORNER
- ✱ — SECTION CORNER



CONSERVATION AREA
TRACT C-2
(ORB 29765, PG 1236)
(PB 127, PG 85)

PARCEL H
(4.607 AC)

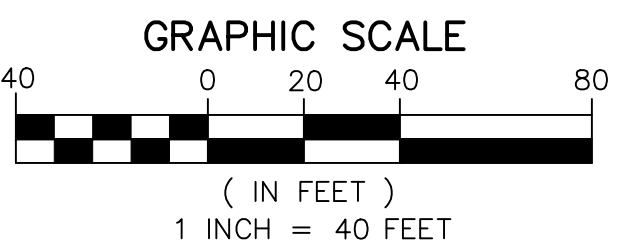
PARCEL J
(11.122 AC)

TRACT RBE
(3.106 AC)

TRACT RW-1
AVENIR
(PB 127, PG, 85)

NORTHLAKE BOULEVARD
RIGHT-OF-WAY WIDTH VARIES

SHEET 3 OF 4



CAULFIELD & WHEELER, INC.

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 RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

MATCH LINE SHEET 3

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this this 9 day of June 9, 2025 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 **H AND J CONTRACTING, INC.**, a Florida corporation (herein called "Contractor") whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a "Party" and together "Parties"):

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 SPINE ROAD FIVE – MISCELLANEOUS IMPROVEMENTS

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

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

Owner_____ Contractor_____

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 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 **EIGHTY SIX THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS AND THIRTY FOUR CENTS (\$86,796.34)** and 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" or 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 25th 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 30 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

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

Owner_____ Contractor_____

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

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

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

- 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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,

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

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 Contract, 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.

Owner_____ Contractor_____

- 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.
- 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

Owner_____ Contractor_____

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Attn: Jeremy Rury, Vice President

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

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

- P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming 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.

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

(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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner_____ Contractor_____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Owner_____ Contractor_____

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

WITNESSES:

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

Print Name: _____

By: _____

Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR

H AND J CONTRACTING, INC., a Florida corporation

Print Name: _____

By: _____

Name: Jeremy Rury
Vice President

Dated: _____

Print Name: _____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

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

- Install bench pads, receptacles, benches.
- Signs.
- Irrigation pump slab and fence

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 inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Evan Kobida
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine Phase 5-Benches And Waste Receptacles-REV 2	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	03/18/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Steel Bench	8.00	EACH	\$3,450.00	\$27,600.00
	105	36 Gallon Trash Receptacle	6.00	EACH	\$3,250.00	\$19,500.00
	110	Freight	1.00	LS	\$3,657.00	\$3,657.00
	115	4" CONCRETE BENCH PAD	8.00	EACH	\$341.25	\$2,730.00
	120	4" CONCRETE WASTE RECEPTICLE PAD	6.00	EACH	\$243.75	\$1,462.50
	125	INSTALL BENCHES	8.00	EACH	\$258.38	\$2,067.04
	130	INSTALL WASTE RECEPTICLES	6.00	EACH	\$78.00	\$468.00

Total Bid Price: \$57,484.54

Notes:

- Bench Description: Production Series Contoured All-Steel Bench
PRS-127 Components
6-Ft Scrolled Steel Slats
Bolt On Attachment
Hot Dip Galvanizing
(1) Intermediate Armrest(s)
Black
- Waste Receptacle Description: Steelsites Series 36-Gallon Side-Door Recycling Receptacle RSDC-36 Components
36-Gallon Half-Moon Liner (Pair)
ABS Bottom Plate Cover w/Divider
Black
DSP-32B Solid Convex Lid w/Divider
Lid - Black
Latch
Hot Dip Galvanizing

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Howell V. Long III
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H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir-Spine 5 Added Signs	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	04/02/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Nondecorative Case II	4.00	EACH	\$336.00	\$1,344.00
2	Nondecorative R4-7	1.00	EACH	\$384.00	\$384.00

Total Bid Price: \$1,728.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir POD Irrigation Slab And Fence	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	04/16/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$900.00	\$900.00
105	Prep For Slab	1.00	LS	\$1,500.00	\$1,500.00
110	Geotechnical Testing	1.00	LS	\$800.00	\$800.00
115	Black 10' X 30' -6' Fence Enclosure With A 8' Wide Gate	1.00	LS	\$9,300.00	\$9,300.00
120	4" Concrete Slab	280.00	SF	\$12.00	\$3,360.00
125	Concrete Pump	1.00	LS	\$850.00	\$850.00

Total Bid Price: \$16,710.00

Notes:

- Based on Client Direction.
- The prices included herein do not include cost of payment and performance bonds, permits or engineering.
- The prices quoted herein include 1 mobilization(s). Additonal mobilizations will be billed at \$1,500.00 ea.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir-Spine 5 - Entrance Grading	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	12/04/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
11.12.24	Bobcat	10.00	HR	\$140.00	\$1,400.00
11.12.24	Boxblade	10.00	HR	\$70.00	\$700.00
11.13.24	Bobcat	10.00	HR	\$140.00	\$1,400.00
11.13.24	Boxblade	10.00	HR	\$70.00	\$700.00
11.14.24	Bobcat	10.00	HR	\$140.00	\$1,400.00
11.14.24	Boxblade	10.00	HR	\$70.00	\$700.00
12.03.24	Seed And Mulch	65,340.00	SF	\$0.07	\$4,573.80

Total Bid Price: \$10,873.80

Notes:

- Work based on client direction.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Spine Road Phase 5 – Roadway Plans prepared by Ballbe & Associates, inc., Project Number 202119, Dated 3/3/2023.

Panther National Boulevard (Spine Road #8) Streetscape Landscape Plans – Phase 5 prepared by Urban Design Studio.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this this 9 day of June 7, 2025 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 **H AND J CONTRACTING, INC.**, a Florida corporation (herein called "Contractor") whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a "Party" and together "Parties"):

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 POD 21 LIFT STATION PROJECT EARTHWORK OPERATIONS

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

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

Owner_____ Contractor_____

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 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 NINETY SIX THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$296,400.00)** and 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" or 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 25th 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 30 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

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

Owner_____ Contractor_____

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

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

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

- 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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,

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

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 Contract, 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.

Owner_____ Contractor_____

- 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.
- 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

Owner_____ Contractor_____

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Attn: Jeremy Rury, Vice President

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

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

- P. **PAYMENT AND PERFORMANCE BOND:** If required, the Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming 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.

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

(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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner_____ Contractor_____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Owner_____ Contractor_____

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

WITNESSES:

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

Print Name: _____

By: _____

Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR

H AND J CONTRACTING, INC., a Florida corporation

Print Name: _____

By: _____

Name: Jeremy Rury
Vice President

Dated: _____

Print Name: _____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

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

- Earthwork Operations
- Load, hauling, spread and compaction of excavated material for pollution control within areas designated by Engineer and as depicted in plans and specifications Exhibit "C".
- Field surveying, construction layout and as-builts necessary to perform the earthwork operations defined above in accordance with the Plans and Specifications described below as prepared by the Engineer or as may be modified at the direction of the Owner or applicable regulatory permitting agencies.
- Densities and testing required to certify the compaction of the Work (Contractor to coordinate with testing lab all the required inspections and testing as necessary to obtain final certification of the Work).

ATTACHMENT "B"
SCHEDULE OF VALUES

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To: Avenir Community Development District Address: 550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Contact: Carlos Ballbe Phone: Fax:
Project Name: Avenir Pod 21 Mass Grading Project Location: Avenir, Palm Beach Gardens	Bid Number: 066-25 Bid Date: 05/02/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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General Conditions

104	Geotechnical Density Testing (Pad Certification By Others)	1.00	LS	\$15,000.00	\$15,000.00
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Total Price for above General Conditions Items: **\$15,000.00**

Site Prep And Mass Grading

150	Import Fill From Fire Station Stockpile, Place And Compact	67,000.00	CY	\$4.20	\$281,400.00
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Total Price for above Site Prep And Mass Grading Items: **\$281,400.00**

Total Bid Price: **\$296,400.00**

Notes:

- Terms and conditions per existing contract.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting, Inc. Authorized Signature: _____ Estimator: Ryan Till RTill@hjcontracting.com
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ATTACHMENT "C"
PLANS AND SPECIFICATIONS

1. Avenir Pod 21 Lift Station Project, Paving and Drainage System Phase 1 project, Engineer's project number 202036, dated 05/21/2025.

INSTALLATION LICENSE AND MAINTENANCE AGREEMENT FOR
ENCROACHING FACILITIES
(Avenir – Pod 15)

This Installation License and Maintenance Agreement for Encroaching Facilities (this “Agreement”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and among:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 the “District”);

PALM BEACH WEST ASSOCIATES V, LLLP, a Florida limited liability limited partnership, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Developer”); and

APEX AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Association”).

RECITALS:

WHEREAS, the Developer is developing that certain residential community commonly known as Apex at Avenir (the “Community”) on the lands described on the plat for AVENIR – POD 15, as recorded in Plat Book 134, Pages 179 through 195, of the Public Records of Palm Beach County, Florida (the “Plat”);

WHEREAS, the District is the owner of Tracts “LM1” to “LM15”, inclusive, and Tracts “W1” to “W15”, inclusive, of the Plat (collectively, the “District Property”);

WHEREAS, in connection with the development of the residential lots within the Community (the “Lots”), the Developer has or will be installing certain drainage facilities and equipment to supplement the collection and conveyance of surface and rainwater runoff from the Lots (the “Supplemental Lot Drainage Facilities”), such facilities and equipment being generally depicted in Exhibit “A” attached hereto and made a part hereof (the “Typical Facilities Installation Exhibit”);

WHEREAS, in connection with, and as a part of, the installation of the Supplemental Lot Drainage Facilities on certain Lots, the Developer desires to install within the District Property adjacent to such Lots an end-capped, four-inch (4”) HDPE perforated pipe laid within an approximately sixteen-inch (16”) wide sand column, as generally depicted on the Typical Facilities Installation Exhibit (the “Encroaching Facilities”);

WHEREAS, the Developer will fund any and all costs and expenses arising out of the design, purchase, installation and permitting of the Encroaching Facilities, including any costs associated with restoration and repair of any damage to the District Property after the installation of the Encroaching Facilities, as provided herein;

WHEREAS, the Developer requests a temporary and non-exclusive license from the District to enter upon the District Property for the purpose of installing the Encroaching Facilities therein and restoring and repairing any damage to the District Property after such installation, as provided herein;

WHEREAS, the District has determined that the proposed encroachment of the Encroaching Facilities into the District Property is minimal and will not impact the District operations and has agreed to grant the Developer's requested temporary and non-exclusive license to enter upon the District Property, as provided herein; and

WHEREAS, upon and after the installation of the Encroaching Facilities and restoration and repair of any damage to the District Property by the Developer, the District desires that the Association be responsible for the maintenance, repair and replacement of the Encroaching Facilities, and the Association, on behalf of and for the benefit of its members, has agreed to be responsible for the maintenance, repair and replacement of the Encroaching Facilities, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained in this Agreement and the faithful performance of same, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the District, the Developer and the Association mutually agree as follows:

1.0 Recitals

The recitals and findings set forth above are deemed true and correct to the best of the knowledge of the parties and are hereby adopted by reference and incorporated into this Agreement.

2.0 Installation License

A. The District hereby grants to the Developer and the Developer's contractors, agents and/or consultants, a temporary and non-exclusive license to enter the District Property for the purpose of installing the Encroaching Facilities within the District Property (the "Installation License"), as follows:

i. The Encroaching Facilities shall be installed within the District Property substantially in accordance with the Typical Facilities Installation Exhibit;

ii. The Developer shall be responsible for all permitting, purchasing and installation of the Encroaching Facilities and all costs and expenses associated with same;

iii. Promptly upon completion of the installation of the Encroaching Facilities, the Developer shall restore the District Property to substantially the same physical surface condition existing prior to such installation, including, without limitation, covering the sand column with the same or substantially similar grass sod as the surrounding areas;

iv. The Developer shall be responsible for repairing the District Property, as well as any privately-owned property existing within the District Property, that is damaged or otherwise altered by the Developer or the Developer's contractors, agents and/or consultants performing any service or work in connection with the installation of the Encroaching Facilities;

v. The Developer shall be responsible for the care, protection and condition of all work associated with the installation of the Encroaching Facilities and shall make good, at the Developer's own cost and expense, any damage or injury occurring from any cause arising out of the Developer's negligence, acts or omissions, or the negligence, acts or omissions of the Developer's contractors, agents and/or consultants, including, but not limited to, contractors and subcontractors performing any service or work in connection with the installation of the Encroaching Facilities.

B. The District and the Developer agree that any change to the design, placement and type of construction of the Encroaching Improvements from that specified in Section 2.0(A) above shall be subject to the prior written consent of the District, which shall not be unreasonably withheld, conditioned or delayed, and subject to permitting by the City of Palm Beach Gardens (the "City"), Palm Beach County (the "County"), the South Florida Water Management District ("SFWMD") and/or any other governmental entity or agency having jurisdiction. The installation of all Encroaching Facilities shall be completed by the Developer in accordance with this Agreement. The Developer acknowledges that it does not have a right to grant a lien on the District Property. The Developer shall timely pay any and all costs associated with the installation of the Encroaching Facilities.

C. Prior to the commencement of the installation of any of the Encroaching Facilities, the Developer must obtain any and all required permits from the City, the County, SFWMD and/or any other governmental entity or agency having jurisdiction. The District shall assist the Developer in connection with obtaining the necessary permits for the Encroaching Facilities, which assistance shall be limited to executing permit applications and associated documentation within five (5) business days of being presented with the same for review and execution. The District Manager of the District and the Chair of the District Board of Supervisors are authorized to execute such applications and associated documentation on behalf of the District, provide the same has first been reviewed by District Counsel for the District.

D. The Developer hereby covenants and agrees to occupy and use the District Property only for the purpose of installing the Encroaching Facilities and for no other purposes.

E. The term of the Installation License shall commence upon the Effective Date and shall expire upon the earlier to occur of: (i) the date that the Developer has completed the installation of all Encroaching Facilities within the District Property and the restoration and repair of the District Property pursuant to the terms of this Agreement, and (ii) the date that the Developer no longer owns fee title to any Lots within the Community.

F. The Installation License shall not be deemed to be a lease by the District but rather a license granted to the Developer by the District to use and occupy the District Property under the terms and conditions stated in this Agreement.

3.0 Maintenance of the Encroaching Facilities

A. Upon and after the installation of the Encroaching Facilities and restoration and repair of any damage to the District Property by the Developer pursuant to Section 2.0 above, the Association shall provide, and be responsible for all costs and expenses that are associated with or arise out of, the maintenance, repair and replacement of the Encroaching Facilities (the “Maintenance Services”). In that regard, the District and the Association hereby agree, as follows:

i. The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Encroaching Facilities are properly maintained and continue to function for their intended purpose;

ii. The Maintenance Services shall be provided by the Association in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) SFWMD; (c) Florida Department of Environmental Protection; (d) the County; and (e) the City;

iii. The Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the District Property, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

iv. The Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

v. The Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association’s governing documents;

vi. The Association shall be fully responsible for any and all fines and penalties imposed or levied by SFWMD, the City, or any other agency or entity having jurisdiction for violations or alleged violations of applicable ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over the Encroaching Facilities (collectively, “Applicable Laws”), arising in connection with the Association’s failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by the Association within fifteen (15) business days of the Association’s actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one’s actual knowledge of such alleged violation of any Applicable Laws. The Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the Association’s performance of this Agreement, however, the District shall notify the Association

of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

vii. The Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Maintenance Services pursuant to this Agreement; and

viii. Except as specifically provided in this Agreement, the Association shall not make any alterations, additions or improvements to the Encroaching Facilities or the District Property without the prior written consent of the District, which shall not be unreasonably withheld, conditioned, or delayed.

B. The District and the Association agree that the Maintenance Services shall not include the repair or replacement of any Encroaching Facilities that are damaged as a result of the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of any Encroaching Facilities that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to any Encroaching Facilities due to an Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph.

C. Except in the event of an Excluded Event as set forth in Section 3.0(B) above, the District shall have no obligation whatsoever to maintain, repair and/or replace any of the Encroaching Facilities.

4.0 Default; Remedies

A. In the event of any breach of this Agreement or of any of the rights granted herein, the harmed party shall have the right to seek damages (excluding punitive damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.

B. Before any harmed party shall seek any of the remedies set forth in Section 4.0(A) above, the harmed party shall first provide the breaching party with written notice of such breach and the breaching party shall have a period of fifteen (15) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the breaching party has promptly commenced the appropriate actions to cure the breach within the initial fifteen (15) day cure period and thereafter continues to diligently pursue such cure.

5.0 Indemnification

A. The Developer agrees to indemnify, defend and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Developer and/or its officers, employees, agents, contractors and consultants, in performing any work associated with installing

the Encroaching Facilities within the District Property, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Developer to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives), the Association or any other third party.

B. The Association agrees to indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, contractors and consultants, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives), the Developer or any other third party.

6.0 Insurance

A. The Developer and the Association shall each individually maintain, and require any contractor hired by the Developer and/or the Association to perform any work or services pursuant to this Agreement ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate. Notwithstanding the foregoing, the Developer shall no longer be required to maintain such insurance after the expiration of the Installation License.

B. THE DEVELOPER AND THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE DEVELOPER AND/OR THE ASSOCIATION TO PERFORM ANY WORK OR SERVICES PURSUANT TO THIS AGREEMENT, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO THE DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE DEVELOPER, THE ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the Developer, the

Association or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. The Developer, the Association or Contractor (as applicable) shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

D. The District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the Developer's, the Association's and/or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. The District reserves the right to reasonably require other insurance coverages that the District deems necessary depending upon the risk of loss and exposure to liability.

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

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

G. Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

7.0 Term of Agreement

This Agreement shall take effect as of the Effective Date and shall continue for so long as any Encroaching Facilities exist within the District Property.

8.0 Miscellaneous Provisions.

A. Time of the Essence. Time is of the essence with respect to this Agreement.

B. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT:

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

With a copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

Attention: Michael J. Pawelczyk Esq, District Counsel

AS TO THE DEVELOPER: Palm Beach West Associates V, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Larry Portnoy

With a copy to: Palm Beach West Associates V, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

AS TO THE ASSOCIATION: Apex at Avenir Neighborhood Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: HOA President

With a copy to: Apex at Avenir Neighborhood Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

If any party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to each other party within thirty (30) days of the change.

C. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District, the Developer and the Association and each agrees that no representation was made by or on behalf of any other that is not contained in this Agreement, and that in entering into this Agreement no party relied upon any representation not herein contained.

D. Amendment and Waiver. This Agreement may be amended only by a written instrument signed by the affected parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of any other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

E. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

F. Controlling Law. This Agreement shall be construed under the laws of the State of Florida.

G. 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.

H. Costsand Fees. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party(ies) all costs incurred, including reasonable attorney's fees and costs up to and including trial, alternate dispute resolution, or appellate proceedings.

I. Successorsand Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer, the Association and the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld; provided, however, after the expiration of the Installation License, only the written consent of the Association and the District shall be required. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

J. NoThird-PartyBeneficiaries. 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.

K. Arm'sLength 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.

L. 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 or performance herein contemplated.

M. Construction of Terms. Whenever used, the singular number shall include the plural, the plural the singular; and 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.

N. 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.

O. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in “PDF” format shall be effective for binding the District, the Developer and the Association to this Agreement.

[SIGNATURE PAGES FOLLOW]

DRAFT

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

ATTEST:

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special-purpose
government created and existing pursuant to Chapter
190, Florida Statutes, being situated entirely within
the City of Palm Beach Gardens, Florida

By: _____
Name: _____
Title: _____

Secretary/Assistant Secretary

Date: _____, 2025

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

DEVELOPER:

PALM BEACH WEST ASSOCIATES V, LLLP,
a Florida limited liability limited partnership

By: Palm Beach West V Corporation, a Florida
corporation, its general partner

By: _____

Name: _____

Title: _____

Date: _____, 2025

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

ASSOCIATION:

APEX AT AVENIR NEIGHBORHOOD
ASSOCIATION, INC., a Florida not for profit
corporation

By: _____
Name: _____
Title: _____

Date: _____, 2025

EXHIBIT “A”

GENERAL DEPICTION OF SUPPLEMENTAL LOT DRAINAGE FACILITIES

(See attached two (2) pages)

Billing Register (For Internal Use Only)

CONTRACTOR’S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY				
Change Orders approved in previous months by Owner		TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month				
Number	Date Approved			
TOTALS				
Net change by Change Orders				

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: J.W. Cheatham, LLC

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 53,383.81
2. Net change by Change Orders	\$.00
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$ 53,383.81
4. TOTAL COMPLETED & STORED TO DATE	\$.00
(Column G on G703)	
5. RETAINAGE	
a. 5.0% of Completed Work \$	
b. 5.0% of Stored Material \$	
Total Retainage (Line 5a + 5b or Total in Column J of G703)	\$.00
6. TOTAL EARNED LESS RETAINAGE	\$.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$.00
(Line 6 from previous Certificates)	
8. CURRENT PAYMENT DUE	\$.00

State of: Florida County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ENGINEER’S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$.00

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Contractor under this Contract.

J. W. Cheatham, LLC.

For Period 6/01/25 To 6/30/25

Job No. 230040 3 NORTHLAKE BLVD. "ROADWAY MAINTENANCE"
RW56228-0222 & RW52799-1022

Page- 1

Billing Register (For Internal Use Only) Continuation Sheet

Client No. 5210 AVENIR COMMUNITY DEVELOPMENT DISTRICT

[illegible]

RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 28, 2025, at 12:30 p.m. in the Palm Beach Gardens Council Chambers, located at 10500 N Military Trail, Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget.

PASSED, ADOPTED and EFFECTIVE this 22nd day of May, 2025.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

CHANGE ORDER NO. 21

Date of Issuance:	June 25, 2025	Effective Date:	June 25, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional Lake Excavation	\$332,346.00
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Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>20</u> : \$15,770,353.29	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$36,381,743.29		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$332,346.00		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$36,714,089.29		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>6/25/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
		Fax:	
Project Name:	Avenir Fill Stock Piles-REC	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	06/23/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
35	100	Excavate And Stockpile Fill	1.00	LS	\$332,346.00	\$332,346.00

Total Bid Price: \$332,346.00

Notes:

- This proposal is based on plans and specifications prepared by Ballbe & Associates entitled Avenir - Phase Two dated 10/14/2020, and subject to the following provisions:
- Change order is to excavate over the contract quantities.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Howell V. Long III
---	---

CHANGE ORDER NO. 7

Date of Issuance:	June 23, 2025	Effective Date:	June 23, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	23-0016
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202211
Project:	AVENIR TOWN CENTER BYPASS ROADS	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

1	Cart path repairs	\$8,300.00
2	Spine 3 intersection cart path patch	\$4,750.00
3	Lift station #5 temp grading	\$27,116.90
	TOTAL CHANGE ORDER =	\$40,166.90

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by H AND J Contracting, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$4,330,429.00	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>6</u> : \$1,802,176.63	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$6,132,605.63	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$40,166.90	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$6,172,772.53	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>6/23/2025</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT "A"

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Town Center Bypass Road-More Cart Path Repairs	Bid Number:	Chnage Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	11/05/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	\$1,200.00	\$1,200.00
	110	Fix Subgrade And Base Rock	1.00	LS	\$3,600.00	\$3,600.00
	115	Asphalt Patches (6)	1.00	LS	\$3,500.00	\$3,500.00

Total Bid Price: \$8,300.00

Notes:

- Change order is to repair cart path damaged by irrigation installation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
---	---

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:
	Fax:
Project Name: Avenir Town Center Bypass Road Spine 3 Cart Path Patch	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 11/19/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1" Asphalt Cart Repair	1.00	LS	\$3,000.00	\$3,000.00
1	Subgrade / Base Rock Repair	1.00	LS	\$1,750.00	\$1,750.00

Total Bid Price: \$4,750.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Town Center Bypass Road Lift Station #5 temp grading	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	10/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$1,100.00	\$1,100.00
105	Cut To Fill	1,946.00	CY	\$3.90	\$7,589.40
110	Rough Grade	4,550.00	SY	\$0.30	\$1,365.00
115	Fine Grade	4,550.00	SY	\$0.75	\$3,412.50
120	Bahia Sod	4,550.00	SY	\$3.00	\$13,650.00

Total Bid Price: \$27,116.90

Notes:

- This proposal is based on plans and specifications prepared by Ballbe and Associates entitled Lift Station #5 Temporary Grading Plan dated 08/18/2024, with no revisions.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- The prices quoted herein include 1 mobilization(s). Additional mobilizations will be billed at \$1,500.00 ea.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
---	---

CHANGE ORDER NO. 1


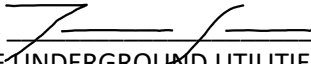
Date of Issuance:	June 2, 2025	Effective Date:	June 2, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 SW Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202211
Project:	AVENIR BYPASS ROADS	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

- Cost to pick up material \$560.00
- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$225,000.00	Original Contract Times: N/A
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$225,000.00	Contract Times prior to this Change Order: N/A

[Increase] [Decrease] of this Change Order \$560.00		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$225,560.00		Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>6/2/2025</u>	ACCEPTED: By: _____ Avenir Community Development District Date: _____	ACCEPTED: By:  _____ SPF UNDERGROUND UTILITIES, INC Scott Fruggiero Gerald Jorge President Date: <u>4 June 2025</u>	

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

INVOICE

DATE	INVOICE #
6/19/2024	61924B

NAME/ADDRESS
Florida Select Builders Corp AVENIR

	PO/WO	PROJECT	ATTN:
			Carlos Ballbe
Description	Qty	Rate	Total
Avenir Bypass Road EXTRA Attn: Keith O'brien Cost of labor to pick up conduit material for BYPASS road streetlights Material P/U not included in original proposal	8	70.00	560.00
		Total	\$560.00
		Payments/Credits	\$0.00
		Balance Due	\$560.00

Phone #	E-mail
772-263-0102	scott.spfunderground@gmail.com



SPF Underground Utilities, Inc.
1220 SW Dyer Point Rd
Palm City, FL 34990

Change Order Request

Date	Change Order #
6/12/2024	61224CC

772-263-0102

scott.spfunderground@gmail.com

Name / Address

Florida Select Builders Corp
AVENIR

CO

Project

Attn:

Carlos Ballbe

Description	Qty	Rate	Total
Avenir Bypass Road EXTRA Attn: Keith O'brien Cost of labor to pick up conduit material for BYPASS road streetlights Material P/U not included in original proposal	8	70.00	560.00

Total

\$560.00

CHANGE ORDER NO. 5

Date of Issuance:	June 4, 2025	Effective Date:	June 4, 2025
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.:	202120
Project:	AVENIR SPINE ROAD PHASE 6	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

- Main feeder repairs = \$8,094.50
 - Main feeder extension and crossing = \$11,980.50
- Total = \$20,075.00

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>4</u> : \$442,998.47	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None
Contract Price prior to this Change Order: \$727,998.47	Contract Times prior to this Change Order: N/A

[Increase] [Decrease] of this Change Order \$20,075.00		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$748,073.47		Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>6/4/2025</u>	ACCEPTED: By: _____ Avenir Community Development District Date: _____	ACCEPTED: By: _____ SPF UNDERGROUND UTILITIES, INC Gerald Jorge President Date: _____	

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

INVOICE

DATE	INVOICE #
5/14/2024	51424D

NAME/ADDRESS
Avenir Community Development District Spine 6

	PO/WO	PROJECT	ATTN:
		Avenir Spine 6	Keith O'Brien
Description	Qty	Rate	Total
Avenir Lift Station -1 Lower Primary CHANGE REQUEST 41124BB			
Excavated along side 3" primary power pipe to repair damaged section and lower primary (approx 300 ft of conduit) Work completed 4/4/24 to 4/9/24	80	70.00	5,600.00
Equipment	1	2,494.50	2,494.50
Primary line was hit by dozer from H&J while digging temp swipe line for lift station, cable was installed but not energized			
Total			\$8,094.50
Payments/Credits			\$0.00
Balance Due			\$8,094.50

Phone #	E-mail
772-263-0102	scott.spfunderground@gmail.com



SPF Underground Utilities, Inc.
PO Box 880504
Port Saint Lucie FL 34988
United States of America

INVOICE

DATE	INVOICE #
5/13/2025	51325A (G)

NAME/ADDRESS
Avenir Community Development District Spine 6

		Terms	PO/WO	PROJECT	ATTN:
		Net 30	Net 30	Avenir Spine 6	Carlos/Keith
Description		Qty	Rate	Total	
Spine Rd 6 14103 Avenir Dr					
Extend (2) primaries from south side of road switch cabinet to north one crossing		80	70.00	5,600.00	
South side of road to switch cabinet north 1 crossing					
Bore tie in					
(Based 2 days to complete)					
ADDITIONAL DAY REQUIRED 3 ppl x 1 day		24	70.00	1,680.00	
Trench box w/accessories, steel plates, excavator 250, skid steer, mud hog pump and 12" ADS pipe		1	4,010.40	4,010.40	
REVISED BASED ON ACTUAL COST					
6 yards 57 rock		1	690.10	690.10	
JOB COMPLETED IN 3 DAYS					
				Total	\$11,980.50
				Payments/Credits	\$0.00
				Balance Due	\$11,980.50

Phone #
330-607-0972?

E-mail
jknight@spfunderground.com

CHANGE ORDER NO. 20

Date of Issuance:	June 2, 2025	Effective Date:	June 2, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 S.W. Dyer Point Road, Palm City, FL 34990	Contractor's Project No.:	n/a
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract FPL Backbone System

The Contract is modified as follows upon execution of this Change Order:

Description:

- Turn land street light tie-in = \$1,671.81

Attachments:

Exhibit "A" – Change Order by SPF UNDERGROUND UTILITIES, INC.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$275,000.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>19</u> : \$313,080.70	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None

Contract Price prior to this Change Order: \$655,040.70		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$1,671.81		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$656,712.51		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>6/2/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p>ACCEPTED:</p>  <p>By: _____ SPF Underground Utilities, Inc. Scott Fruggiero Gerald Jorge Vice President</p> <p>Date: <u>4 June 2025</u></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

Invoice

Date	Invoice #
7/30/2024	73024H

Bill To
Avenir Community Development District

P.O. No.	Terms

Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Avenir WPB Attn: Carlos Ballbe								
Apex Development Tie in Streetlight handhole in turn lane Labor to complete, exavate and tie in 2" pipe	840.00			4	210.00	100.00%	100.00%	840.00
Equipment and Mobilization	831.81			1	831.81	100.00%	100.00%	831.81

1220 SW Dyer Point Rd
Palm City, FL 34990

Date	Estimate #
7/30/2024	73024AA

Name / Address
Avenir Community Development District

PO/WO	Project	Attn:
	Avenir Spine 6	Carlos Ballbe

Description	Qty	Rate	Total
Avenir WPB Attn: Carlos Ballbe Apex Development Tie in Streetlight handhole in turn lane Labor to complete, exavate and tie in 2" pipe Equipment and Mobilization	 4 1	 210.00 831.81	 840.00 831.81
		Total	\$1,671.81

Phone #
772-263-0102

E-mail
scott.spfunderground@gmail.com

CHANGE ORDER NO. 8

Date of Issuance: June 18, 2025**Effective Date: June 18, 2025****Owner :** Avenir Community
Development District
2501A Burns Road
Palm Beach Gardens, FL 33410**Owners Contract #:** N/A**Contractor :** J.W. Cheatham, LLC.
7396 Westport Place
West Palm Beach, FL 33413**Contractors
Project # :** 230040**Engineer :** HSQ Group, Inc.
1001 Yamato Road
Boca Raton, FL 33431**Engineers
Project No. :** 180437**Project :** Northlake Blvd Phase 1 (RW 52799-1022)**Construction Name :** Construction Contract
(Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order :

"Permit modifications, Plan changes, & Additional Items"

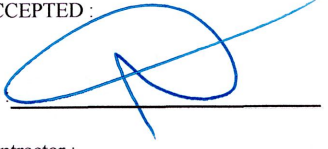
Description : *Northlake Blvd Ph. 1: Bill Reconciliation**Attachments :** * J.W. Cheatham, LLC Change Order request dated "06/09/2025"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES :
Original Contract Price: \$6,030,109.36	Original Contract Times : Total Contract Days : 365 Days Start Date : 10/16/2023 End Date : 10/15/2024
[Increase] from previously approved Change Orders No. : 0 to No. 7 : \$ 489,917.25	[Increase] from previously approved Change Orders No. 0 to No. 7 : 150 days

Page 1

Owner : _____

Contractor : _____

Contract Price prior to this Change Order : \$6,520,026.61		Contract Times prior to this Change Order : Total Contract Days : 515 Start Date : 10/16/2023 End Date : 3/14/2025	
[Increase] of this Change Order : \$ 151,454.86		[Increase] of this Change Order : 150 Days	
Contract Price incorporating the Change Order : \$ 6,671,481.47		Contract Times with all the approved change Orders : Total Contract Days : 665 Days Start Date : 10/16/2023 End Date : 8/11/2025	
RECOMMEND BY : By : _____ Engineer : HSQ Group, Inc. 1001 Yamato Rd, Suite 105 Boca Raton, FL 33431 Date : _____	ACCEPTED : By : _____ Avenir Community Development District Virginia Cepero Chairperson Date : _____	ACCEPTED : By :  Contractor : J.W. Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413 Date : 6/19/2025	

[illegible]



J. W. CHEATHAM, LLC
7396 Westport Place
West Palm Beach, FL 33413

FOR PERIOD 06/01/25 TO 06/30/25

JOB NO. 230040

NORTHLAKE BLVD PHASE 1

Billing Register

CLIENT NO. 05210

AVENIR COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR’S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Order approved in previous months by Owner		ADDITIONS
TOTAL		DEDUCTIONS
Approved this Month		
Number	Date Approved	
1		254,703.00
2		20,762.00
3		8,288.00
4		45,145.00
5		119,356.25
6		41,663.00
7		0.00
8		151,454.86
TOTALS		
Net change by Change Orders		641,372.11

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: J.W. Cheatham, LLC

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	\$	6,030,109.36
2.	Net Change by Change Orders	\$	641,372.11
3.	CONTRACT SUM TO DATE (Line 1+/-2)	\$	6,671,481.47
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	6,671,481.47
5.	RETAINAGE		
	a. 5.0% of Completed Work	\$	333,574.07
	b. 5.0% of Stored Material	\$	0
	Total Retainage (Line 5a + 5b or Total in Column J of G703)	\$	333,574.07
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	6,337,907.39
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous Certificates)	\$	6,281,969.10
8.	CURRENT PAYMENT DUE	\$	55,938.29

State of: Florida County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires:

ENGINEER’S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 55,938.29

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Owner or Contractor under this Contract.

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div> <div>FOR PERIOD 06/01/25 TO 06/30/25</div> <div><div>JOB NO. 230040</div><div>NORTHLAKE BLVD PHASE 1</div></div> <div><div>B I L L I N G R E G I S T E R</div><div>CLIENT NO. 05210</div><div>AVENIR COMMUNITY DEVELOPMENT DISTRICT</div></div>														
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
	ROADWAY													
A001	MOBILIZATION	LS	1.0000	704,300.0000	704,300.00	1.0000	704,300.00	0.0000	0.00		704,300.00	100	0.00	35,215.00
A002	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	LS	1.0000	270,000.0000	270,000.00	0.9700	270,000.00	0.0000	0.00		270,000.00	100	0.00	13,500.00
A003	NPDES	LS	1.0000	23,750.0000	23,750.00	0.9700	23,750.00	0.0000	0.00		23,750.00	100	0.00	1,187.50
A004	CLEARING AND GRUBBING	LS	1.0000	400,000.0000	400,000.00	1.0000	400,000.00	0.0000	0.00		400,000.00	100	0.00	20,000.00
A005	REGULAR EXCAVATION (INCLUDES DETENTION AREAS)	CY	14,927.0000	18.7500	279,881.25	14,927.0000	279,881.25	0.0000	0.00		279,881.25	100	0.00	13,994.06
A006	EMBANKMENT	CY	7,260.0000	18.7500	136,125.00	7,260.0000	136,125.00	0.0000	0.00		136,125.00	100	0.00	6,806.25
A007	12" COMPACTED SUBGRADE	SY	22,499.0000	3.0000	67,497.00	22,499.0000	67,497.00	0.0000	0.00		67,497.00	100	0.00	3,374.85
A008	OPTIONAL BASE GROUP 13	SY	20,580.0000	30.0000	617,400.00	20,580.0000	617,400.00	0.0000	0.00		617,400.00	100	0.00	30,870.00
A009	MILL EXISTING ASPHALT PAVEMENT (1" AVG. THICK)	SY	31,161.0000	4.0000	124,644.00	31,161.0000	124,644.00	0.0000	0.00		124,644.00	100	0.00	6,232.20
A010	TYPE SP STRUCTURAL COURSE (1.5") (TRAFFIC LEVEL C)	TN	1,775.0000	140.0000	248,500.00	1,622.2000	227,108.00	152.8000	21,392.00		248,500.00	100	0.00	12,425.00
A011	STRUCTURAL OVERBUILD (SP)	TN	2,474.0000	161.0000	398,314.00	5,008.1200	806,307.32	-2,534.1200	-407,993.32		398,314.00	100	0.00	19,915.70
A012	ASPHALTIC CONCRETE FRICTION COURSE FC-9.5 (1.0")	TN	2,987.0000	198.0000	591,426.00	2,878.4800	569,939.04	108.5200	21,486.96		591,426.00	100	0.00	29,571.30
A013	INLETS (CURB) (TYPE P-5)	EA	2.0000	10,000.0000	20,000.00	2.0000	20,000.00	0.0000	0.00		20,000.00	100	0.00	1,000.00
A014	INLETS (CURB) (TYPE P-6)	EA	4.0000	11,000.0000	44,000.00	4.0000	44,000.00	0.0000	0.00		44,000.00	100	0.00	2,200.00
A015	INLETS (CURB) (TYPE P-6) (PARTIAL)	EA	2.0000	7,900.0000	15,800.00	2.0000	15,800.00	0.0000	0.00		15,800.00	100	0.00	790.00
A016	INLETS (DITCH BOTTOM) (TYPE D)	EA	1.0000	8,100.0000	8,100.00	1.0000	8,100.00	0.0000	0.00		8,100.00	100	0.00	405.00
A017	INLETS (DITCH BOTTOM) (TYPE E)	EA	2.0000	8,500.0000	17,000.00	2.0000	17,000.00	0.0000	0.00		17,000.00	100	0.00	850.00
A018	INLETS (CLOSED FLUME)	EA	6.0000	8,300.0000	49,800.00	6.0000	49,800.00	0.0000	0.00		49,800.00	100	0.00	2,490.00
A019	MITERED END SECTIONS (18")	EA	7.0000	3,850.0000	26,950.00	7.0000	26,950.00	0.0000	0.00		26,950.00	100	0.00	1,347.50
A020	MITERED END SECTIONS (24")	EA	2.0000	4,300.0000	8,600.00	2.0000	8,600.00	0.0000	0.00		8,600.00	100	0.00	430.00
A021	MANHOLE (TYPE P-7)	EA	2.0000	8,700.0000	17,400.00	2.0000	17,400.00	0.0000	0.00		17,400.00	100	0.00	870.00
A022	MANHOLE (TYPE P-7) (PARTIAL)	EA	2.0000	6,800.0000	13,600.00	2.0000	13,600.00	0.0000	0.00		13,600.00	100	0.00	680.00
A023	MANHOLE (TYPE J-7)	EA	1.0000	11,550.0000	11,550.00	1.0000	11,550.00	0.0000	0.00		11,550.00	100	0.00	577.50
A024	MANHOLE (TYPE J-7) PARTIAL	EA	1.0000	7,050.0000	7,050.00	1.0000	7,050.00	0.0000	0.00		7,050.00	100	0.00	352.50
A025	CONCRETE PIPE CULVERT (18")	LF	1,564.0000	108.0000	168,912.00	1,564.0000	168,912.00	0.0000	0.00		168,912.00	100	0.00	8,445.60
A026	CONCRETE PIPE CULVERT (24")	LF	460.0000	143.0000	65,780.00	460.0000	65,780.00	0.0000	0.00		65,780.00	100	0.00	3,289.00
A027	CONCRETE PIPE CULVERT (30")	LF	430.0000	190.0000	81,700.00	430.0000	81,700.00	0.0000	0.00		81,700.00	100	0.00	4,085.00
A028	CONCRETE CURB & GUTTER TYPE F	LF	11,570.0000	22.5000	260,325.00	11,570.0000	260,325.00	0.0000	0.00		260,325.00	100	0.00	13,016.25
A029	CONCRETE SIDEWALK (4" THICK)	SY	1,022.0000	50.0000	51,100.00	1,022.0000	51,100.00	0.0000	0.00		51,100.00	100	0.00	2,555.00
A030	ADA MATS	SF	200.0000	50.0000	10,000.00	200.0000	10,000.00	0.0000	0.00		10,000.00	100	0.00	500.00
A031	CONCRETE SIDEWALK (6" THICK) (CURB RAMP AT CURB RETURN)	SY	286.0000	80.0000	22,880.00	286.0000	22,880.00	0.0000	0.00		22,880.00	100	0.00	1,144.00
A032	SODDING BAHIA	SY	18,340.0000	3.2500	59,605.00	29,338.0000	95,348.50	-10,998.0000	-35,743.50		59,605.00	100	0.00	2,980.25
A033	ADJUST ARV	EA	2.0000	4,350.0000	8,700.00	1.0000	4,350.00	1.0000	4,350.00		8,700.00	100	0.00	435.00
A034	ADJUST VALVE BOX (INCLUDING CONCRETE COLLAR)	EA	8.0000	1,125.0000	9,000.00	0.0000	0.00	8.0000	9,000.00		9,000.00	100	0.00	450.00
A035	RELOCATE FIRE HYDRANT	EA	2.0000	2,900.0000	5,800.00	2.0000	5,800.00	0.0000	0.00		5,800.00	100	0.00	290.00
	SUBTOTAL				4,845,489.25		5,232,997.11		-387,507.86		4,845,489.25			242,274.46

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div> <div>FOR PERIOD 06/01/25 TO 06/30/25</div> <div><div>JOB NO. 230040</div><div>NORTHLAKE BLVD PHASE 1</div></div> <div><div>B I L L I N G R E G I S T E R</div><div>CLIENT NO. 05210</div><div>AVENIR COMMUNITY DEVELOPMENT DISTRICT</div></div>														
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
	SIGNING AND PAVEMENT MARKING													
B001	SINGLE POST SIGN, F&I GROUND MT, UP TO 12	AS	18.0000	380.0000	6,840.00	18.0000	6,840.00	0.0000	0.00		6,840.00	100	0.00	342.00
B002	SINGLE POST SIGN, RELOCATE	AS	1.0000	193.0000	193.00	1.0000	193.00	0.0000	0.00		193.00	100	0.00	9.65
B003	MULTI POST SIGN, RELOCATE	AS	2.0000	1,320.0000	2,640.00	2.0000	2,640.00	0.0000	0.00		2,640.00	100	0.00	132.00
B004	SINGLE POST SIGN, REMOVE	AS	12.0000	55.0000	660.00	12.0000	660.00	0.0000	0.00		660.00	100	0.00	33.00
B005	MULTI POST SIGN, REMOVE	AS	5.0000	550.0000	2,750.00	5.0000	2,750.00	0.0000	0.00		2,750.00	100	0.00	137.50
B006	RETRO-REFLECTIVE PAVEMENT													
	MARKER	EA	1,023.0000	4.4000	4,501.20	1,023.0000	4,501.20	0.0000	0.00		4,501.20	100	0.00	225.06
B007	THERMOPLASTIC, WHITE, SOLID FOR CROSSWALK & ROUNDABOUT,12"	LF	1,120.0000	2.2000	2,464.00	1,120.0000	2,464.00	0.0000	0.00		2,464.00	100	0.00	123.20
B008	THERMOPLASTIC, WHITE, SOLID FOR DIAGONALS AND CHEVRONS,18"	LF	1,268.0000	3.3000	4,184.40	1,268.0000	4,184.40	0.0000	0.00		4,184.40	100	0.00	209.22
B009	THERMOPLASTIC, WHITE, SOLID FOR STOP LINE & CROSSWALK, 24"	LF	307.0000	4.4000	1,350.80	307.0000	1,350.80	0.0000	0.00		1,350.80	100	0.00	67.54
B010	THERMO, STD, WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXT, 6"	GM	0.3300	1,452.0000	479.16	0.3300	479.16	0.0000	0.00		479.16	100	0.00	23.96
B011	THERMO, MESSAGE OR SYMBOL	EA	4.0000	121.0000	484.00	4.0000	484.00	0.0000	0.00		484.00	100	0.00	24.20
B012	THERMO, ARROWS	EA	65.0000	100.0000	6,500.00	65.0000	6,500.00	0.0000	0.00		6,500.00	100	0.00	325.00
B013	THERMO, YELLOW, SOLID FOR DIAG ONALS AND CHEVRONS, 18"	LF	507.0000	3.3000	1,673.10	507.0000	1,673.10	0.0000	0.00		1,673.10	100	0.00	83.66
B014	THERMO, STD, YELLOW,2-4 DOTTED GUIDELINE/6-10 DOTTED EXT, 6"	GM	0.0580	1,452.0000	84.22	0.0580	84.22	0.0000	0.00		84.22	100	0.00	4.21
B015	THERMOPLASTIC, STD - OTHER SURFACES, WHITE, SOLID, 6"	NM	2.3300	5,810.0000	13,537.30	2.3300	13,537.30	0.0000	0.00		13,537.30	100	0.00	676.87
B016	THERMOPLASTIC, STD - OTHER SURFACES, WHITE, SOLID, 8"	NM	0.7850	5,810.0000	4,560.85	0.7850	4,560.85	0.0000	0.00		4,560.85	100	0.00	228.04
B017	THERMOPLASTIC, STD. - OTHER, WHITE, SKIP, 6"	GM	0.2900	1,452.0000	421.08	0.2900	421.08	0.0000	0.00		421.08	100	0.00	21.05
B018	THERMOPLASTIC, STD - OTHER SURFACES, YELLOW, SOLID, 6"	NM	2.3700	5,810.0000	13,769.70	2.3700	13,769.70	0.0000	0.00		13,769.70	100	0.00	688.49
B019	THERMOPLASTIC, PREFORMED, MESSAGE OR SYMBOL (BIKE)	EA	8.0000	210.0000	1,680.00	8.0000	1,680.00	0.0000	0.00		1,680.00	100	0.00	84.00
B020	THERMOPLASTIC, PREFORMED, ARROW (BIKE THRU)	EA	8.0000	210.0000	1,680.00	8.0000	1,680.00	0.0000	0.00		1,680.00	100	0.00	84.00
B021	GREEN COLOR MARKING (BIKE)	SF	650.0000	13.2000	8,580.00	0.0000	0.00	650.0000	8,580.00		8,580.00	100	0.00	429.00
	SUBTOTAL				79,032.81		70,452.81		8,580.00		79,032.81			3,951.64
	COLD PLASTIC TAPE													
C001	COLD PLASTIC TAPE, WHITE,SOLID FOR DIAGONALS & CHEVRONS, 18"	LF	1,569.0000	11.0000	17,259.00	0.0000	0.00	1,569.0000	17,259.00		17,259.00		0.00	862.95
C002	COLD PLASTIC TAPE, - OTHER SURFACES, WHITE, SOLID, 6"	NM	1.2200	20,330.0000	24,802.60	0.0000	0.00	1.2200	24,802.60		24,802.60		0.00	1,240.13
C003	COLD PLASTIC TAPE, - OTHER SURFACES, WHITE, SOLID, 8"	NM	0.6500	20,330.0000	13,214.50	0.0000	0.00	0.6500	13,214.50		13,214.50		0.00	660.73
C004	COLD PLASTIC TAPE, WHITE,													

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div>			FOR PERIOD 06/01/25 TO 06/30/25					JOB NO. 230040		NORTHLAKE BLVD PHASE 1				
			B I L L I N G R E G I S T E R					CLIENT NO. 05210		AVENIR COMMUNITY DEVELOPMENT DISTRICT				
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount			G/C		
	SKIP/DOTTED, 6" (10/30)	GM	0.1500	5,082.0000	762.30	0.0000	0.00	0.1500	762.30		762.30		0.00	38.12
C005	COLD PLASTIC, MESSAGE OR SYMBOL	EA	4.0000	121.0000	484.00	0.0000	0.00	4.0000	484.00		484.00		0.00	24.20
C006	COLD PLASTIC, ARROWS	EA	11.0000	100.0000	1,100.00	0.0000	0.00	11.0000	1,100.00		1,100.00		0.00	55.00
C007	COLD PLASTIC, PREFORMED, MESSAGE OR SYMBOL (BIKE)	EA	3.0000	210.0000	630.00	0.0000	0.00	3.0000	630.00		630.00		0.00	31.50
C008	COLD PLASTIC, PREFORMED, ARROW (BIKE THRU)	EA	3.0000	210.0000	630.00	0.0000	0.00	3.0000	630.00		630.00		0.00	31.50
	SUBTOTAL				58,882.40		0.00		58,882.40		58,882.40		0.00	2,944.12
	SIGNALIZATION ITEMS (NORTHLAKE BLVD AND COCONUT)													
D001	630-2-11-2 CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	1,130.0000	36.8500	41,640.50	1,130.0000	41,640.50	0.0000	0.00		41,640.50	100	0.00	2,082.03
D002	630-2-12-2-1 CONDUIT, FURNISH & INSTALL,DIRECTIONAL BORE	LF	165.0000	33.0000	5,445.00	165.0000	5,445.00	0.0000	0.00		5,445.00	100	0.00	272.25
D003	632-7-1-4A PEDESTRIAN SIGNAL CABLE - 4 CONDUCTOR (F&I)	PI	1.0000	2,354.0000	2,354.00	1.0000	2,354.00	0.0000	0.00		2,354.00	100	0.00	117.70
D004	632-7-1-7A PEDESTRIAN SIGNAL CABLE - 7 CONDUCTOR (F&I)	PI	1.0000	3,064.0000	3,064.00	1.0000	3,064.00	0.0000	0.00		3,064.00	100	0.00	153.20
D005	632-7-1-19A CABLE (SIGNAL) (F&I)	PI	1.0000	17,500.0000	17,500.00	1.0000	17,500.00	0.0000	0.00		17,500.00	100	0.00	875.00
D006	635-2-12-A PULL BOX(17"X30"X12 "D) HEAVY DUTY COVERS (TIER15)	EA	15.0000	1,403.0000	21,045.00	15.0000	21,045.00	0.0000	0.00		21,045.00	100	0.00	1,052.25
D007	639-1-112 ELECTRICAL POWER SERVICE WITH METER BASE (F&I)	AS	1.0000	4,675.0000	4,675.00	1.0000	4,675.00	0.0000	0.00		4,675.00	100	0.00	233.75
D008	639-2-1 ELECTRICAL SERVICE WIRE	LF	40.0000	7.7000	308.00	40.0000	308.00	0.0000	0.00		308.00	100	0.00	15.40
D009	639-3-11 ELECTRICAL SERVICE DISCONNECT (BREAKER BOX) (F&I)	EA	1.0000	1,342.0000	1,342.00	1.0000	1,342.00	0.0000	0.00		1,342.00	100	0.00	67.10
D010	641-2-12-12 PRESTRESSED CONCRETE POLE (12' TYPE P-II)	EA	1.0000	671.0000	671.00	1.0000	671.00	0.0000	0.00		671.00	100	0.00	33.55
D011	641-2-18-50 PRESTRESSED CONCRETE POLE (TYPE P-VIII)	EA	4.0000	13,585.0000	54,340.00	4.0000	54,340.00	0.0000	0.00		54,340.00	100	0.00	2,717.00
D012	641-2-80 CONCRETE POLE REMOVAL -DEEP (INCL REMOVAL OF FOUNDAT	EA	4.0000	6,600.0000	26,400.00	4.0000	26,400.00	0.0000	0.00		26,400.00	100	0.00	1,320.00
D013	646-1-11 ALUMINUM SIGNALS POLE, PEDESTAL, F&I	EA	3.0000	2,294.0000	6,882.00	3.0000	6,882.00	0.0000	0.00		6,882.00	100	0.00	344.10
D014	650-1-13 TRAFFIC SIGNAL, F&I, ALUM, 3 SECT, 1 WAY (BACK PLAT	AS	13.0000	484.0000	6,292.00	13.0000	6,292.00	0.0000	0.00		6,292.00	100	0.00	314.60
D015	650-1-15 TRAFFIC SIGNAL, ALUMINUM (5 SECTION, 1 WAY)	AS	1.0000	748.0000	748.00	1.0000	748.00	0.0000	0.00		748.00	100	0.00	37.40
D016	650-1-70 TRAFFIC SIGNAL HEAD ASSEMBLY REMOVAL	EA	10.0000	143.0000	1,430.00	10.0000	1,430.00	0.0000	0.00		1,430.00	100	0.00	71.50
D017	653-191 PED SIGNAL,F&I, LED COUNTDOWN 1 WAY	EA	2.0000	418.0000	836.00	2.0000	836.00	0.0000	0.00		836.00	100	0.00	41.80

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div> <div>FOR PERIOD 06/01/25 TO 06/30/25</div> <div>B I L L I N G R E G I S T E R</div> <div>JOB NO. 230040 NORTHLAKE BLVD PHASE 1</div> <div>CLIENT NO. 05210 AVENIR COMMUNITY DEVELOPMENT DISTRICT</div>														
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
D018	653-191 PED SIGNAL,F&I, LED													
	COUNTDOWN 2 WAY	EA	2.0000	737.0000	1,474.00	2.0000	1,474.00	0.0000	0.00		1,474.00	100	0.00	73.70
D019	660-2-106-B LOOP ASSEMBLY													
	(TYPE F-46') (F&I)	EA	15.0000	2,035.0000	30,525.00	15.0000	30,525.00	0.0000	0.00		30,525.00	100	0.00	1,526.25
D020	665-1-11 PEDESTRIAN DETECTOR													
	(BULLDOG SERIES III TYPE), F&I	EA	6.0000	143.0000	858.00	6.0000	858.00	0.0000	0.00		858.00	100	0.00	42.90
D021	670-5-110-B TRAFFIC CONTROLLER													
	ASSEMBLY,(F&I) NAZTEC (TYPE 6)	EA	1.0000	17,336.0000	17,336.00	1.0000	17,336.00	0.0000	0.00		17,336.00	100	0.00	866.80
D022	700-5-21 INTERNALLY ILLUMINATE													
	D SIGN, 6' FLOURESCENT F&I	EA	4.0000	4,070.0000	16,280.00	4.0000	16,280.00	0.0000	0.00		16,280.00	100	0.00	814.00
D023	700-3-201 SIGN PANEL, F&I													
	OVERHEAD MOUNT, UP TO 12 SF	EA	2.0000	787.0000	1,574.00	2.0000	1,574.00	0.0000	0.00		1,574.00	100	0.00	78.70
D024	715-11-500 LUMINAIRE REMOVE	EA	4.0000	39.0000	156.00	4.0000	156.00	0.0000	0.00		156.00	100	0.00	7.80
D025	715-5-32 LUMINAIRE AND BRACKET													
	ARM - GALV STEEL, F&I	EA	4.0000	286.0000	1,144.00	4.0000	1,144.00	0.0000	0.00		1,144.00	100	0.00	57.20
	SUBTOTAL				264,319.50		264,319.50		0.00		264,319.50			13,215.98
	SIGNALIZATION (NORTHLAKE BLVD													
	& PREMIER ST. - UNDERGROUND)													
E001	102-1-A MAINTENANCE OF													
	TRAFFIC	HR	16.0000	100.0000	1,600.00	16.0000	1,600.00	0.0000	0.00		1,600.00	100	0.00	80.00
E002	630-2-11-2 CONDUIT, FURNISH &													
	INSTALL, UNDERGROUND	LF	150.0000	39.0000	5,850.00	150.0000	5,850.00	0.0000	0.00		5,850.00	100	0.00	292.50
E003	630-2-11-5 CONDUIT, FURNISH &													
	INSTALL, OPEN TRENCH	LF	230.0000	60.0000	13,800.00	230.0000	13,800.00	0.0000	0.00		13,800.00	100	0.00	690.00
E004	630-2-12-2-3 CONDUIT, FURNISH													
	& INSTALL,DIRECTIONAL BORE	LF	150.0000	38.0000	5,700.00	150.0000	5,700.00	0.0000	0.00		5,700.00	100	0.00	285.00
E005	630-2-12-2-6 CONDUIT, FURNISH													
	& INSTALL,DIRECTIONAL BORE	LF	150.0000	53.0000	7,950.00	150.0000	7,950.00	0.0000	0.00		7,950.00	100	0.00	397.50
E006	635-2-12-A PULL BOX (17"X30"X													
	12"D) HEAVY DUTY COVERS(TIER15	EA	20.0000	1,403.0000	28,060.00	20.0000	28,060.00	0.0000	0.00		28,060.00	100	0.00	1,403.00
E007	639-1-111 ELECTRICAL POWER													
	SERVICE WITH METER BASE (F&I)	AS	1.0000	7,051.0000	7,051.00	0.0000	0.00	1.0000	7,051.00		7,051.00	100	0.00	352.55
E008	649-2-15-50 DRILLED SHAFT FOUN													
	DATION ASSEMBLY, 15' DEEP & 5'	EA	1.0000	29,300.0000	29,300.00	1.0000	29,300.00	0.0000	0.00		29,300.00	100	0.00	1,465.00
E009	649-2-16-50 DRILLED SHAFT FOUN													
	DATION ASSEMBLY, 16' DEEP & 5'	EA	2.0000	33,100.0000	66,200.00	2.0000	66,200.00	0.0000	0.00		66,200.00	100	0.00	3,310.00
E010	649-2-19-50 DRILLED SHAFT FOUN													
	DATION ASSEMBLY, 19' DEEP & 5'	EA	1.0000	35,300.0000	35,300.00	1.0000	35,300.00	0.0000	0.00		35,300.00	100	0.00	1,765.00
	SUBTOTAL				200,811.00		193,760.00		7,051.00		200,811.00			10,040.55
	SIGNALIZATION (NORTHLAKE BLVD													
	& PREMIER ST - ABOVE GROUND)													
F001	102-1-A MAINTENANCE OF													
	TRAFFIC	HR	16.0000	100.0000	1,600.00	0.0000	0.00	16.0000	1,600.00		1,600.00		0.00	80.00
F002	632-7-1-4A PEDESTRIAN SIGNAL													

J.W.
CHEATHAM,
LLC

Application and Certificate for Payment

Continuation Sheet

FOR PERIOD 06/01/25 TO 06/30/25

B I L L I N G R E G I S T E R

JOB NO. 230040

CLIENT NO. 05210

NORTHLAKE BLVD PHASE 1

AVENIR COMMUNITY DEVELOPMENT DISTRICT

A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
	CABLE F&I	PI	1.0000	5,423.0000	5,423.00	0.0000	0.00	1.0000	5,423.00		5,423.00		0.00	271.15
F003	632-7-1-19A CABLE (SIGNAL)													
	(F&I)	PI	1.0000	13,090.0000	13,090.00	0.0000	0.00	1.0000	13,090.00		13,090.00		0.00	654.50
F004	639-1-111 ELECTRICAL POWER													
	SERVICE WITH METER BASE (F&I)	AS	1.0000	4,675.0000	4,675.00	0.0000	0.00	1.0000	4,675.00		4,675.00		0.00	233.75
F005	639-2-1 ELECTRICAL SERVICE													
	WIRE	LF	150.0000	7.7000	1,155.00	0.0000	0.00	150.0000	1,155.00		1,155.00		0.00	57.75
F006	639-3-11 (*)ELECTRICAL SERVICE													
	DISCONNECT (BREAKER BOX) (F&I)	EA	1.0000	1,348.0000	1,348.00	0.0000	0.00	1.0000	1,348.00		1,348.00		0.00	67.40
F007	641-2-12-12 PRESTRESSED													
	CONCRETE POLE (12' TYPE P-II)	EA	1.0000	677.0000	677.00	0.0000	0.00	1.0000	677.00		677.00		0.00	33.85
F008	646-1-11 ALUMINUM SIGNALS													
	POLE, PEDESTAL, F&I	EA	3.0000	2,300.0000	6,900.00	0.0000	0.00	3.0000	6,900.00		6,900.00		0.00	345.00
F009	649-22-15L STEEL MAST ARM ASSE													
	MBLY F&I, SINGLE ARM, W/ 70'LU	EA	1.0000	25,400.0000	25,400.00	0.0000	0.00	1.0000	25,400.00		25,400.00		0.00	1,270.00
F010	649-22-15L-HD STEEL MA ASSEMB													
	F&I, SINGLE ARM, W/ 70' HEAVY	EA	1.0000	23,815.0000	23,815.00	0.0000	0.00	1.0000	23,815.00		23,815.00		0.00	1,190.75
F011	649-22-21L-HD STEEL MA ASSEMB													
	F&I, SINGLE ARM, W/ 78' HEAVY	EA	1.0000	28,200.0000	28,200.00	0.0000	0.00	1.0000	28,200.00		28,200.00		0.00	1,410.00
F012	649-22-XXX SPECIAL MA ASSEMBLY													
	F&I, SINGLE ARM, W/ 78' LUMINA	EA	1.0000	27,250.0000	27,250.00	0.0000	0.00	1.0000	27,250.00		27,250.00		0.00	1,362.50
F013	650-1-13] TRAFFIC SIGNAL,F&I,													
	ALUM, 3 SECT, 1 WAY W/ BACK PL	AS	8.0000	820.0000	6,560.00	0.0000	0.00	8.0000	6,560.00		6,560.00		0.00	328.00
F014	650-1-14A TRAFFIC SIGNAL, ALUM													
	(4 SECTION, FYA) W/ BACK PLATE	AS	1.0000	660.0000	660.00	0.0000	0.00	1.0000	660.00		660.00		0.00	33.00
F015	653-191 PED SIGNAL, F&I LED													
	COUNTDOWN, 1 WAY	AS	4.0000	495.0000	1,980.00	0.0000	0.00	4.0000	1,980.00		1,980.00		0.00	99.00
F016	660-2-106B LOOP ASSEMBLY (
	TYPE F-46') (F&I)	EA	10.0000	2,035.0000	20,350.00	0.0000	0.00	10.0000	20,350.00		20,350.00		0.00	1,017.50
F017	665-1-11 PEDESTRIAN DETECTOR,													
	F&I	EA	4.0000	165.0000	660.00	0.0000	0.00	4.0000	660.00		660.00		0.00	33.00
F018	670-5-110-B TRAFFIC CONTROLLER													
	ASSEMBLY (TYPE 6) NAZTEC (F&I)	AS	1.0000	17,325.0000	17,325.00	0.0000	0.00	1.0000	17,325.00		17,325.00		0.00	866.25
F019	700-3-201 OVERHEAD SIGN													
	PANEL, UP TO 12 SF, F&I	EA	4.0000	770.0000	3,080.00	0.0000	0.00	4.0000	3,080.00		3,080.00		0.00	154.00
F020	700-5-21 INTERNALLY ILLUMINAT													
	ED SIGN, 6' FLOURESCENT, F&I	EA	4.0000	5,600.0000	22,400.00	0.0000	0.00	4.0000	22,400.00		22,400.00		0.00	1,120.00
F021	715-4-50 RELOCATE LIGHT POLE	EA	1.0000	3,410.0000	3,410.00	0.0000	0.00	1.0000	3,410.00		3,410.00		0.00	170.50
F022	715-5-32 LUMINAIRE AND BRACKET													
	ARM - GALV STEEL (F&I)	EA	4.0000	616.0000	2,464.00	0.0000	0.00	4.0000	2,464.00		2,464.00		0.00	123.20
	SUBTOTAL				218,422.00		0.00		218,422.00		218,422.00			10,921.10
	WATER MAIN DEFLECTION													
G001	W1-1 6" DIP WATER MAIN	LF	26.0000	91.0000	2,366.00	26.0000	2,366.00	0.0000	0.00		2,366.00	100	0.00	118.30
G002	W2-1 6"GATE VALVE & BOX	EA	1.0000	3,325.0000	3,325.00	1.0000	3,325.00	0.0000	0.00		3,325.00	100	0.00	166.25
G003	W2-2 12" X 6" TAPPING SLEEVE	EA	1.0000	8,200.0000	8,200.00	1.0000	8,200.00	0.0000	0.00		8,200.00	100	0.00	410.00

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A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
G004	W3-1 SAMPLE POINTS	EA	1.0000	1,265.0000	1,265.00	1.0000	1,265.00	0.0000	0.00		1,265.00	100	0.00	63.25
G005	W3-2 FIRE HYDRANT ASSEMBLY	EA	1.0000	9,020.0000	9,020.00	1.0000	9,020.00	0.0000	0.00		9,020.00	100	0.00	451.00
G006	W3-3 CONNECT TO EXISTING WATER													
	MAIN	EA	1.0000	2,750.0000	2,750.00	1.0000	2,750.00	0.0000	0.00		2,750.00	100	0.00	137.50
G007	W5-1 TEST/FINALIZE WATER MAIN	LF	26.0000	77.0000	2,002.00	26.0000	2,002.00	0.0000	0.00		2,002.00	100	0.00	100.10
	SUBTOTAL				28,928.00		28,928.00		0.00		28,928.00			1,446.40
	IRRIGATION													
H001	HUNTER PROS-06-PRS40 W/ MP													
	ROTATOR MP CORNER 45 DEG	EA	10.0000	61.0000	610.00	10.0000	610.00	0.0000	0.00		610.00	100	0.00	30.50
H002	KRAIN RN100 ADJ 90 DEG ON 6"													
	POP-UP	EA	3.0000	55.0000	165.00	3.0000	165.00	0.0000	0.00		165.00	100	0.00	8.25
H003	KRAIN RN100 ADJ 120 DEG ON 6"													
	POP-UP	EA	8.0000	55.0000	440.00	8.0000	440.00	0.0000	0.00		440.00	100	0.00	22.00
H004	KRAIN RN100 ADJ 180 DEG ON 6"													
	POP-UP	EA	2.0000	55.0000	110.00	2.0000	110.00	0.0000	0.00		110.00	100	0.00	5.50
H005	KRAIN RN300 ADJ 90 DEG ON 6"													
	POP-UP	EA	10.0000	55.0000	550.00	10.0000	550.00	0.0000	0.00		550.00	100	0.00	27.50
H006	KRAIN RN300 ADJ 120 DEG ON 6"													
	POP-UP	EA	8.0000	55.0000	440.00	8.0000	440.00	0.0000	0.00		440.00	100	0.00	22.00
H007	KRAIN RN300 ADJ 180 DEG ON 6"													
	POP-UP	EA	46.0000	55.0000	2,530.00	46.0000	2,530.00	0.0000	0.00		2,530.00	100	0.00	126.50
H008	KRAIN RN300 ADJ 90 DEG ON 6"													
	POP-UP	EA	9.0000	55.0000	495.00	9.0000	495.00	0.0000	0.00		495.00	100	0.00	24.75
H009	KRAIN RN300 ADJ 120 DEG ON 6"													
	POP-UP	EA	4.0000	55.0000	220.00	4.0000	220.00	0.0000	0.00		220.00	100	0.00	11.00
H010	KRAIN RN300 ADJ 180 DEG ON 6"													
	POP-UP	EA	49.0000	55.0000	2,695.00	49.0000	2,695.00	0.0000	0.00		2,695.00	100	0.00	134.75
H011	KRAIN RNS-SS-530 ON 6" POP-UP	EA	1.0000	55.0000	55.00	1.0000	55.00	0.0000	0.00		55.00	100	0.00	2.75
H012	KRAIN RN100 ADJ 90 DEG ON 12"													
	POP-UP	EA	1.0000	72.0000	72.00	1.0000	72.00	0.0000	0.00		72.00	100	0.00	3.60
H013	KRAIN RN100 ADJ 120 DEG ON 12"													
	POP-UP	EA	2.0000	72.0000	144.00	2.0000	144.00	0.0000	0.00		144.00	100	0.00	7.20
H014	KRAIN RN100 ADJ 180 DEG ON 12"													
	POP-UP	EA	68.0000	72.0000	4,896.00	68.0000	4,896.00	0.0000	0.00		4,896.00	100	0.00	244.80
H015	KRAIN RN200 ADJ 180 DEG ON 12"													
	POP-UP	EA	174.0000	72.0000	12,528.00	174.0000	12,528.00	0.0000	0.00		12,528.00	100	0.00	626.40
H016	KRAIN RN300 ADJ 90 DEG ON 12"													
	POP-UP	EA	1.0000	72.0000	72.00	1.0000	72.00	0.0000	0.00		72.00	100	0.00	3.60
H017	KRAIN RN300 ADJ 120 DEG ON 12"													
	POP-UP	EA	1.0000	72.0000	72.00	1.0000	72.00	0.0000	0.00		72.00	100	0.00	3.60
H018	KRAIN RN300 ADJ 120 DEG ON 12"													
	POP-UP ON RISER	EA	7.0000	111.0000	777.00	7.0000	777.00	0.0000	0.00		777.00	100	0.00	38.85
H019	KRAIN RN300 ADJ 180 DEG ON 12"													
	POP-UP	EA	97.0000	72.0000	6,984.00	97.0000	6,984.00	0.0000	0.00		6,984.00	100	0.00	349.20
H020	KRAIN RN300 ADJ 180 DEG ON 12"													

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			B I L L I N G R E G I S T E R			CLIENT NO. 05210 AVENIR COMMUNITY DEVELOPMENT DISTRICT								
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount			G/C		
	POP-UP ON RISER	EA	116.0000	111.0000	12,876.00	116.0000	12,876.00	0.0000	0.00		12,876.00	100	0.00	643.80
H021	KRAIN RN300 FIX 360 DEG ON 12"													
	POP-UP ON RISER	EA	1.0000	111.0000	111.00	1.0000	111.00	0.0000	0.00		111.00	100	0.00	5.55
H022	KRAIN RNS-LES-515 ON 12"													
	POP-UP	EA	1.0000	72.0000	72.00	1.0000	72.00	0.0000	0.00		72.00	100	0.00	3.60
H023	KRAIN RNS-RES-515 ON 12"													
	POP-UP	EA	1.0000	72.0000	72.00	1.0000	72.00	0.0000	0.00		72.00	100	0.00	3.60
H024	KRAIN RNS-SS-530 ON 12" POP-UP	EA	85.0000	72.0000	6,120.00	85.0000	6,120.00	0.0000	0.00		6,120.00	100	0.00	306.00
H025	RAINBIRD 1401 .250 GPM													
	PRESSURE COMPENSATING BUBBLER	EA	43.0000	23.0000	989.00	43.0000	989.00	0.0000	0.00		989.00	100	0.00	49.45
H026	RAINBIRD 1402 .50 GPM PRESSURE													
	COMPENSATING BUBBLER	EA	11.0000	31.0000	341.00	11.0000	341.00	0.0000	0.00		341.00	100	0.00	17.05
H027	RAINBIRD 1 1/2" REMOTE CONTROL													
	VALVE MODEL 150-PESB IN CDR	EA	11.0000	3,015.0000	33,165.00	11.0000	33,165.00	0.0000	0.00		33,165.00	100	0.00	1,658.25
H028	PVC 3/4"	LF	6,836.0000	2.2000	15,039.20	6,836.0000	15,039.20	0.0000	0.00		15,039.20	100	0.00	751.96
H029	PVC 1"	LF	2,024.0000	3.0500	6,173.20	2,024.0000	6,173.20	0.0000	0.00		6,173.20	100	0.00	308.66
H030	PVC 1 1/4"	LF	4,091.0000	4.0000	16,364.00	4,091.0000	16,364.00	0.0000	0.00		16,364.00	100	0.00	818.20
H031	PVC 1 1/2"	LF	1,225.0000	5.0000	6,125.00	1,225.0000	6,125.00	0.0000	0.00		6,125.00	100	0.00	306.25
H032	PVC 2"	LF	1,244.0000	6.0000	7,464.00	1,244.0000	7,464.00	0.0000	0.00		7,464.00	100	0.00	373.20
H033	PVC 2 1/2"	LF	2,412.0000	16.5000	39,798.00	2,412.0000	39,798.00	0.0000	0.00		39,798.00	100	0.00	1,989.90
H034	PVC 3"	LF	3,941.0000	20.0000	78,820.00	3,941.0000	78,820.00	0.0000	0.00		78,820.00	100	0.00	3,941.00
H035	3/4" SCH.40 PVC ELECTRICAL CO													
	NDUIT FOR TWO WIRE CONTROL CAB	LF	449.0000	8.0000	3,592.00	449.0000	3,592.00	0.0000	0.00		3,592.00	100	0.00	179.60
H036	6" SCH. 40 PVC SLEEVE	LF	363.0000	11.0000	3,993.00	363.0000	3,993.00	0.0000	0.00		3,993.00	100	0.00	199.65
H037	8" SCH. 40 PVC SLEEVE	LF	69.0000	41.0000	2,829.00	69.0000	2,829.00	0.0000	0.00		2,829.00	100	0.00	141.45
H038	6" HDPE DR 7 PIPE FOR BORES	LF	149.0000	54.0000	8,046.00	149.0000	8,046.00	0.0000	0.00		8,046.00	100	0.00	402.30
H039	ADDITIONAL 6" HDPE DR 7 PIPE													
	FOR BORES	LF	460.0000	27.0000	12,420.00	460.0000	12,420.00	0.0000	0.00		12,420.00	100	0.00	621.00
H040	3" HDPE DR 11 MAINLINE PIPE													
	THROUGH BORES	LF	600.0000	15.0000	9,000.00	600.0000	9,000.00	0.0000	0.00		9,000.00	100	0.00	450.00
H041	PAGE 4 MEDIAN TO MEDIAN 6"													
	BORE	LF	240.0000	66.0000	15,840.00	240.0000	15,840.00	0.0000	0.00		15,840.00	100	0.00	792.00
H042	PAGE 6 MEDIAN TO MEDIAN 6"													
	BORE	LF	200.0000	66.0000	13,200.00	200.0000	13,200.00	0.0000	0.00		13,200.00	100	0.00	660.00
H043	PAGE 7MEDIAN TO MEDIAN 6" BORE	LF	120.0000	66.0000	7,920.00	120.0000	7,920.00	0.0000	0.00		7,920.00	100	0.00	396.00
	SUBTOTAL				334,224.40		334,224.40		0.00		334,224.40			16,711.22
	CO#1 SPINE ROAD													
I001	MOBILIZATION-SURVEY-BOND-													
	TESTING	LS	1.0000	22,850.0000	22,850.00	1.0000	22,850.00	0.0000	0.00		22,850.00	100	0.00	1,142.50
I002	SILT FENCE	LF	1,000.0000	2.0000	2,000.00	1,000.0000	2,000.00	0.0000	0.00		2,000.00	100	0.00	100.00
I003	CLEARING	LS	1.0000	12,800.0000	12,800.00	1.0000	12,800.00	0.0000	0.00		12,800.00	100	0.00	640.00
I004	EXCAVATION AND GRADING	LS	1.0000	19,500.0000	19,500.00	1.0000	19,500.00	0.0000	0.00		19,500.00	100	0.00	975.00
I005	COMPACTED SUBGRADE	SY	1,540.0000	3.0000	4,620.00	1,540.0000	4,620.00	0.0000	0.00		4,620.00	100	0.00	231.00
I006	DOUBLE BASEROCK	SY	900.0000	30.0000	27,000.00	900.0000	27,000.00	0.0000	0.00		27,000.00	100	0.00	1,350.00
I007	1" SP 9.5 ASPHALT 1ST LIFT	TN	56.0000	140.0000	7,840.00	56.0000	7,840.00	0.0000	0.00		7,840.00	100	0.00	392.00

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div> <div>FOR PERIOD 06/01/25 TO 06/30/25</div> <div><div>JOB NO. 230040</div><div>NORTHLAKE BLVD PHASE 1</div></div> <div><div>B I L L I N G R E G I S T E R</div><div>CLIENT NO. 05210</div><div>AVENIR COMMUNITY DEVELOPMENT DISTRICT</div></div>														
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
I008	4" FDOT BASEROCK	SY	270.0000	22.0000	5,940.00	270.0000	5,940.00	0.0000	0.00		5,940.00	100	0.00	297.00
I009	1" SP-9.5 ASPHALT	TN	16.0000	140.0000	2,240.00	16.0000	2,240.00	0.0000	0.00		2,240.00	100	0.00	112.00
I010	4" CONCRETE SIDEWALK	SY	115.0000	50.0000	5,750.00	115.0000	5,750.00	0.0000	0.00		5,750.00	100	0.00	287.50
I011	F CURB	LF	520.0000	22.5000	11,700.00	520.0000	11,700.00	0.0000	0.00		11,700.00	100	0.00	585.00
I012	TRAFFIC SEPERATOR 4'	LF	285.0000	60.0000	17,100.00	285.0000	17,100.00	0.0000	0.00		17,100.00	100	0.00	855.00
I013	TEMP PAINT STRIPING	LS	1.0000	5,000.0000	5,000.00	1.0000	5,000.00	0.0000	0.00		5,000.00	100	0.00	250.00
I014	TYPE C INLET	EA	1.0000	9,350.0000	9,350.00	1.0000	9,350.00	0.0000	0.00		9,350.00	100	0.00	467.50
I015	18" RCP	LF	12.0000	108.0000	1,296.00	12.0000	1,296.00	0.0000	0.00		1,296.00	100	0.00	64.80
I016	CONNECT TO EXISTING INLET	EA	1.0000	4,990.0000	4,990.00	1.0000	4,990.00	0.0000	0.00		4,990.00	100	0.00	249.50
I017	CONVERT EXISTING INLET TO MANHOLE	EA	1.0000	2,310.0000	2,310.00	1.0000	2,310.00	0.0000	0.00		2,310.00	100	0.00	115.50
I018	2-2" ORANGE SUA CONDUITS WITH WIRE	LF	330.0000	22.0000	7,260.00	330.0000	7,260.00	0.0000	0.00		7,260.00	100	0.00	363.00
I019	24"X36"X24" PULL BOX SUA	EA	2.0000	1,471.0000	2,942.00	2.0000	2,942.00	0.0000	0.00		2,942.00	100	0.00	147.10
	SUBTOTAL				172,488.00		172,488.00		0.00		172,488.00			8,624.40
	CO#1 OUTFALL PIPE													
J001	MOBILIZATION	EA	1.0000	5,000.0000	5,000.00	1.0000	5,000.00	0.0000	0.00		5,000.00	100	0.00	250.00
J002	SURVEY, ASBUILTS, TESTING	LS	1.0000	2,000.0000	2,000.00	1.0000	2,000.00	0.0000	0.00		2,000.00	100	0.00	100.00
J003	SILT FENCE	LF	200.0000	2.0000	400.00	200.0000	400.00	0.0000	0.00		400.00	100	0.00	20.00
J004	TURBIDITY BASRRIER		50.0000	20.0000	1,000.00	50.0000	1,000.00	0.0000	0.00		1,000.00	100	0.00	50.00
J005	STRIPPING AND ASPHALT REMOVAL	LS	1.0000	3,380.0000	3,380.00	1.0000	3,380.00	0.0000	0.00		3,380.00	100	0.00	169.00
J006	SUBGRADE AND FINAL GRADING	LS	1.0000	2,250.0000	2,250.00	1.0000	2,250.00	0.0000	0.00		2,250.00	100	0.00	112.50
J007	BIKE PATH RESTORATION	LS	1.0000	7,249.0000	7,249.00	1.0000	7,249.00	0.0000	0.00		7,249.00	100	0.00	362.45
J008	SOD	SY	1,670.0000	5.8000	9,686.00	1,670.0000	9,686.00	0.0000	0.00		9,686.00	100	0.00	484.30
J009	CONCRETE PIPE CULVERT (18")	LF	130.0000	108.0000	14,040.00	130.0000	14,040.00	0.0000	0.00		14,040.00	100	0.00	702.00
J010	REP X CAP ADAPTOR (18")	EA	1.0000	2,255.0000	2,255.00	1.0000	2,255.00	0.0000	0.00		2,255.00	100	0.00	112.75
J011	CORRUGATED ALUMINUM PIPE (18")	LF	20.0000	258.5000	5,170.00	20.0000	5,170.00	0.0000	0.00		5,170.00	100	0.00	258.50
J012	DITCH BOTTOM INLET TYPE C	EA	1.0000	8,100.0000	8,100.00	1.0000	8,100.00	0.0000	0.00		8,100.00	100	0.00	405.00
J013	MITER END SECTION	EA	-1.0000	3,850.0000	-3,850.00	-1.0000	-3,850.00	0.0000	0.00		-3,850.00	100	0.00	-192.50
	SUBTOTAL				56,680.00		56,680.00		0.00		56,680.00			2,834.00
	CO#1 COCONUT CHANGES 10/30/23													
K001	SURVEY,ASBUILTS,TESTING	LS	1.0000	2,500.0000	2,500.00	1.0000	2,500.00	0.0000	0.00		2,500.00	100	0.00	125.00
K002	4" CONCRFETE SIDEWALK	SY	15.0000	50.0000	750.00	15.0000	750.00	0.0000	0.00		750.00	100	0.00	37.50
K003	4' CONCRETE SEPARATOR	LF	7.0000	60.0000	420.00	7.0000	420.00	0.0000	0.00		420.00	100	0.00	21.00
K004	12" COMPACTED SUBGRADE	SY	82.0000	3.0000	246.00	82.0000	246.00	0.0000	0.00		246.00	100	0.00	12.30
K005	13.5" BASE	SY	82.0000	30.0000	2,460.00	82.0000	2,460.00	0.0000	0.00		2,460.00	100	0.00	123.00
K006	1.5" SP-12.5 ASPHALT	TN	7.0000	140.0000	980.00	7.0000	980.00	0.0000	0.00		980.00	100	0.00	49.00
K007	1" FC-9.5 ASPHALT	TN	5.0000	198.0000	990.00	5.0000	990.00	0.0000	0.00		990.00	100	0.00	49.50
K008	ADDITIONAL STRIPING	LS	1.0000	139.0000	139.00	1.0000	139.00	0.0000	0.00		139.00	100	0.00	6.95
K009	P-6 INLET	EA	1.0000	11,000.0000	11,000.00	1.0000	11,000.00	0.0000	0.00		11,000.00	100	0.00	550.00
K010	REMOVE EXISTING CONCRETE													
	HEADWALL PLUG 48" PIPE	LS	1.0000	6,050.0000	6,050.00	1.0000	6,050.00	0.0000	0.00		6,050.00	100	0.00	302.50

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div>			FOR PERIOD 06/01/25 TO 06/30/25			JOB NO. 230040		NORTHLAKE BLVD PHASE 1		B I L L I N G R E G I S T E R					CLIENT NO. 05210		AVENIR COMMUNITY DEVELOPMENT DISTRICT	
A	B		C			D		E		F	G	H	I	J				
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate				
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount			G/C						
	SUBTOTAL				25,535.00		25,535.00		0.00		25,535.00			1,276.75				
	CO#2 IRRIGATION REVISION TO																	
	STREETSCAPE PLAN 01/15/24																	
L001	HUNTER PROS-06-PRS40 W/ MP																	
	ROTATOR MP CORNER 45 DEG	EA	-7.0000	-7.0000	49.00	-7.0000	49.00	0.0000	0.00		49.00	100	0.00	2.45				
L002	KRAIN RN100 ADJ 90 DEG ON 6"																	
	POP-UP	EA	7.0000	55.0000	385.00	7.0000	385.00	0.0000	0.00		385.00	100	0.00	19.25				
L003	KRAIN RN100 ADJ 120 DEG ON 6"																	
	POP-UP	EA	-3.0000	55.0000	-165.00	-3.0000	-165.00	0.0000	0.00		-165.00	100	0.00	-8.25				
L004	KRAIN RN100 ADJ 180 DEG ON 6"																	
	POP-UP	EA	12.0000	55.0000	660.00	12.0000	660.00	0.0000	0.00		660.00	100	0.00	33.00				
L005	KRAIN RN300 ADJ 90 DEG ON 6"																	
	POP-UP	EA	-1.0000	55.0000	-55.00	-1.0000	-55.00	0.0000	0.00		-55.00	100	0.00	-2.75				
L006	KRAIN RN300 ADJ 120 DEG ON 6"																	
	POP-UP	EA	-3.0000	55.0000	-165.00	-3.0000	-165.00	0.0000	0.00		-165.00	100	0.00	-8.25				
L007	KRAIN RN300 ADJ 180 DEG ON 6"																	
	POP-UP	EA	-39.0000	55.0000	-2,145.00	-39.0000	-2,145.00	0.0000	0.00		-2,145.00	100	0.00	-107.25				
L008	KRAIN RN300 ADJ 90 DEG ON 6"																	
	POP-UP	EA	-4.0000	55.0000	-220.00	-4.0000	-220.00	0.0000	0.00		-220.00	100	0.00	-11.00				
L009	KRAIN RN300 ADJ 120 DEG ON 6"																	
	POP-UP	EA	-1.0000	55.0000	-55.00	-1.0000	-55.00	0.0000	0.00		-55.00	100	0.00	-2.75				
L010	KRAIN RN300 ADJ 180 DEG ON 6"																	
	POP-UP	EA	-44.0000	55.0000	-2,420.00	-44.0000	-2,420.00	0.0000	0.00		-2,420.00	100	0.00	-121.00				
L011	KRAIN RNS-SS-530 ON 6" POP UP	EA	10.0000	55.0000	550.00	10.0000	550.00	0.0000	0.00		550.00	100	0.00	27.50				
L012	KRAIN RN100 ADJ 120 DEG ON 12"																	
	POP-UP	EA	104.0000	72.0000	7,488.00	104.0000	7,488.00	0.0000	0.00		7,488.00	100	0.00	374.40				
L013	KRAIN RN100 ADJ 180 DEG ON 12"																	
	POP-UP	EA	154.0000	72.0000	11,088.00	154.0000	11,088.00	0.0000	0.00		11,088.00	100	0.00	554.40				
L014	KRAIN RN200 ADJ 180 DEG ON 12"																	
	POP-UP	EA	-169.0000	72.0000	-12,168.00	-169.0000	-12,168.00	0.0000	0.00		-12,168.00	100	0.00	-608.40				
L015	KRAIN RN300 ADJ 90 DEG ON 12"																	
	POP-UP	EA	117.0000	72.0000	8,424.00	117.0000	8,424.00	0.0000	0.00		8,424.00	100	0.00	421.20				
L016	KRAIN RN300 ADJ 120 DEG ON 12"																	
	POP-UP ON RISER	EA	42.0000	111.0000	4,662.00	42.0000	4,662.00	0.0000	0.00		4,662.00	100	0.00	233.10				
L017	KRAIN RN300 ADJ 180 DEG ON 12"																	
	POP-UP	EA	-95.0000	72.0000	-6,840.00	-95.0000	-6,840.00	0.0000	0.00		-6,840.00	100	0.00	-342.00				
L018	KRAIN RN300 ADJ 180 DEG ON 12"																	
	POP-UP ON RISER	EA	-43.0000	111.0000	-4,773.00	-43.0000	-4,773.00	0.0000	0.00		-4,773.00	100	0.00	-238.65				
L019	KRAIN RN300 FIX 360 DEG ON 12"																	
	POP-UP ON RISER	EA	3.0000	111.0000	333.00	3.0000	333.00	0.0000	0.00		333.00	100	0.00	16.65				
L020	KRAIN RNS-RES-515 ON 12"																	
	POP-UP	EA	4.0000	72.0000	288.00	4.0000	288.00	0.0000	0.00		288.00	100	0.00	14.40				
L021	KRAIN RNS-SS-530 ON 12" POP-UP	EA	19.0000	72.0000	1,368.00	19.0000	1,368.00	0.0000	0.00		1,368.00	100	0.00	68.40				
L022	PVC 3/4"	LF	1,000.0000	2.2000	2,200.00	1,000.0000	2,200.00	0.0000	0.00		2,200.00	100	0.00	110.00				
L023	PVC 1"	LF	500.0000	3.0500	1,525.00	500.0000	1,525.00	0.0000	0.00		1,525.00	100	0.00	76.25				

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A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
L024	PVC 1 1/4"	LF	500.0000	4.0000	2,000.00	500.0000	2,000.00	0.0000	0.00		2,000.00	100	0.00	100.00
L025	PVC 1 1/2"	LF	300.0000	5.0000	1,500.00	300.0000	1,500.00	0.0000	0.00		1,500.00	100	0.00	75.00
L026	PVC 2"	LF	300.0000	6.0000	1,800.00	300.0000	1,800.00	0.0000	0.00		1,800.00	100	0.00	90.00
L027	PVC 2 1/2"	LF	200.0000	16.5000	3,300.00	200.0000	3,300.00	0.0000	0.00		3,300.00	100	0.00	165.00
L028	SURVEY INCREASE FOR IRRIGATION	LS	1.0000	2,624.0000	2,624.00	1.0000	2,624.00	0.0000	0.00		2,624.00	100	0.00	131.20
L029	ADJUSTMENT TO LINE L001													
	BETWEEN REC 7 &	LS	1.0000	-476.0000	-476.00	1.0000	-476.00	0.0000	0.00		-476.00	100	0.00	-23.80
	SUBTOTAL				20,762.00		20,762.00		0.00		20,762.00			1,038.10
	CO #3 HYDRANT RELOCATION													
M001	W1-1 6" DIP WATER MAIN	LF	6.0000	91.0000	546.00	6.0000	546.00	0.0000	0.00		546.00	100	0.00	27.30
M002	W2-1 6" GATE VALVE & BOX	EA	1.0000	3,325.0000	3,325.00	1.0000	3,325.00	0.0000	0.00		3,325.00	100	0.00	166.25
M003	W3-2 FIRE HYDRANT ASSEMBLY	EA	1.0000	9,020.0000	9,020.00	1.0000	9,020.00	0.0000	0.00		9,020.00	100	0.00	451.00
M004	W3-3 CONNECT TO EXISTING WM	EA	1.0000	2,750.0000	2,750.00	1.0000	2,750.00	0.0000	0.00		2,750.00	100	0.00	137.50
M005	W5-1 TEST/FINALIZE WM	LF	6.0000	77.0000	462.00	6.0000	462.00	0.0000	0.00		462.00	100	0.00	23.10
M006	6" FITTINGS 90 DEGREE	EA	1.0000	550.0000	550.00	1.0000	550.00	0.0000	0.00		550.00	100	0.00	27.50
M007	6" FITTING 22 DEGREE	EA	2.0000	550.0000	1,100.00	2.0000	1,100.00	0.0000	0.00		1,100.00	100	0.00	55.00
M008	W2-2 12" X 6" TAPPING SLEEVE	EA	-1.0000	8,200.0000	-8,200.00	-1.0000	-8,200.00	0.0000	0.00		-8,200.00	100	0.00	-410.00
M009	W3-1 SAMPLE POINTS	EA	-1.0000	1,265.0000	-1,265.00	-1.0000	-1,265.00	0.0000	0.00		-1,265.00	100	0.00	-63.25
	SUBTOTAL				8,288.00		8,288.00		0.00		8,288.00			414.40
	CO # 4 TEMP LIGHTING													
N001	MOBILIZATION	LS	1.0000	3,809.0000	3,809.00	1.0000	3,809.00	0.0000	0.00		3,809.00	100	0.00	190.45
N002	INSTALL LIGHTING	EA	10.0000	2,225.3000	22,253.00	10.0000	22,253.00	0.0000	0.00		22,253.00	100	0.00	1,112.65
N003	INSTALL WIRE AND LIGHTS	EA	10.0000	1,232.0000	12,320.00	10.0000	12,320.00	0.0000	0.00		12,320.00	100	0.00	616.00
N004	REMOVE POLES, LIGHTS, AND													
	WIRE	EA	10.0000	476.3000	4,763.00	10.0000	4,763.00	0.0000	0.00		4,763.00	100	0.00	238.15
N005	POWER BILL ALLOWANCE	LS	1.0000	2,000.0000	2,000.00	0.0000	0.00	1.0000	2,000.00		2,000.00	100	0.00	100.00
	SUBTOTAL				45,145.00		43,145.00		2,000.00		45,145.00			2,257.25
	CO#5 DRAINAGE REVISION,VLV BXS													
	SEED&MULCH,STEEL PLATE,S145													
O001	SURVEY, AS-BUILTS-,TESTING	LS	1.0000	9,440.0000	9,440.00	1.0000	9,440.00	0.0000	0.00		9,440.00	100	0.00	472.00
O002	TYPE 'C' INLET	EA	6.0000	7,480.0000	44,880.00	6.0000	44,880.00	0.0000	0.00		44,880.00	100	0.00	2,244.00
O003	REMOVE/DISPOSE 18" MES	EA	6.0000	440.0000	2,640.00	6.0000	2,640.00	0.0000	0.00		2,640.00	100	0.00	132.00
O004	REMOVE/INSTALL 18" RCP	LF	484.0000	121.0000	58,564.00	484.0000	58,564.00	0.0000	0.00		58,564.00	100	0.00	2,928.20
O005	CORRUGATED ALUMINUM PIPE 18"	LF	30.0000	127.0000	3,810.00	30.0000	3,810.00	0.0000	0.00		3,810.00	100	0.00	190.50
O006	REPLACE VALVE BOX COMPLETE	EA	10.0000	2,365.0000	23,650.00	10.0000	23,650.00	0.0000	0.00		23,650.00	100	0.00	1,182.50
O007	REGRADE AND COMPACT ENTRANCES	EA	3.0000	2,594.0000	7,782.00	3.0000	7,782.00	0.0000	0.00		7,782.00	100	0.00	389.10
O008	FABRICATE AND INSTALL STEEL													
	PLATE STA:260+55	EA	1.0000	3,850.0000	3,850.00	1.0000	3,850.00	0.0000	0.00		3,850.00	100	0.00	192.50
O009	CONCRETE DECK SLAB													
	S145	EA	1.0000	1,100.0000	1,100.00	1.0000	1,100.00	0.0000	0.00		1,100.00	100	0.00	55.00
O010	SEED & MULCH													
	281+70 TO 268+00	SY	8,555.0000	0.8000	6,844.00	8,555.0000	6,844.00	0.0000	0.00		6,844.00	100	0.00	342.20
O011	18" MES INSTALLED MINUS													

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div>			FOR PERIOD 06/01/25 TO 06/30/25		JOB NO. 230040		NORTHLAKE BLVD PHASE 1							
			B I L L I N G R E G I S T E R		CLIENT NO. 05210		AVENIR COMMUNITY DEVELOPMENT DISTRICT							
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount			G/C		
	POURED ENDS	EA	-4.0000	3,850.0000	-15,400.00	-4.0000	-15,400.00	0.0000	0.00		-15,400.00	100	0.00	-770.00
O012	SOD CREDIT	SY	-8,555.0000	3.2500	-27,803.75	-8,555.0000	-27,803.75	0.0000	0.00		-27,803.75	100	0.00	-1,390.19
	SUBTOTAL				119,356.25		119,356.25		0.00		119,356.25			5,967.81
	CHANGE ORDER # 6													
P001	A 002 MOT	LS	1.0000	3,540.0000	3,540.00	1.0000	3,540.00	0.0000	0.00		3,540.00	100	0.00	177.00
P002	A 004 CLEARING AND GRUBBING	LS	1.0000	4,550.0000	4,550.00	1.0000	4,550.00	0.0000	0.00		4,550.00	100	0.00	227.50
P003	A 005 REGULAR EXCAVATION	SY	171.0000	18.7500	3,206.25	171.0000	3,206.25	0.0000	0.00		3,206.25	100	0.00	160.31
P004	A 007 12" COMPACTED SUBGRADE	SY	194.0000	3.0000	582.00	194.0000	582.00	0.0000	0.00		582.00	100	0.00	29.10
P005	A 008 OBG 13	SY	171.0000	30.0000	5,130.00	171.0000	5,130.00	0.0000	0.00		5,130.00	100	0.00	256.50
P006	FINAL GRADING AND SOD	LS	1.0000	3,825.0000	3,825.00	1.0000	3,825.00	0.0000	0.00		3,825.00	100	0.00	191.25
P007	SURVEY	LS	1.0000	1,051.0000	1,051.00	1.0000	1,051.00	0.0000	0.00		1,051.00	100	0.00	52.55
P008	TESTING	LS	1.0000	775.0000	775.00	1.0000	775.00	0.0000	0.00		775.00	100	0.00	38.75
P009	A 028 CONCRETE CURB & GUTTER													
	TYPE "F"	LF	244.0000	22.5000	5,490.00	244.0000	5,490.00	0.0000	0.00		5,490.00	100	0.00	274.50
P010	COLORED STAMPED CONCRETE	SY	25.0000	165.0000	4,125.00	25.0000	4,125.00	0.0000	0.00		4,125.00	100	0.00	206.25
P011	A 010 TYPE SP STRUCTURAL													
	COURSE TLC 1.5"	TN	8.0000	140.0000	1,120.00	8.0000	1,120.00	0.0000	0.00		1,120.00	100	0.00	56.00
P012	A 012 TYPE FC 9.5 1"	TN	6.0000	198.0000	1,188.00	6.0000	1,188.00	0.0000	0.00		1,188.00	100	0.00	59.40
P013	B 002 RELOCATE SIGN	EA	1.0000	193.0000	193.00	1.0000	193.00	0.0000	0.00		193.00	100	0.00	9.65
P014	B 018 6" SOLID YELLOW THERMO													
	STRIPING	NM	0.0400	5,810.0000	232.40	0.0400	232.40	0.0000	0.00		232.40	100	0.00	11.62
P015	FLOWABLE FILL FOR FPL POLES	CY	13.0000	256.0000	3,328.00	13.0000	3,328.00	0.0000	0.00		3,328.00	100	0.00	166.40
P016	IMPACT VALVE REPAIR BILL	EA	1.0000	627.3500	627.35	1.0000	627.35	0.0000	0.00		627.35	100	0.00	31.37
P017	RELOCATE UTILITY BOXES	EA	10.0000	270.0000	2,700.00	10.0000	2,700.00	0.0000	0.00		2,700.00	100	0.00	135.00
	SUBTOTAL				41,663.00		41,663.00		0.00		41,663.00			2,083.15
Q000	CO # 7 Additional Days	N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
R000	CO # 8 Bill Reconciliation													
R001	A010 Type SP Structural Course 1.5"	TN	-152.8000	140.0000	-21,392.00	0.0000	0.00	-152.8000	-21,392.00		-21,392.00	100%	0.00	-1,069.60
R002	A011 Structural Overbuild	TN	2,534.1200	161.0000	407,993.32	0.0000	0.00	2,534.1200	407,993.32		407,993.32	100%	0.00	20,399.67
R003	A012 FC 9.5 1"	TN	-108.5200	198.0000	-21,486.96	0.0000	0.00	-108.5200	-21,486.96		-21,486.96	100%	0.00	-1,074.35
R004	A032 Bahia Sod	SY	10,998.0000	3.2500	35,743.50	0.0000	0.00	10,998.0000	35,743.50		35,743.50	100%	0.00	1,787.18
R005	A033 Adjust ARV	EA	-1.0000	4,350.0000	-4,350.00	0.0000	0.00	-1.0000	-4,350.00		-4,350.00	100%	0.00	-217.50
R006	A034 Adjust Valve Box	EA	-8.0000	1,125.0000	-9,000.00	0.0000	0.00	-8.0000	-9,000.00		-9,000.00	100%	0.00	-450.00
R007	B021 Green Color Marking	SF	-650.0000	13.2000	-8,580.00	0.0000	0.00	-650.0000	-8,580.00		-8,580.00	100%	0.00	-429.00
R008	E007 Elec Pwr Srv Mtr with Base	AS	-1.0000	7,051.0000	-7,051.00	0.0000	0.00	-1.0000	-7,051.00		-7,051.00	100%	0.00	-352.55
R009	F001 102-1-A MOT	HR	-16.0000	100.0000	-1,600.00	0.0000	0.00	-16.0000	-1,600.00		-1,600.00	100%	0.00	-80.00
R010	F002 632-7-1-4A Ped Signal Cable	PI	-1.0000	5,423.0000	-5,423.00	0.0000	0.00	-1.0000	-5,423.00		-5,423.00	100%	0.00	-271.15
R011	F003 632-7-1-19A Cable (Signal)	PI	-1.0000	13,090.0000	-13,090.00	0.0000	0.00	-1.0000	-13,090.00		-13,090.00	100%	0.00	-654.50
R012	F004 639-1-111 Elec Pwr Srv w/ Mtr	AS	-1.0000	4,675.0000	-4,675.00	0.0000	0.00	-1.0000	-4,675.00		-4,675.00	100%	0.00	-233.75
R013	F005 639-2-1 Elec Srv Wire	LF	-150.0000	7.7000	-1,155.00	0.0000	0.00	-150.0000	-1,155.00		-1,155.00	100%	0.00	-57.75

<div><div><div>J.W. CHEATHAM, LLC</div></div><div>Application and Certificate for Payment</div><div>Continuation Sheet</div></div> <div>FOR PERIOD 06/01/25 TO 06/30/25</div> <div>B I L L I N G R E G I S T E R</div> <div>JOB NO. 230040 NORTHLAKE BLVD PHASE 1</div> <div>CLIENT NO. 05210 AVENIR COMMUNITY DEVELOPMENT DISTRICT</div>														
A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
R014	F006 639-3-11(*) Elec Srv Disconnect (Breaker Box)	EA	-1.0000	1,348.0000	-1,348.00	0.0000	0.00	-1.0000	-1,348.00		-1,348.00	100%	0.00	-67.40
R015	F007 641-2-12-12 Prestressed Concrete Pole (12' Type P-II)	EA	-1.0000	677.0000	-677.00	0.0000	0.00	-1.0000	-677.00		-677.00	100%	0.00	-33.85
R016	F008 646-1-11 Aluminum Signals Pole, Pedestal, F&I	EA	-3.0000	2,300.0000	-6,900.00	0.0000	0.00	-3.0000	-6,900.00		-6,900.00	100%	0.00	-345.00
R017	F009 649-22-15L Steel Mast Arm Assembly F&I, Single Arm,w/70' LU	EA	-1.0000	25,400.0000	-25,400.00	0.0000	0.00	-1.0000	-25,400.00		-25,400.00	100%	0.00	-1,270.00
R018	F010 649-22-15L-HD Steel MA Assem F&I, Single Arm w/70' Heavy	EA	-1.0000	23,815.0000	-23,815.00	0.0000	0.00	-1.0000	-23,815.00		-23,815.00	100%	0.00	-1,190.75
R019	F011 649-22-21L-HD Steel MA Assem F&I, Single Arm w/78' Heavy	EA	-1.0000	28,200.0000	-28,200.00	0.0000	0.00	-1.0000	-28,200.00		-28,200.00	100%	0.00	-1,410.00
R020	F012 649-22-XXX Special MA Assembly F&I, Single Arm w/78' Lum	EA	-1.0000	27,250.0000	-27,250.00	0.0000	0.00	-1.0000	-27,250.00		-27,250.00	100%	0.00	-1,362.50
R021	F013 650-1-13 Traffic Signal F&I 3 Sec 1 Way w/ Back Plate	AS	-8.0000	820.0000	-6,560.00	0.0000	0.00	-8.0000	-6,560.00		-6,560.00	100%	0.00	-328.00
R022	F014 Traffic Signal, Alum 4-Sec FYA w/ Back Plate	AS	-1.0000	660.0000	-660.00	0.0000	0.00	-1.0000	-660.00		-660.00	100%	0.00	-33.00
R023	F015 653-191 Ped Signal, F&I LED Countdown, 1 Way	AS	-4.0000	495.0000	-1,980.00	0.0000	0.00	-4.0000	-1,980.00		-1,980.00	100%	0.00	-99.00
R024														
R025	F016 660-2-106B Loop Assemb Type F-46'	EA	-10.0000	2,035.0000	-20,350.00	0.0000	0.00	-10.0000	-20,350.00		-20,350.00	100%	0.00	-1,017.50
R026	F017 665-1-11 Ped Detector	EA	-4.0000	165.0000	-660.00	0.0000	0.00	-4.0000	-660.00		-660.00	100%	0.00	-33.00
R027	F018 670-5-110-B Traffic Controller Assembly Type 6 Naztec F&I	AS	-1.0000	17,325.0000	-17,325.00	0.0000	0.00	-1.0000	-17,325.00		-17,325.00	100%	0.00	-866.25
R028	F019 700-3-201 Overhead Sign Panel, Up to 12 SF, F&I	EA	-4.0000	770.0000	-3,080.00	0.0000	0.00	-4.0000	-3,080.00		-3,080.00	100%	0.00	-154.00
R029	F020 700-5-21 Internally Illuminated Sign 6' Flourescent F&I	EA	-4.0000	5,600.0000	-22,400.00	0.0000	0.00	-4.0000	-22,400.00		-22,400.00	100%	0.00	-1,120.00
R030	F021 715-4-50 Relocate Sign Pole	EA	-1.0000	3,410.0000	-3,410.00	0.0000	0.00	-1.0000	-3,410.00		-3,410.00	100%	0.00	-170.50
R031	F022 715-5-32 Luminaire & Bracket Arm - Galv Steel F&I	EA	-4.0000	616.0000	-2,464.00	0.0000	0.00	-4.0000	-2,464.00		-2,464.00	100%	0.00	-123.20
R032	N005 Power Bill Allowance	LS	-1.0000	2,000.0000	-2,000.00	0.0000	0.00	-1.0000	-2,000.00		-2,000.00	100%	0.00	-100.00
	SUBTOTAL				151,454.86		0.00		151,454.86		151,454.86			7,572.74
	GRAND TOTAL				6,671,481.47		6,612,599.07		58,882.40		6,671,481.47		0.00	333,574.07
											Line G + I			
											6,671,481.47			

CHANGE ORDER NO. 10**Date of Issuance: March 21, 2025****Effective Date: March 21, 2025**

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

Owners Contract #: N/A

Contractor : J.W. Cheatham, LLC.
7396 Westport Place
West Palm Beach, FL 33413

**Contractors
Project # :** 220010

Engineer : HSQ Group, Inc.
1001 Yamato Road
Boca Raton, FL 33431

**Engineers
Project No. :** 180437

Project : Northlake Blvd Phase 2 (RW 56228-0222)
From east of Avenir to Dr. to west of SR7

Construction Name : Construction Contract
(Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order :

Description : *Northlake Blvd Ph.2 : Balance of Contract "Reconciliation of overruns and underruns"
*Northlake Blvd Ph.2 : Additional calendar days to complete final inspections.

Attachments :

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES :	
Original Contract Price:		Original Contract Times :	
\$4,173,882.11		Total Contract Days :	450 Days
		Start Date :	9/12/2022
		End Date :	12/6/2023
{Increase}{Decrease}from previously approved Change Orders No. : 0 to No. 9 :		{Increase} from previously approved Change Orders No. 0 to No. 9 :	
\$ 5,780,135.71		446 days	

Page 1

Owner : _____

Contractor : _____

Contract Price prior to this Change Order : \$ 5,780,135.71		Contract Times prior to this Change Order : Total Contract Days : 896 Start Date : 9/12/2022 End Date : 2/24/2025	
[Increase] / [Decrease] of this Change Order : \$ 141,156.09		[Increase] of this Change Order : 100 Days	
Contract Price incorporating the Change Order : \$ 5,921,291.80		Contract Times with all the approved change Orders : Total Contract Days : 996 Days Start Date : 9/12/2022 End Date : 6/4/2025	
RECOMMEND BY : By : _____ Engineer : HSQ Group, Inc. 1001 Yamato Rd, Suite 105 Boca Raton, FL 33431 Date : _____	ACCEPTED : By : _____ Avenir Community Development District Virginia Cepero Chairperson Date : _____	ACCEPTED : By : _____ Contractor : J.W. Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413 Date : _____	

OC = 4,173,882.11

Co's = 1,606,253.60

CSTD = 5,780,135.71

TCTD = 5,921,291.80

RET = 296,064.59

DIFF = (141,156.09)

DEBIT

OR

✓ A011 64,768 - ✓✓
✓ A013 244,371.20 ✓✓
✓ A014 84,967.64 ✓✓
✓ A034 9688.40 ✓✓
✓ A035 8811 - ✓✓
✓ M005 43,299.52 ✓✓
✓ M006 22,074.07 ✓✓

477,979.83

477,979.83

- 336,823.74

141,156.09

CREDIT

UR

✓ A007 3780 - ✓✓
✓ A009 969 - ✓✓
✓ A010 9124.75 ✓✓
✓ A012 2640 - ✓✓
✓ A020 11,000 - ✓✓
✓ A021 3750 - ✓✓
✓ A023 3850 - ✓✓
✓ A024 500 - ✓✓
✓ A025 21230 - ✓✓
✓ A026 5190 - ✓✓
✓ A027 2990 - ✓✓
✓ A029 400 - ✓✓
✓ A030 1200 - ✓✓
✓ A031 480 - ✓✓
✓ A036 650 - ✓✓
✓ B008 48.40 ✓✓
✓ B010 282 - ✓✓
✓ B014 468 - ✓✓
✓ B019 48.47 ✓✓
✓ C001 1070 - ✓✓
✓ C003 173 - ✓✓
✓ CO#3 264,403.80 ✓✓
✓ M004 492.48 ✓✓
✓ M007 1345.94 ✓✓
✓ M008 506 - ✓✓
✓ M010 231.90 ✓✓

336,823.74

Item NO.	Item Description	QTY	Unit	Unit Price	Amount
Exhibit "A" Credits and Debits					
	Credits				
1	A 007	REGULAR EXCAVATION	(108.00)	CY	\$ 35.00 \$ (3,780.00)
2	A 009	12" COMPACTED SUBGRADE	(323.00)	SY	\$ 3.00 \$ (969.00)
3	A 010	OPTIONAL BASE GROUP 13	(323.00)	EA	\$ 28.25 \$ (9,124.75)
4	A 012	TYPE SP 12.5 STRUCTURAL COURSE 1.5" TLC	(24.00)	TN	\$ 110.00 \$ (2,640.00)
5	A 020	INLETS (CURB) TYPE P-6 (PARTIAL)	(2.00)	EA	\$ 5,500.00 \$ (11,000.00)
6	A 021	MANHOLE (TYPE J-7) PARTIAL	(1.00)	EA	\$ 3,750.00 \$ (3,750.00)
7	A 023	CONNECT TO EXISTING AND RESET P-6 TOP	(1.00)	EA	\$ 3,850.00 \$ (3,850.00)
8	A 024	ADJUST MANHOLES	(1.00)	EA	\$ 500.00 \$ (500.00)
9	A 025	CONCRETE PIPE CULVERT 18"	(110.00)	LF	\$ 193.00 \$ (21,230.00)
10	A 026	CONCRETE CURB & GUTTER TYPE F	(346.00)	LF	\$ 15.00 \$ (5,190.00)
11	A 027	TRAFFIC SEPERATOR CONCRETE TYP E IV, Option II 6' WIDE	(46.00)	LF	\$ 65.00 \$ (2,990.00)
12	A 029	ADA RAMPS	(1.00)	EA	\$ 400.00 \$ (400.00)
13	A 030	CONCRETE SIDEWALK 4" THICK	(30.00)	SY	\$ 40.00 \$ (1,200.00)
14	A 031	CONCRETE SIDEWALK 6" THICK CURB RAMPAT CURB RETURN	(6.00)	SY	\$ 80.00 \$ (480.00)
15	A 036	ADJUST VALVE BOX (INCLUDING CONCRETE COLLAR)	(1.00)	EA	\$ 650.00 \$ (650.00)
16	B 008	THERMOPLASTIC WHITE SOLID FOR STOP LINE AND CROSSWALK 24"	(11.00)	LF	\$ 4.40 \$ (48.40)
17	B 010	THERMOPLASTIC ARROWS (INCLUDING U-TURN AND MERGE ARROW)	(3.00)	EA	\$ 94.00 \$ (282.00)
18	B 014	THERMOPLASTIC STD OTHER SURFACES WHITE SOLDI 6"	(0.09)	NM	\$ 5,200.00 \$ (468.00)
19	B 019	THERMOPLASTIC STD WHITE GUIDELINE 6" 2/4	(0.037)	GM	\$ 1,310.00 \$ (48.47)
20	C 001	TRAFFIC SIGNAL F&I ALUM 3 SEC1 WAY INCLUD BACKPLATES	(1.00)	AS	\$ 1,070.00 \$ (1,070.00)
21	C 003	SINGLE POST SIGN, RELOCATE	(1.00)	AS	\$ 173.00 \$ (173.00)
22	CO # 3	CHANGE ORDER 3 WM DEFLECTION AT FIRE STATION K-001 TO K019	(1.00)	LS	\$ 264,403.80 \$ (264,403.80)
23	M 004	TYPE SP STRUCTURAL COURSE (1.5") (TRAFFIC LEVEL C)	(24.00)	TN	\$ 20.52 \$ (492.48)
24	M 007	CONCRETE CURB & GUTTER TYPE F	(346.00)	LF	\$ 3.89 \$ (1,345.94)
25	M 008	TRAFFIC SEPERATOR CONCRETE - TYPE IV , OPTION II, 6' WIDE	(46.00)	LF	\$ 11.00 \$ (506.00)
26	M 010	CONCRETE SIDEWALK (4" THICK)	(30.00)	SY	\$ 7.73 \$ (231.90)
				CREDITS Sub Total:	\$ (336,823.74)
		DEBITS			

	A 011	MILL EXISTING ASPHALT PAVEMENT (1" AVG)	16,192.00	SY	\$	4.00	\$	64,768.00
	A 013	STRUCTURAL OVERBUILD (SP)	1,909.15	TN	\$	128.00	\$	244,371.20
	A 014	ASPHALTIC CONCRETE FRICTION COURSE FC-9.5 (1")	583.97	TN	\$	145.50	\$	84,967.64
	A 034	SOD BAHIA	3,656.00	SY	\$	2.65	\$	9,688.40
	A 035	SOD FLORTAM	1,958.00	SY	\$	4.50	\$	8,811.00
	M 005	STRUCTURAL OVERBUILD (SP)	1,909.15	TN	\$	22.68	\$	43,299.52
	M 006	ASPHALTIC CONCRETE FRICTION	583.97	TN	\$	37.80	\$	22,074.07
						DEBITS Sub Total:	\$	477,979.82
						Credits Total	\$	(336,823.74)
						Debits Total	\$	477,979.82
						Grand Total	\$	141,156.08



HSQ GROUP, LLC
Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
(561) 392-0221 Phone • (561) 392-6458 Fax

April 22, 2025

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

Supplemental Agreement 18

Re: **NORTH LAKE BLVD**
Phase I from west of Coconut Blvd to east of Coconut Blvd
Phase II from the entrance to Avenir to west of SR 7
Post Design Services / CEI (ADDITIONAL WORK TO SA 14)

Dear Ms. Cepero:

The purpose of this Supplemental Agreement is to recover the additional time and involvement of HSQ Group, LLC in the CEI services related to the referenced project.

The supplemental agreement related to the original CEI services was based on 18 months for phase I and II period starting July 1, 2023.

As of the date of this SA 18, the project has not been completed. We understand that the project will be closed and certified to the County by June 2025. However, this SA 18 will cover the period from the end of the contract time which is from January 1, 2025 to May 1, 2025 a total of 4 months. The additional services were spread over the original CEI scope more or less as listed below.

- 1- Hold/attend meetings with the contractor.
- 2- Answer RFI's
- 3- Field inspections.
- 4- Hold conference calls with owner, contractor and county.
- 5- Review and approve shop drawings i.e. asphalt mixes, concrete mixes, limerock, drainage items, conduits etc.
- 6- Review and approve monthly pay requests along with construction schedule and progress.
- 7- Review and approve as built provided by the contractor.
- 8- Final walk thru and punch list.
- 9- Monitor contractor's work and assure that the contractor is conducting inspection, preparing report, and monitoring stormwater pollution prevention measures associated with the project.

10- Analyze and help in solving any issues that may arise during construction

11- Review work zone traffic control plan implementation and inspection

The original SA 14 services were based on \$21,944 per month.

Therefore, this SA 18 total = \$21,944 x 4 = \$87,776

Acceptance of Proposal:

By: **HSQ Group, Inc.**

Signed: Nour Shehadeh

Name: Nour Shehadeh, PE

Title: Vice President

Date: April 22, 2025

By: **Avenir Community Development District**

Signed: Virginia Cepero

Name: Virginia Cepero

Title:

Date: 5/28/25

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To: Avenir Community Development District	Contact: Manny Mato
Address: 2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone: Fax:
Project Name: Avenir - Add Street Blades On Spine Roads	Bid Number: Change Order
Project Location: Palm Beach Gardens	Bid Date: 04/03/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Single - Double Sided Street Signs Mounted On A 4"x4" Powder Coated Black Pole W/cap	22.00	EACH	\$1,400.00	\$30,800.00

Total Bid Price: \$30,800.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this this 9 day of June 9, 2025 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 **H AND J CONTRACTING, INC.**, a Florida corporation (herein called "Contractor") whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a "Party" and together "Parties"):

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 SPINE ROAD PHASE FOUR – PAVEMENT TOP LIFT PHASE ONE

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

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

Owner_____ Contractor_____

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 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 Sixty Two Thousand Nine Hundred Seventy Nine Dollars and Seventy Five Cents (\$62,979.75) and 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" or 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 25th 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 30 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

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

Owner_____ Contractor_____

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

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

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

- 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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,

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

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 Contract, 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.

Owner_____ Contractor_____

- 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.
- 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

Owner_____ Contractor_____

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Attn: Jeremy Rury, Vice President

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

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

- P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming 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.

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

(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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner_____ Contractor_____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Owner_____ Contractor_____

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

WITNESSES:

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

Print Name: _____

By: _____

Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR

H AND J CONTRACTING, INC., a Florida corporation

Print Name: _____

By: _____

Name: Jeremy Rury
Vice President

Dated: _____

Print Name: _____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

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

- Install final lift of asphalt on Avenir Spine Road Phase 4 from Station 94+00 to Station 116+42.
- Install thermoplastic pavement markings.
- Install decorative signage.

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 inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Centerline Utilities, Inc.	Contact:	Randy Stringer
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine Road Phase 4- Top Lift For School-Cost Escalations	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	06/02/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100		Mobilization	1.00	LS	\$3,500.00	\$3,500.00
105		MOT	1.00	LS	\$5,000.00	\$5,000.00
120		1" Asphalt Top Lift Type SP	16,829.00	SY	\$2.75	\$46,279.75
153		Thermoplastic Striping Allowance	1.00	LS	\$4,200.00	\$4,200.00
154		Green Colored Pavement At Bike Lanes Allowance	1.00	LS	\$4,500.00	\$4,500.00
155		Street Signage Allowance (Decorative W/ Channel Post)	1.00	LS	\$4,000.00	\$4,000.00

Total Bid Price: ~~\$67,479.75~~

Notes:

- This proposal is based on plans and specifications prepared by Ballbe & Associates entitled Avenir Spine Road - Phase 4 issued 8/9/2022, With revision through 10/25/2022, and subject to the following provisions:
- Limits of top lift based on engineers direction.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Howell V. Long III
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ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Spine Road Phase 4 – Roadway Plans prepared by Ballbe & Associates, inc., Project Number 202021, Dated 10/25/2022.

Avenir Spine Road Phase 4 – Pavement Markings and Signage Plan prepared by Ballbe & Associates, inc., Project Number 202021, Dated 5/04/2025.



ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

January 14th, 2025

Between: Avenir Community Development District Via E-Mail: jpierman@sdsinc.org
Attn: Jason Pierman, District Manager mmato@waterstonebuilders.com
2501A Burns Road dlopez@waterstonebuilders.com
Palm Beach Gardens, Florida 33410 vc@landstardevelopment.com

And: Randall E. Stofft Architects, P.A. | 42 N. Swinton Avenue | Delray Beach, FL 33444

(Hereinafter referred to as ARCHITECT)

Re: Re-design Panther National Parkway Entry Feature located at the intersection of Northlake Blvd. & Panther National Boulevard, Palm Beach Gardens, Florida.

Dear Mr. Pierman,

Thank you for considering Randall Stofft Architects for your project. Please read through this document thoroughly and should you have any queries, please contact us prior to signing.

If you find these conditions acceptable, please sign the fee proposal in the relevant places and at the bottom of each page and return via email, or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.

We look forward to a happy relationship during this exciting project.

Kind regards,

Randall E. Stofft, AIA
Principal Architect

Don Durante
Senior Project Manager

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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SCOPE OF ARCHITECTS BASIC SERVICES

Architect's Basic Services consist of those described under the phases identified below and any other services identified in this Agreement.

PRELIMINARY PHASE

Architect shall review the requirements of the Client for the Project and based on these requirements, the Architect will prepare a hand rendered preliminary schematic design consisting and a site plan, floor plan, and front elevation.

DESIGN DEVELOPMENT PHASE

Architect shall provide Design Development documents based on the approved Preliminary Design Presentation documents. The Design Development documents shall include computer generated (CAD) site plan*, floor plans, and front elevation.

Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be considered Additional Services and will be billed at the hourly rates listed at the end of this document.

** If applicable, hardscape layout (water features, sidewalks, roadways, etc....) is conceptual only and to be further developed by other consultants.*

SITE PLAN SUBMITTAL PHASE

Architect shall provide approved Design Development documents and Material/Sample Board to Land Planner for Site Plan Submittal Package to City of Palm Beach Gardens and address comments generated by staff.

CONSTRUCTION DOCUMENTS PHASE

Based on the approved Design Development Documents the Architect shall prepare complete Construction Documents necessary to obtain a building permit and construct the project. Said documents and services will include the following:

- Site Plan
- Floor Plans
- Exterior Elevations
- Feature Sections
- Exterior Details
- Typical Construction Details
- Exterior Specifications

RANDALL STOFFT ARCHITECTS AA0003379

ADDRESS 42 N. SWINTON AVE, DELRAY BEACH, FL. PHONE 561 243 0799 WEBSITE WWW.STOFFT.COM

RANDALL E. STOFFT, AIA PR ARCH

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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PERMIT PROCESSING PHASE

Upon completion of the Construction Documents, Architect shall assist Client in making application for the Building Permit by providing clarification of the plans and or revisions required by government Agencies Having Jurisdiction (AHJ).

CONSTRUCTION PHASE (SITE VISITS & ADMINISTRATIVE) *

The Architect/Project Manager, as an optional additional service, shall visit the Project at appropriate phases of construction to become generally familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work when completed will be in accordance with the intent of the construction documents. However, the Architect shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work.

The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work as these are solely the Contractor's rights and responsibilities under the Construction Documents.

The services during this phase shall include providing clarifications to the construction documents (RFI'S) arising out of the normal process of pre-construction, construction and the review of shop drawings, approval of construction draws as required.

****Should you require that we perform Construction Administration, a separate Construction Administration Agreement will be generated according to the terms outlined above.***

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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ADDITIONAL SERVICES

Services rendered that are not part of those Basic Services described herein shall be provided only after instruction and authorization by Client and shall be paid for by Client in addition to the compensation for Basic Services. Fees for these services, if billed as a reimbursable, will include a 25% coordination fee. Additional services shall include, but not be limited to, providing other services not included as part of Basic Services as follows:

- Pool/ Fountain Design & Engineering
- Civil Engineering
- Coastal Engineering
- As-Built - Renovations that require additional verification will be billed at hourly rate.
* Client will be informed if As-Built are required.
- Professional Architectural 2d / 3d Renderings and Models
- Landscape/Irrigation
- Audio/ Visual Consultant
- Lighting Consultant
- Waterproofing Consultant
- Site Meetings, Meeting time out of office, Meeting in office after completion of Design Development phase.
- Attending Architectural Review Board Meetings, Zoning and City Council Meetings, Public Hearings, Dispute Resolution Proceeding or Legal Proceedings.
- Revisions to the Construction Documents due to:
 - a) Adjustments to program, budget, or previous approvals/instructions by Client.
 - b) Enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.
 - c) Client's failure to render decisions in a timely manner.

CLIENT RESPONSIBILITIES

The Client shall provide the Architect with the following information and or services with reference to the requirements of the project when applicable:

- Program and schedule with reference to Client's objective
- Constraints and criteria
- Space requirements and relationships
- Site requirements
- Survey (current), recent soil report, and or a Boundary, Tree and Topographical Survey- if deemed necessary by the Architect. Architect shall be entitled to rely upon the accuracy and completeness of any and all documents provided by Client.
- Copy of deed restrictions, community/architectural review board rules and regulations.

RANDALL STOFFT ARCHITECTS AAD003379

ADDRESS 42 N. SWINTON AVE, DELRAY BEACH, FL. PHONE 561 243 0799 WEBSITE WWW.STOFFT.COM

RANDALL E. STOFFT, AIA PR ARCH

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Scope of Architect's Basic Services and include expenses incurred by Architect and Architect's employees and consultants directly related to the Project as identified below.

- Reproduction of documents - All reproduction fees can be charged to Clients printing services account if established. If no account is established, prints will be billed to client.
- Express postage & delivery charges and courier services incurred by Client or on their behalf- Fed Ex charges will be billed to client. Additional charges will apply for international delivery, Saturday delivery, distances, and weight not consistent with regular fees.

ARCHITECT BASIC SERVICES FEE

Site Plan Submittal Package to the City of Palm Beach Gardens.....\$11,000.00
(Includes 3D renderings as part of submittal package)

Architectural Design Development & Construction Documents.....\$8,000.00

*ENGINEERING FEES

Structural & Aquatic Engineering.....\$32,000.00

****Does not include Structural Engineer site visits and reimbursables**

Electrical & Plumbing.....\$5,000.00

****Does not include Electrical & Plumbing Engineer site visits and reimbursables**

Structural & MEP Engineering will be billed in FULL at 50% completion of Construction Documents. Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.

*****Consultants hired by client directly will incur an hourly fee of \$300.00 per hour for any coordination done by the project architect. (ie: engineers, interior designers etc.)**

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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PAYMENT SCHEDULE - Architectural Design & Construction Documents Fee

Project Stage	Architects Fee
Retainer/Conceptual An architectural retainer is required for Preliminary Presentations with no obligation to proceed with Design Development. When the project proceeds to Design development, the retainer will be applied towards the architectural fee.	\$3,000.00
Design Development: Presentation of site plan and floor plan in CAD **	\$1,000.00
50% Construction Documents: All elevations in CAD	\$2,500.00
Site Plan Submittal Package to Palm Beach Gardens (Includes 3d Renderings, Site Plan, Floor Plan, Elevations, and Material Board)	\$11,000.00
<i>Engineering will be commenced.</i> <i>Structural, Aquatic, & MEP Engineering will be billed in full at 50% completion of Construction Documents. Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.</i>	\$37,000.00 *(see Engineering Fees above)
75% Construction Documents	\$1,000.00
Final Construction Documents	\$500.00
Total Architectural & Engineering Fee	\$56,000.00

****Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be considered Additional Services and will be billed at the hourly rates listed at the end of this document.**

PAYMENT CONDITIONS

- Invoices will be issued after the completion of each stage, payable on presentation of invoice. We allow 14 days in which to settle the outstanding amount from date of invoice.
- Should there be a query on a particular invoice please raise this prior to the invoice becoming overdue.
- Randall Stofft Architects reserves the right to cease work on a project and/or terminate the contract should there be a delay in payment. Payment for subsequent stages may also be requested in advance. Work on overdue accounts may be suspended without notice at the sole discretion of Randall Stofft Architects.
- Randall Stofft Architects shall not be responsible for any delays caused by late payments, nor for any damages arising therefrom.
- Interest on overdue accounts shall be charged at prime + 2% from the date payment is due. Should legal action be necessary, all legal costs incurred in recovering debts which include attorney/client and attorney/attorney costs, will be for the client's account.
- Invoices will be issued after the completion of each stage.

RANDALL STOFFT ARCHITECTS AA0003379

ADDRESS 42 N. SWINTON AVE, DELRAY BEACH, FL. PHONE 561 243 0799 WEBSITE WWW.STOFFT.COM

RANDALL E. STOFFT, AIA PR ARCH

Panther National Entry Feature

Project Address: Panther National Boulevard, Palm Beach Gardens, Florida, 33418

January 14th, 2025

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- We accept cash, check, wire & credit card payments. Credit card payments are accepted however they will incur a 4% courtesy charge. Should you need wire or credit card information please call or email us at accounting@stofft.com

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon not less than five days written notice (return receipt requested) with or without cause. In the event of termination of the Agreement or suspension of the Project, the Architect shall be compensated for all services performed prior to termination including reimbursable expenses.

The Client shall within five (5) calendar days of termination pay the Architect for all services rendered and all costs incurred, whether invoiced or not, up to the date of termination, plus 7.5% of that figure as an administration fee for works complete at that time.

OWNERSHIP OF DOCUMENTS

Randall Stofft Architects shall be deemed the author of all documents prepared for this Project and shall retain ownership of all original documents as well as all common law, statutory and other reserved rights, including the copyright to same. Copies of the drawings retained by the Client may be utilized only for his use and for occupying the project for which they were prepared and not for the construction of any other projects.

Additional Services and Reimbursable Expenses will be invoiced at intervals commensurate with their occurrence and are due upon receipt.

Payments are due upon receipt and payable within 14 days from date of invoice. Any amount unpaid after 30 days shall bear an interest rate of 2% per month from the date the payment is due. The Client shall pay for all expenses incurred in connection with the collection of overdue amounts including attorney fees and out of pocket expenses. No deduction shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of cost changes in the Work, other than those for which Architect has been judged liable. Architect shall reserve the right to discontinue services on all past due accounts should Client fail to substantially perform in accordance with the terms of this Agreement.



Panther National Entry Feature

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January 14th, 2025

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Any additional work requested by the Client that alters the scope of work as outlined in this agreement will be considered Additional Services and will be billed at an hourly rate as follows:

Principal	\$400.00
Project Architect/Sr. Project Manager	\$300.00
Drafter	\$150.00

We look forward to working with you and ask that you please indicate your acceptance of the terms and conditions as outlined above by signing below.

Randall E. Stofft, AIA
President

Client: 

~~Jason Pierman, District Manager~~
Avenir Community Development District

Virginia Cepero

Date: 6/12/25

Future Horizons, Inc

403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

INVOICE

Invoice Number: 88733
Invoice Date: Mar 27, 2025
Page: 1

Bill To:

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

Ship to:

Avenir Development
2501A Burns Road
Palm Bch Gardens, FL 33410

Customer ID	Customer PO	Payment Terms	
Avenir01	Per Quote	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Blackburn04	Hand Deliver		4/26/25

Quantity	Item	Description	Unit Price	Amount
2.00	Aerator Service	ATTN: JASON PIERMAN AND KEITH O'BRIAN RE: INSTALL TWO (2) NEW FOUNTAINS IN LAKE AT ROUNDABOUT, 140TH AND AVENIR BLVD. 5hp 480v 3ph Sunburst aerator by Otterbine Barebo w/450' cable and 450' underwater cable	11,483.78	22,967.56
2.00		4-light LED light set by Otterbine Barebo w/450' cable and 450' underwater cable	3,725.55	7,451.10
1.00		Electrical installation with trenching	25,269.60	25,269.60
1.00		In-water Installation	2,000.00	2,000.00
		Subtotal	57,688.26	
		Sales Tax		
		Freight	800.00	
		Total Invoice Amount	58,488.26	
Check/Credit Memo No:		Payment/Credit Applied		
		TOTAL	58,488.26	

Overdue invoices are subject to finance charges.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this this 9 day of June 9, 2025 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 **H AND J CONTRACTING, INC.**, a Florida corporation (herein called "Contractor") whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a "Party" and together "Parties"):

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 N-1 CONSERVATION AREA ADJACENT TO POD 16 FILL PLACEMENT

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

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

Owner_____ Contractor_____

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 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 **FIFTY FIVE THOUSAND, EIGHT HUNDRED FORTY DOLLARS AND NO CENTS (55,840.00)** and 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" or 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 25th 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 30 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

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

Owner_____ Contractor_____

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

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

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

- 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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,

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

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 Contract, 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.

Owner_____ Contractor_____

- 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.
- 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

Owner_____ Contractor_____

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Attn: Jeremy Rury, Vice President

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

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

- P. **PAYMENT AND PERFORMANCE BOND:** If required, the Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming 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.

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

(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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner_____ Contractor_____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Owner_____ Contractor_____

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

WITNESSES:

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

Print Name: _____

By: _____

Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR

H AND J CONTRACTING, INC., a Florida corporation

Print Name: _____

By: _____

Name: Jeremy Rury
Vice President

Dated: _____

Print Name: _____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

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

- Fill the mitigation area west of the Pod 16 buffer to an average elevation of 19.00 to 19.50 NAVD (20.5 to 21.0 NGVD).
- Surveying and asbuilts.
- Machine grade work area.

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 inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Development, LLC	Contact:	Carlos Ballbe
Address:	550 Biltmore Way, Suite 1110 Coral Gables, FL 33134	Phone:	
		Fax:	
Project Name:	Avenir N1 Fill At Pod 16	Bid Number:	069-25
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	06/10/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Mobilization	1.00	LS	\$1,500.00	\$1,500.00
	101	Construction Layout And As-Built Survey	1.00	LS	\$5,000.00	\$5,000.00
	120	Import Fill From Existing Stockpile, Place And Compact To Raise Grade To Average Elevation Of 19.25'	8,200.00	CYT	\$5.20	\$42,640.00
	130	Machine Grade Work Area	1.00	LS	\$6,700.00	\$6,700.00

Total Bid Price: **\$55,840.00**

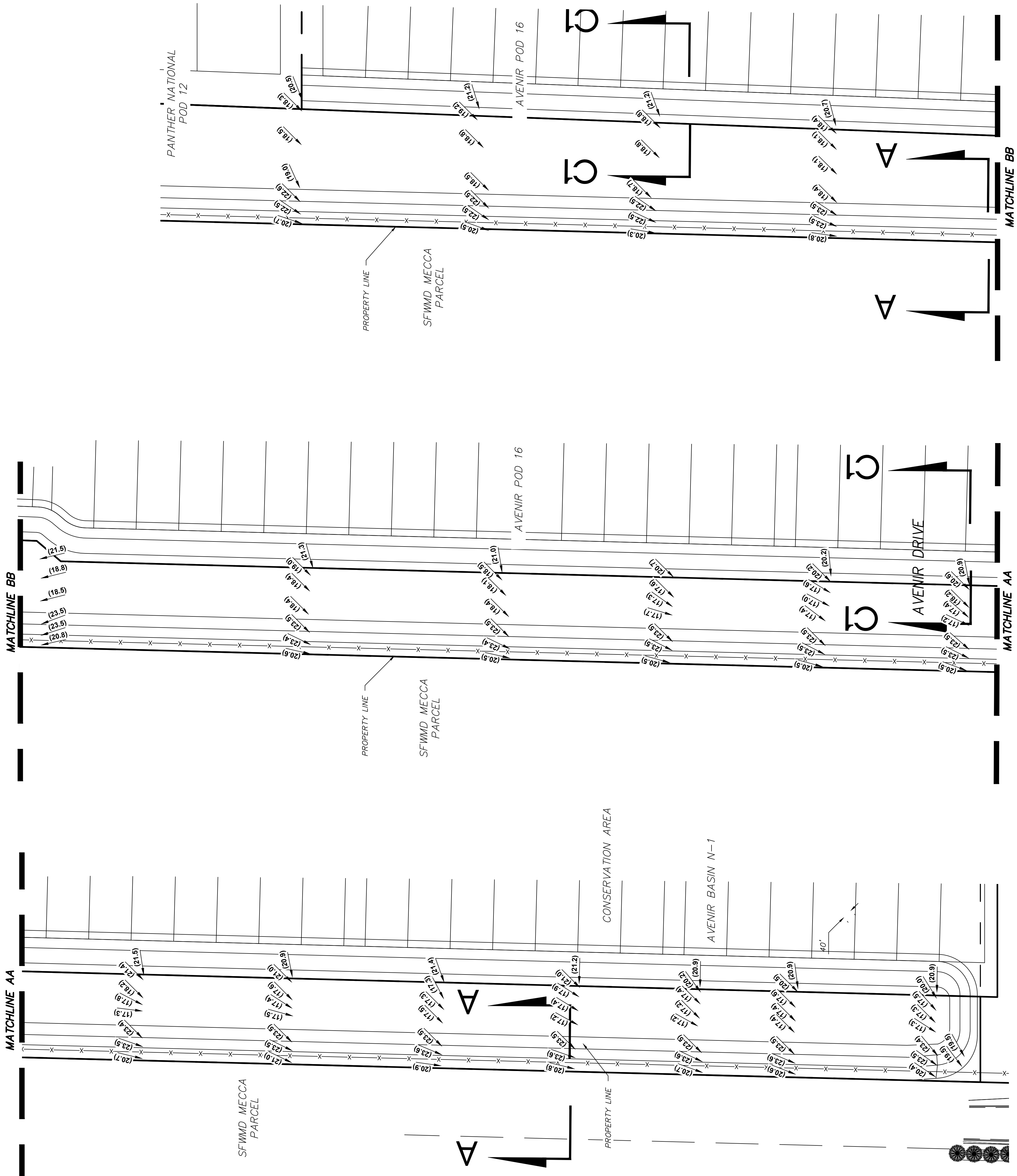
Notes:

- Terms and conditions per existing contract.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting, Inc. Authorized Signature: _____ Estimator: Howell V. Long III
---	---

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

See attached.



CERTIFICATION
I HEREBY CERTIFY THAT THE ATTACHED PAVING, GRADING
AND DRAINAGE ASBLUTS ON THE HEREON DELINEATED
PROPERTY ARE TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF AS SURVEYED IN JANUARY, 2025.

OWEN M. RIGGS P.S.M. REG.
LAND SURVEYOR, #6967
STATE OF FLORIDA, LB #3591

THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY CARLOS J. BALLBE ON THE DATE
ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

Engineer of Record: 01/27/2025

Sheet Number: WEST OF POI

Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

PERIMETER BERM PLAN

AVENIR BASINS N-1 AND N-2
AVENIR COMMUNITY DEVELOPMENT DISTRICT

**2737 Northeast 30th Place
Fort Lauderdale, Florida 33306
Phone: (954) 491-7811
Authorization No. CA-26426**

[illegible]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this this 9 day of June 9, 2025 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 **H AND J CONTRACTING, INC.**, a Florida corporation (herein called "Contractor") whose address is 3160 Fairlane Farms Road, Wellington, FL 33414, agree as follows (each a "Party" and together "Parties"):

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 SPINE ROAD FIVE – BENCHES, WASTE RECEPTACLES, SIGNS AND IRRIGATION PUMP

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

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

Owner_____ Contractor_____

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 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 **SEVENTY FIVE THOUSAND NINE HUNDRED TWENTY TWO HUNDRED DOLLARS AND FIFTY FOUR CENTS (\$75,922.54)** and 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" or 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 25th 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 30 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

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

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

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

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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 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.

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- 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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,

Owner_____ Contractor_____

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.

- 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

Owner_____ Contractor_____

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 Contract, 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.

Owner_____ Contractor_____

- 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.
- 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

Owner_____ Contractor_____

To Contractor: **H AND J CONTRACTING, INC.**
3160 Fairlane Farms Road
Wellington, FL 33414
Attn: Jeremy Rury, Vice President

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

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

- P. **PAYMENT AND PERFORMANCE BOND:** The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming 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.

Owner_____ Contractor_____

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 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.

Owner_____ Contractor_____

(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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

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alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Owner_____ Contractor_____

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

WITNESSES:

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

Print Name: _____

By: _____

Name: Virginia Cepero, Chairperson
Board of Supervisors

Dated: _____

Print Name: _____

CONTRACTOR

H AND J CONTRACTING, INC., a Florida corporation

Print Name: _____

By: _____

Name: Jeremy Rury
Vice President

Dated: _____

Print Name: _____

Owner_____ Contractor_____

ATTACHMENT "A"
SCOPE OF WORK

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

- Install bench pads, receptacles, benches.
- Signs.
- Irrigation pump slab and fence

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 inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Centerline Utilities, Inc.	Contact:	Evan Kobida
Address:	2180 SW Poma Drive Palm City, FL 34990	Phone:	561-689-3917
		Fax:	561-689-0017
Project Name:	Avenir Spine Phase 5-Benches And Waste Receptacles-REV 2	Bid Number:	Change Order
Project Location:	Northlake Blvd, Palm Beach Gardens, FL	Bid Date:	03/18/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Steel Bench	8.00	EACH	\$3,450.00	\$27,600.00
	105	36 Gallon Trash Receptacle	6.00	EACH	\$3,250.00	\$19,500.00
	110	Freight	1.00	LS	\$3,657.00	\$3,657.00
	115	4" CONCRETE BENCH PAD	8.00	EACH	\$341.25	\$2,730.00
	120	4" CONCRETE WASTE RECEPTICLE PAD	6.00	EACH	\$243.75	\$1,462.50
	125	INSTALL BENCHES	8.00	EACH	\$258.38	\$2,067.04
	130	INSTALL WASTE RECEPTICLES	6.00	EACH	\$78.00	\$468.00

Total Bid Price: \$57,484.54

Notes:

- Bench Description: Production Series Contoured All-Steel Bench
PRS-127 Components
6-Ft Scrolled Steel Slats
Bolt On Attachment
Hot Dip Galvanizing
(1) Intermediate Armrest(s)
Black
- Waste Receptacle Description: Steelsites Series 36-Gallon Side-Door Recycling Receptacle RSDC-36 Components
36-Gallon Half-Moon Liner (Pair)
ABS Bottom Plate Cover w/Divider
Black
DSP-32B Solid Convex Lid w/Divider
Lid - Black
Latch
Hot Dip Galvanizing

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Howell V. Long III
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H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir-Spine 5 Added Signs	Bid Number:	Change Order
Project Location:	Palm Beach Gardens	Bid Date:	04/02/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Nondecorative Case II	4.00	EACH	\$336.00	\$1,344.00
2	Nondecorative R4-7	1.00	EACH	\$384.00	\$384.00

Total Bid Price: \$1,728.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	Contact:	Manny Mato
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
		Fax:	
Project Name:	Avenir Spine Road Phase 5	Bid Number:	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	Bid Date:	04/16/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	LS	\$900.00	\$900.00
105	Prep For Slab	1.00	LS	\$1,500.00	\$1,500.00
110	Geotechnical Testing	1.00	LS	\$800.00	\$800.00
115	Black 10' X 30' -6' Fence Enclosure With A 8' Wide Gate	1.00	LS	\$9,300.00	\$9,300.00
120	4" Concrete Slab	280.00	SF	\$12.00	\$3,360.00
125	Concrete Pump	1.00	LS	\$850.00	\$850.00

Total Bid Price: \$16,710.00

Notes:

- Based on Client Direction.
- The prices included herein do not include cost of payment and performance bonds, permits or engineering.
- The prices quoted herein include 1 mobilization(s). Additional mobilizations will be billed at \$1,500.00 ea.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting. Inc. Authorized Signature: _____ Estimator: Franz Favre franz.favre@hjcontracting.com
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ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Spine Road Phase 5 – Roadway Plans prepared by Ballbe & Associates, inc., Project Number 202119, Dated 3/3/2023.

Panther National Boulevard (Spine Road #8) Streetscape Landscape Plans – Phase 5 prepared by Urban Design Studio.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" of "Contract") made this 6 day of May, 2025 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 **AQUA ESCAPES, INC.**, a Florida corporation (herein called "Contractor") whose address is 4303 SW High Meadow Ave – Bldg B, Lake Worth, 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 POD – 18 Entry Feature Shell for Fountains (The Project)

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "D" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and 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, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Contract Documents
See Attachment "D" – Plans and Specifications

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 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 EIGHTY-FIVE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$285,334.85) 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" or 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 25th 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.

- 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.

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 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 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 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. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- 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 latter 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.

- 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 Contract, 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.
- 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: **AQUA ESCAPES, INC.**
4303 SW High Meadow Ave – Bldg B
Lake Worth, FL 34990
Attn: Michael McKenzie (Owner)

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 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 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: BBARBA@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 Owner may immediately terminate this Agreement for cause if the Contractor is found to have (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: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

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

WITNESSES:

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

By: _____

Print Name: _____

Name & Title: _____
Board of Supervisors

Dated: _____

Print Name: _____

WITNESSES:

CONTRACTOR:

AQUA ESCAPES, INC.,
a Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Dated: _____

Print Name: _____

ATTACHMENT "A"

SCOPE OF WORK

GENERAL INFORMATION:

Supply, deliver, and construct the shell for a series of entry fountains including labor and materials. All work shall be completed in a first-class workmanship manner. All work shall be completed as per all applicable codes, laws, and regulations.

MEDIAN ENTRY FOUNTAIN (14' X 31'4")

ENGINEERING & PERMITTING

- Provide engineered fountain drawings based on KWD drawings dated 1.16.25
- All aspects of the permit process are included in the proposal

SITEWORK

- Locate all underground utility lines
- Excavate the area of fountain construction and drop dirt to be utilized for backfill and grading
- Includes compaction of the area of excavation and a compaction test
- Includes backfill and grading according to plans
- **Exclusions**
 - 4" drain line to equipment pad by others

FORM AND REBAR

- Form & install rebar according to engineer drawings

GUNITE

- Guniting fountain structure according to engineer drawings

LIGHTS

- Includes (16) Pentair 15W White LED Lights 100 ft cord
- Includes (16) Guniting Niches
- Includes (3) 300 W Transformer
- Includes Installation of (16) lights

EXCLUSIONS

- Electric supply to panel by others
- Electric panel and breakers by others
- All pipe-sleeving by others
- Survey pins provided by others
- Sign Lettering by others

- All fountain finishes by others

FOUNTAIN PRICING

The total price for the construction of the 14' by 31'4" Median Fountain is \$80,318.85 (Eighty Thousand Three Hundred Eighteen dollars and 85/100)

LINEAR ENTRY FOUNTAIN (50' FOUNTAIN WITH 5 CASCADE JETS) INFORMATION BELOW IS FOR SINGLE FOUNTAIN

ENGINEERING & PERMITTING

- Provide engineered fountain drawings based on KWD renderings
- All aspects of the permit process are included in the proposal

SITework

- Locate all underground utility lines
- Excavate the area of fountain construction and drop dirt to be utilized for backfill and grading
- Includes compaction of the area of excavation and a compaction test
- Includes backfill and grading according to plans

FORM AND REBAR

- Form & install rebar according to engineer drawings

GUNITE

- Guniting fountain structure according to engineer drawings

ELECTRICAL

- Install electrical conduit from the equipment pad to the fountain light locations
- Install junction boxes for lights
- Install bond wire
- Includes electrical connections to the lights and equipment
- **Exclusions**
 - Electric supply to panel by others
 - Electric Panel by others

LIGHTS

- Includes (14) Pentair 15W White LED lights 150 ft cord
- Includes (14) Guniting Niches
- Includes (3) 300 W Transformer
- Includes installation of (14) lights
- Includes (5) lights on cascade jets

EXCLUSIONS

- Electric supply to panel by others
- Electric panel and breakers by others
- All pipe-sleeving by others
- Survey pins provided by others
- Stucco & Paint by others
- All fountain finishes by others

FOUNTAIN PRICING

The total price for the construction of two 50 ft Fountains with cascade jets is \$205,016.00 (Two Hundred Five Thousand Sixteen dollars and 00/100)

WARRANTY

Aqua Escapes gives a one (1) year warranty on workmanship, manufacturer's warranty on equipment, and a lifetime warranty on the structure of the fountain

CONTRACT PRICING

The total construction project price below is to build all three fountains and includes all the insurance necessary for this project.

The proposal is based on drawings from KWD dated 1.16.25.

The total price for the completion of all three fountains is \$285,334.85 (Two Hundred Eighty-Five Thousand Three Hundred Thirty-Four Dollars and 85/100).

ATTACHMENT "B"
SCHEDULE OF VALUES

14' by 31'4" Median Fountain	\$80,318.85
Two 50 ft Fountains with cascade jets	\$205,016.00
The total price for the completion of all three fountains is	\$285,334.85

ATTACHMENT "C"
CONTRACT DOCUMENTS

NOT APPLICABLE

ATTACHMENT "D"
PLANS AND SPECIFICATIONS



*Monthly Managers Report
June 26, 2025*

Date of Report: 6/17/2025

Submitted by: Richard Salvatore

○ **Completed Tasks**

- 2025 CDD Handbook has been submitted for review/revisions/approval
- Children's Summer camp is ongoing through the Month's of June & July

○ **Ongoing Tasks**

- A leak in the condenser coil for the event hall HVAC RTU was identified.
 - Unit is currently running on 50% Capacity
 - **Replacement condenser coil ordered 6/16/25**
 - **Awaiting ETA from Vendor**
 - **~ \$9,850 for all material and Labor**
- Awaiting proposals on a potential sale of the large "Avenir" cart
 - Additionally, awaiting proposals for an additional cart, to allow for simultaneous maintenance use and tennis court maintenance use.
- Awaiting the arrival and installation of the attached playground shade, which was damaged during the hurricane/tornado.
 - Payment made; shade ordered on 4/22.
 - ETA – 8 Weeks
 - **Vendor contacted most recently on 6/16, stated they are still awaiting arrival from manufacturer.**
- Working with "BeanBot" to offer residents an all-in-one, self-paid, coffee vending machine option.
 - Machine is purchased and placed by vendor
 - Maintained by vendor
 - 15% profit share

○ **Future Items / Items For Consideration**

- Proposal from automatic access to add an additional Access Control touch point on the clubhouse front door, increasing the security and potentially eliminating the need for late night staffing, and/or allowing for later clubhouse access "after hours".
 - **~ \$4,058 for all material and Labor**
- Proposal from automatic access to add additional security cameras on the exterior of the clubhouse, increasing monitoring and security of amenities.
 - **~ \$21,068 for all material and Labor**



- Proposals for spare pumps for the coconut entry feature have been received. 2 Proposals; 1 for exact matches, 1 for cheaper options with exact same specs and footprint.
 - Exact Matches: **\$13,387** for (4) 3HP Pentair pumps
 - Alternate Option: **\$5,010** for (4) 3HP XtremePower US Pumps
 - ***Per boards recommendation; Working to get a proposal to see if retrofitting is possible, so ALL fountain pumps are the same size/brand for easy stock keeping.***
- Troubleshooting to identify faulty exterior lights has been completed. 27 in total were identified.
 - Quote received from Boston Electric: **\$9,656**
 - ***Pushing until 2025-2026 budget year due to budget constraints.***

Lifestyle Directors Report

Date of Report: 6/17/2025

Submitted by: Patrice Chiaramonte

Memorial Day Pool Party – May 26th | 11:00 AM – 1:00 PM

We had a fantastic time celebrating Memorial Day with our residents! The event featured live bingo, exciting pool games, delicious food trucks, and refreshing beverages, with over 100 attendees. It was a great way to kick off the summer and enjoy time with neighbors and friends.



Father's Day Bay Play – June 7th | 6:00–7:30 PM

Residents celebrated Father's Day early with a fun evening of complimentary Bay Play at The Nest! Each attendee received a bucket of balls on the house, and we welcomed over 50 participants for a great night of golf, laughs, and family fun. Thanks to everyone who joined us to honor all the amazing dads in our community!



Field Operations Manager Report

Date Submitted: 6/17/25

Submitted by: Jorge Rodriguez

Completed Tasks

- Pressure washing of all sidewalks, curbs, playgrounds, and pool deck was completed in the month of May, the weekend of the 24th
 - June's pressure washing to begin the weekend of 6/28 and finish the week there after
- Bi-annual HVAC maintenance has been completed.
- All new dog waste stations have been installed around Avenir CDD property.
- A portable pool/fountain vacuum has been purchased to allow for better maintenance of the fountains.
- Vacuuming of both the Avenir Drive and Coconut Boulevard fountains have been completed.

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 monthly. All the equipment is thoroughly checked and tightened weekly. Inspections are completed daily upon opening.
- 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.



AVENIR COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES HANDBOOK

Adopted January 27, 2022

Revised May 22, 2022

**Jason Pierman
District Manager
2501A Burns Road
Palm Beach Gardens, FL
33410
(561) 630-4922
www.Avenircdd.org**

**Richard Salvatore
General Manager
Avenir CDD
12255 Avenir Drive
Palm Beach Gardens, FL
33412
(561)-284-6138**

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PART 1: Avenir Community Development District
Amenities Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)
Effective Date: January 27, 2022

In accordance with Chapter 190 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following policies to govern the operation of the District’s Amenities. All prior policies of the District governing this subject matter are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these Rules in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Recreation Center
- Banquet Rooms
- Fitness Floor/Center
- Lockers
- Kids’ Room
- Recreation Center Lap Pool
- Recreation Center Beach Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Pickleball Courts
- Playgrounds

“Access Card” – shall mean the identification card issued to Patrons.

“Amenities Rules” or “Rules” – shall mean this document together with the

District's adopted fee/rate schedule, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's adopted fee/rate schedule.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Avenir Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

"Family" – shall mean a group of individuals living under one roof or as head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"General Manager" – shall mean the management company, including its employees, staff, and agents, contracted by the District to manage the Amenities.

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

"Non-Resident" – shall mean any person who does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Renters.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or Family owning property within the District.

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes through an update to the Rules on the District's website. However, in order to permanently change rates or fees beyond the increases specifically allowed for by the District's adopted fee/rate schedule, the Board must hold a duly noticed public hearing on said rates and fees.

The Recreation Center is located at 12255 Avenir Rd., Palm Beach Gardens, FL. The Recreation Center features outdoor patio seating, banquet rooms, a Kids' room, and a fitness floor, along with several District offices.

The Recreation Center also features a beach pool, hot tub, competition pool, and splash pad. The deck contains lounge chairs and umbrellas for Patrons and Guests. The tennis courts are located behind the Recreation Center, which contains 6 clay courts, 2 hard tennis courts, and 6 pickleball courts.

AMENITIES USAGE

Only Patrons and Guests have the right to use the Amenities, provided however that community programming (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenities Rules.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Fees include the annual Operations and Maintenance (O&M) assessments (could vary from year to year) for upkeep and management of the Club improvements and the fixed annual Membership Assessments (to pay Principal and Interest on the Series 2018-3 (Clubhouse Project) Bonds used to finance the Club acquisition).

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of the application. Annual User Fees may be renewed no more than 30 days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. For the period of October 1, 2022 through September 30, 2023, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events. Guest spaces for the pool area are available on a first-come, first-served basis and can be reserved online through Avenir.nabrnetwork.com. Guest attendance can be reserved up to 14 days in advance.

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in upon entry into the Avenir Clubhouse before using the amenities. All Guests will receive a wristband at check-in. Please be aware that if you have not reserved a Guest space for each Guest through the Guest registration system, and if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the amenities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Handbook, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and may result in a loss of Amenity access.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board-approved policies and operating procedures.

As the Patron population grows and demand for facility use increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the Handbook pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include guest capacity, guest hours, and/or fees.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the clubhouse by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the Amenities Rules. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.** Furthermore, by using the public facilities, each Patron hereby grants permission to the District for the use of any and all photos in which Patrons, without limitation, may appear. The usage is inclusive of but not limited to the publication or inclusion in the District's website, brochures, posters, catalogs, handbooks, banners, and broadcast or print advertisements by the District. Patrons and Guests also agree by using the facilities to waive any claim to compensation for use of said photos.

Access Cards. All Patrons will be issued an Access Card at the management office, located at the main lobby of the Clubhouse. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 18 must be accompanied by an adult, 18 and older, at all times.

Patrons must use their Access Cards to gain access to the Amenities. Upon arrival, Patrons must provide their Access Cards to the clubhouse staff located in the main entry of the Clubhouse.

This access Card system prevents non-Patron entry. Unless otherwise stated herein, under no circumstances should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Commercial property owners within the District must contact the Recreation Director in order to obtain their Access Cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the member of the Patron's Family requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year but may be renewed annually by request of the Patron.

Commercial Advertising Policy. The District is a unit of government established for the purposes of operating, owning, maintaining, and providing various capital facilities and services within the District. The District hereby adopts a no commercial advertisements policy. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds, or through other District mediums, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District events. A District event is an event that is held and organized on behalf of the District through the District's employees or General Management company and is officially sponsored, supported, and/or funded through the District, including vendor events facilitated by the District, such as markets or food truck events. The District may at its discretion choose the method of promoting such event, including featuring individual vendors. The three exceptions to this policy are: (1) the District allows advertisements on its leaderboard at the swimming pool, through previously adopted leaderboard advertising guidelines and upon payment to the District for such advertisements; (2) advertisements may be placed solely on the designated community bulletin board in the District's recreation center, which bulletin board may be discontinued at any time, without notice, and which advertisements are removed from time to time to allow others an opportunity to post; and (3) if the District contracts with a third party for the publication of a community newsletter, such third party may permit advertising in the newsletter if authorized to do so by the Board.

COMMUNITY PROGRAMMING

The District is pleased to offer a wide variety of programs and activities designed to meet the needs of Patrons of all ages, interests, and skill levels. District staff are constantly evaluating potential and current program offerings; accordingly, programs may be added or discontinued in the District's sole discretion. The format of each program or activity will be structured to provide participants most effectively with a positive recreational experience of the highest caliber.

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Lifestyle Director. Email blasts are also sent to registered users of the website with up-to-date information on activities.

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at the clubhouse, or, in some cases, online registration may be available. Most programs will require advanced registration (typically, one week prior to the start of a class or event, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, overhead, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenities Manager. Patrons may pay for programs utilizing a check or credit card. The District reserves the right to change its method of payment at any time.

Programs and Activities. All programs and services, including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs, must be conducted through the Lifestyle Director or as directed by the Board. A schedule of activities for the Amenities will be available from the Lifestyle Director.

Athletic Teams. The District may from time to time authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the General Manager for further information.

Cancellation by the District. Patrons will be notified if there is a need to change or cancel a program. If a program is canceled, Patrons will be issued a refund or credit on their account if applicable.

Refunds. Program refunds and credits may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing the Lifestyle Director.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all Amenities Rules.

Hours of Operation. All hours of operation of the Amenities will be established and made available from the Clubhouse Manager and/or posted at the Amenities. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their section herein.

- 1) **Registration and Access Cards.** Each Patron must show an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities and must present their Access Cards upon request by clubhouse staff.
- 2) **Guests.** Guests must be accompanied by a Patron while using the Amenities and must sign in with the clubhouse staff upon entering the Amenities.
- 3) **Minors.** Minors under the age of 13 must be accompanied by an adult, age 18 or older, at all times.
- 4) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants, and shoes to use the Amenities. Bathing suits and wet or bare feet are not allowed indoors, with the exception of the locker room.
- 5) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris. Management has the option to prohibit Patrons from bringing in commercially prepared meals, fast food, and party platters for consumption at the Amenities. This does not include rentals. No person under age 21 may possess an alcoholic beverage of any kind. No hard coolers, no outside food, or glass containers are allowed in the pool, on the pool deck, or in the Clubhouse internal and external seating areas, except as specifically set forth herein.
- 6) **Drugs and Alcohol.** Anyone who appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities. Illegal drug use is prohibited, and violators will be punished to the maximum extent allowed by law.
- 7) **No Smoking.** Smoking, including vapor and electronic devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other

subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the General Manager.

- 8) **Pets.** Pets are not permitted within District buildings or other controlled access amenity facilities with the exception of service dogs as set forth in the District's adopted Service Animal Policy. On all District Amenities, dogs must be leashed. Patrons and guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Patrons maintain sole responsibility for any and all animals of any kind on District property, including but not limited to property damage or damage to persons.
- 9) **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way that blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized, but only as directed by District staff. Off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts are permitted in certain areas of the Amenities if properly licensed for on-road usage and permitted under applicable State and local laws.
- 10) **Skateboards, Etc.** Use of bicycles, skateboards, rollerblades, and other similar use is limited to designated outdoor areas only.
- 11) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
- 12) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- 13) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 14) **Profanity.** Loud, profane, or abusive language is prohibited.
- 15) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- 16) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- 17) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and guests are encouraged to let the staff know if an area of the Amenities, or a piece of equipment, is in need of cleaning or maintenance.
- 18) **Littering.** Patrons and guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 19) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Please see the Commercial Advertising Policy contained within these Rules. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted within the Amenities unless such materials are a result of a sponsorship package approved by management. Please contact the General Manager if you have any questions.

- 20) **Political Campaigns.** Except as permitted by the District as part of an approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, tennis courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:
- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - (b) No political campaign signs, flyers, or related documents are to be posted in or on District-owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - (c) No political campaign signs, flyers, or related documents are to be disseminated while in the District's Amenities.
 - (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs, or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
 - (e) No person shall make, and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fundraiser.
- 21) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- 22) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 23) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 24) **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance. By using the Amenities, Patrons and Guests hereby acknowledge and consent to such twenty-four (24) hour video surveillance.

- 25) **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
- 26) **Grills.** Patrons and Guests may not use their own grills on District property.
- 27) **Cellular Phones.** To prevent disturbance to others, the use of cellular telephones is limited while in the Recreation Center. Patrons and guests are asked to keep their ringer turned off or on vibrate while in the Recreation Center.
- 28) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Clubhouse Manager for storage in the lost and found. Items will be stored in the lost and found for one week.
- 29) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs, must be conducted by an approved District employee or contractor.
- 30) **Emergencies.** In the event of an injury, property damage, or other emergencies, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).
- 31) **Closures.** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.
- 32) **Overnight Parking.** There is no overnight or long-term parking permitted in or around the clubhouse's parking lot. Parking is provided for Patrons during the active usage, and normal business hours, of the amenities only.

ALCOHOL POLICY Generally

The following policy applies to the consumption of alcoholic beverages on District property:

- 1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not consume alcohol on the property at any time.
- 2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
- 3) Alcohol served on the premises must be consumed on the premises.
- 4) The District reserves the right to refuse to serve alcohol to anyone.
- 5) The District reserves the right to ask intoxicated or disruptive persons to leave the Amenities or District property immediately.
- 6) No alcohol shall be consumed or served within any designated children's area or playground.
- 7) Subject to the rental policy, only alcoholic beverages served by a licensed

and insured vendor are allowed at rental events at the Recreation Center. Outside alcohol is permitted at rental events at the Aquatics Complex provided that the terms of the rental policy and Rental Agreement are met.

- 8) Any persons consuming or providing alcohol on District property must comply with the Alcohol Requirements Matrix included in Part 3 of these Amenities Rules, as may be amended from time to time.
- 9) Alcohol policies may be changed at any time at the discretion of the District.

Recreation Center

Patrons and Guests are not allowed to bring outside alcohol to the Recreation Center at any time. Alcoholic beverages distributed during an event, by an approved vendor, may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by an approved vendor. Please see the Lifestyle Director for scheduling and rental fees.

FITNESS CENTER & GROUP EXERCISE STUDIO

Features and Benefits

The District offers a fitness center with both cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free weights
- Personal training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

- 1) ***Exercise at Your Own Risk.*** All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District staff for any questions or concerns about the equipment.
- 2) ***Usage Restrictions.*** Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file.

Patrons and Guests ages 13 to 17 must be accompanied by an adult age 18 or older.

- 3) **Attire.** Appropriate attire including shorts, shirts, and closed-toed athletic footwear must be worn at all times in the fitness center.
- 4) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- 5) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sports drinks must be contained in non-breakable, spill-proof containers.
- 6) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phone use while in the fitness center is not permitted. Personal speakers are not permitted.
- 7) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- 8) **Hand Chalk.** Hand chalk is not permitted.
- 9) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or contractors.
- 10) **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

- 1) **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
- 2) **General Usage.** Patrons and guests are permitted to use the studio and the equipment within the studio when classes are not in session, subject to availability.
- 3) **Music System.** The music system may only be utilized as part of a structured and supervised program.
- 4) **Usage Restrictions.** Patrons and Guests between the ages of 13 and 16 may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a group exercise class independently, with a signed waiver on file.

LOCKER ROOMS

Features and Benefits

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers

Usage Guidelines

- 1) **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
 - a. If a locker is not vacated at the end of the day, items left in the locker will be removed by District staff.
 - b. Items removed from lockers will be kept for one week at the Recreation Center's lost and found. After one-week, unclaimed items will be donated or otherwise disposed of.
 - c. The General Manager reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
- 2) **Age Restriction.** Children 5 years of age and older are required to use the shower/dressing area of their gender.
- 3) **Dressing Room.** A family/accessible dressing room and bathroom is available in the Recreation building to anyone who may need assistance changing.

POOL, SPLASH PAD, & LAP LANES

Features & Benefits

The District offers a variety of aquatic amenity areas, including:

- Zero entry beach pool
- Children's Splash Pad
- Junior Olympic size Lap pool with lane lines
- Market-size umbrellas, loungers, tables, and chairs

Usage Guidelines

- 1) **Operating Hours.** Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is

scheduled.

- 2) ***Check-In.*** Patrons with Guests are required to check-in with clubhouse staff before utilizing the pool. Access to the pool is on a first-come, first-served basis, and the District reserves the right to refuse entry if the pool is at capacity.
- 3) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- 4) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by, and supervised by, an adult at least 18 years of age at all times for usage of the pool. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must always be supervised by a responsible individual (18 years of age or older) within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- 5) ***Small Children; Swim Diapers.*** Children 3 years and younger are restricted to the splash pad unless closely supervised by an adult who is 18 years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber-lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 6) ***Food and Drink.*** Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool; however, no hard coolers are permitted except for small snack coolers, which are defined as those coolers that hold twelve quarts or less. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area. Instead, food and beverages are only allowed in designated areas.
- 7) ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted anywhere in the pool area, splash pad, playground, or locker rooms.
- 8) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats, and other toys, balls, and equipment are prohibited.
- 9) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area.
- 10) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores, or blisters, or nasal or ear discharge, may not use the pool. No person should use the pool with or

suspected of having a communicable disease which could be transmitted through the use of the pool.

- 11) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
- 12) **Pets.** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
- 13) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- 14) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, or other dangerous actions are prohibited.
- 15) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning within 6 miles and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 16) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- 17) **Noise.** Personal speakers are not permitted anywhere on the pool deck, in the pool, etc.
- 18) **Entrances.** Pool entrances must always be kept clear. No golf cart, bicycle parking is permitted in front of any pool gates, or on walkways.
- 19) **Railings.** No swinging on ladders, fences, safety lines, or railings is allowed.
- 20) **Pool Furniture.** Pool furniture is not to be removed from the pool area, or placed in the pool.
- 21) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 22) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 23) **Swim Instruction.** Except as expressly authorized by the District, swim instruction is only permitted through a District-approved swim instructor..
- 24) **Rest Rooms / Locker Rooms.** Please use the restrooms adjacent to the pool. Children, ages five and older, MUST use their gender appropriate changing room.
- 25) **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, and mechanical yard.
- 26) **Pool Closure.** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
 - Operational and mechanical difficulties affecting pool water quality.
 - During severe weather conditions (heavy rain, lightning, and

thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).

- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For at least 4 hours following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

Additional Usage Guidelines (Lap Lane)

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. The District reserves the right to remove some lap lanes on weekends.

BANQUET ROOMS AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use.

Features and Benefits - Banquet Rooms are available for use and rental and are located within the Recreation Center. There is wireless internet access. These rooms convert to two separate rooms.

Usage Guidelines

1. **Availability.** All areas, except the Event Hall, are open for Patron utilization unless a structured program, event, or exclusive rental is taking place.
2. **Rental of Banquet Room(s).** The Banquet Room(s) are available for rental (see the section herein on rentals).
3. **Age Restriction.** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

KIDS' ROOM

Usage

Kids' Corner is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians must supervise their child at all times, while child is in the kids' corner.

Availability

Kids' Corner is not a babysitting or daycare, and is first come first serve. Parents or legal guardians must supervise children at all times while utilizing the kids' corner.

Sick Child

Children deemed ill or sick by staff will not be allowed to utilize the space.

WIRELESS INTERNET ACCESS

Features and Benefits

The Recreation Center and associated decks, amenity spaces and related areas, feature wireless internet access that Patrons and Guests may use free of charge, subject to the usage guidelines below.

Usage Guidelines

- 1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
- 2) Use of the District's wireless internet access for purposes contrary to state

or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

- a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - b. Propagating malicious software.
 - c. Unauthorized copying of copyrighted material.
 - d. Attempting to access unauthorized files or systems.
- 3) Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian.

TENNIS COURTS

A total of Eight (8) tennis courts and six (6) pickleball courts are available for informal use, lessons, and league play.

Features and Benefits

- 6 Pickleball courts
- 2 Hard Top Tennis Courts
- 6 Hard-Tru Tennis Courts
- Shaded Pavilions
- Tennis professional available by appointment

Usage Guidelines

1) *Reservations & Scheduling.*

- a. Tennis courts may be reserved on a 2-hour basis in person, online, or by phone up to 3 days in advance, through the clubhouse manager. The reservations sheet will be with management, and patrons wishing to “walk-on” to an unreserved court will be able to do so pending availability.
- b. Court reservations will be honored and enforced over unscheduled play except for players who arrive more than fifteen minutes late for their reservation.
- c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning, maintenance, or reservations.
- d. There will be, from time to time, a designated teaching court that will not be available for reservation. When it is not being used for instruction, it will be available on a first-come, first-served basis.
- e. A schedule of activities will be posted in each area and updated by the staff.
- f. When other players are waiting tennis court use should be limited to 1 hour.

- 2) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to “drop off” underage children without specific supervision from an adult.
- 3) ***Attire.*** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts, or warm-up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 4) ***Usage Rules.*** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will always be strictly followed and adhered to by all players.
- 5) ***Pets.*** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
- 6) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.
- 7) ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis courts.
- 8) ***Operating Hours.*** The tennis courts are open from 8 am to 10 pm, Monday through Sunday. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
- 9) ***Court Lights.*** Please allow up to five (5) minutes for the lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
- 10) ***Skateboards, etc.*** No bicycles, scooters, roller skates, roller blades or skateboards, or similar uses are permitted on the tennis courts.
- 11) ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 12) ***Equipment.*** Patrons are responsible for bringing their own equipment.
- 13) ***Tennis Instruction.*** Except as expressly authorized by the District and by a District-approved vendor, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- 14) ***Equipment.*** Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for courts.

PLAYGROUNDS AND PARKS

Our community provides playground areas and parks for Patrons to enjoy.

Usage Guidelines:

- 1) ***Use at Your Own Risk.*** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- 2) ***Hours of Operation.*** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- 3) ***Supervision of Children.*** Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of

parents/guardians. All children are expected to play cooperatively with other children.

- 4) **Shoes.** Proper footwear is required. No open-toed Shoes. No Barefoot
- 5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- 6) **Food & Drink.** No food, drinks, or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for the clean-up of any food or drinks brought by them to the parks.
- 7) **Pets.** No pets of any kind are permitted except for service animals.
- 8) **Glass Containers.** No glass containers are permitted.
- 9) **Equipment.** No outside equipment is permitted.
- 10) **No Jumping.** No jumping off from any climbing bar or platform.
- 11) **Playground Slides.** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

POND AREAS

The District operates and maintains a small number of stormwater ponds throughout the community, which are on the Recreation Center property. The District's stormwater ponds are not designed for swimming or boating.

The following additional guidelines apply:

- 1) **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
- 2) **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited.
- 3) **Litter.** Do not leave any litter.
- 4) **Wildlife.** Do not feed the wildlife anything, ever.
- 5) **No Swimming.** Swimming is prohibited in all ponds on District property.
- 6) **No Fishing.** Fishing is prohibited in all ponds on District property.
- 7) **No Boating.** No watercraft of any kind is allowed in any of the ponds on District property.
- 8) **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's General Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

FACILITY RENTAL POLICIES

For the convenience and enjoyment of our Patrons, our community offers certain facilities for private rentals, including the Banquet Rooms, Pavilion, Pool Deck, and other areas.

The following policies apply to the rental of the Amenities:

- 1) ***Rentals; Patrons Only.*** Patrons must reserve Amenities available for rental through the Lifestyle Director in order to use those areas on an exclusive basis and must reserve the facility or facilities for any organized party or event in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the General Manager and/or board of directors.
- 2) ***Amenities Available for Rental:*** The following Amenities are available for rental:
 - a. Recreation Center Club Room
 - b. Recreation Center Event Hall
 - c. East & West Pool Pavilions
 - d. Café Pavilion
- 3) ***Payment & Registration.*** Patrons interested in renting the Amenities may pick up the application packet at the Recreation Center. At the time the reservation is made, two checks, money orders, or credit card authorizations (no cash), one for the deposit and one for the rental fee in full, both made out to District must be delivered to the General Manager, along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
- 4) ***Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's fees/rates. The deposit will secure the rental time, location, and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
 - i. Remove all garbage, place it in the dumpster, and replace garbage liners.
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
- 5) ***Food & Drinks.*** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance and must meet insurance and event

staffing/security requirements as determined by the District in its sole discretion. If alcohol is to be served or sold, the Patron must hire a licensed bartender or caterer. Please see the Alcohol Requirements Matrix attached as a portion of Part 3 for more information.

- 6) ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
- 7) ***Duration of Events.*** Unless otherwise authorized by the General Manager, each rental shall take place during normal operating hours. No after-hours events shall extend past midnight in any case, including cleanup.
- 8) ***Capacity.*** The capacity limit shall not be exceeded at any time for a party or event.
- 9) ***Noise.*** The volume of live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
- 10) ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
- 11) ***Staffing.*** Depending on the nature of the event, the District may, in its sole discretion, require the Patron renting the District's facilities to pay for additional event attendant staffing, lifeguard staffing, or outside security services.
- 12) ***Cancellation.*** Please see the latest rental agreement document available at the District's Resident Relations desk for cancellation policies and cleaning/security deposit fees.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

EMERGENCY PROCEDURES

In the event of an emergency, please dial 911 and contact the on-site Manager and/or the District Manager. The facility is equipped with a firstaid kit and an AED. At all times while the facility is staffed, an individual with first aid, CPR, and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in the specified areas throughout the clubhouse.

First Aid Kits

Locations

- In the possession of management

Procedure for Use

- 1) Notify a staff member that first aid is required
- 2) If a staff member is unavailable, utilize the first aid supplies as necessary
- 3) Dispose of any used first aid supplies in appropriate trash receptacles

AEDs

Locations

- Fitness Floor

Procedure for Use

1. Send someone to call 911 and contact the nearest staff member or General Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat, open the AED
4. Follow instructions provided by the AED

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 2 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in

connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful, or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or General Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

PART 2: Avenir Community Development District Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)
Effective Date: January 27, 2022

In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following rules/policies to govern disciplinary and enforcement matters. All prior rules/policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment, or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Fails to abide by any District Rental rules or policies;
- g. Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- h. Damages or destroys District property;
- i. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- j. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe Endangers District residents, staff, and Guests.

4. Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

5. Process for Termination or Suspension of Amenity Privileges.

a. Offenses:

- i. **First Offense:** Verbal warning by Amenity staff and suspension of all Amenity privileges for **up to one week** from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
- i. **Second Offense:** Automatic suspension of all Amenity privileges for **up to thirty days** from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
- i. **Third Offense:** Suspension of all Amenity privileges for **up to one year**. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for the recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is at the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the

premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges **immediately suspended** until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long-term or continuing threat to the health, safety, and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. Fines. In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances.

8. Severability. If any section, paragraph, clause, or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

PART 3: Avenir Community Development District
Amenity Forms

ATTACHED FORMS:

- New Patron Information Form
- Consent and Waiver Agreement
- Credit Application Form
- Rental/Reservation Forms
- Alcohol Requirements Matrix

**Avenir Community Development District
Resident User Information Form**

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____
Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ End Lease Date _____
Owner Last Name _____ Owner First Name _____
Owner Address _____
Street Address *Apartment/Unit #*
**Tenant shall provide a copy of their release and Owner shall submit a Tenant release form*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

- ☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- ☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- ☐ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO

**Avenir Community Development District
Resident User Information Form**

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

**In the event that one of the cards is lost, we will be responsible in paying \$15.00 for each replacement card.

Please initial

PLEASE READ AND SIGN BELOW:

The undersigned ("Patron") affirms that the above information is true and correct. Patron acknowledges that Resident Cards and Guest Passes are the property of the Avenir Community Development District ("AVENIR CDD" or "District") and are non-transferable, in accordance with the District's adopted rules, policies, and regulations.

In consideration for being granted access to use District property and facilities—including, but not limited to, the Recreation Center and all associated amenities (collectively, the "Facilities")—the undersigned, on behalf of him/herself, minor children, guests, heirs, executors, and assigns, voluntarily agrees to the following:

1. **Waiver of Liability:**

Patron hereby waives, releases, and discharges the District, its officers, supervisors, employees, contractors, agents, and representatives ("Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind or nature, including but not limited to personal injury, illness, death, or property damage, arising out of or connected in any way with the use of the Facilities—whether by Patron, their guests, or minor children—except in cases of gross negligence or intentional misconduct by the District.

2. **Assumption of Risk:**

Patron understands and expressly assumes all risks associated with the use of the Facilities and participation in any District-sponsored or self-directed activities. These risks include, but are not limited to, injuries resulting from physical activity, recreational use (including swimming, tennis, pickleball, playground use, and fitness facilities), slips, falls, exposure to weather or environmental conditions, or the actions or negligence of other patrons or guests.

3. **Medical Acknowledgment:**

Patron acknowledges that the District does not provide medical or health evaluations and assumes no responsibility for individual physical conditions or limitations. All persons entering or using the Facilities do so at their own risk.

4. **Personal Property Disclaimer:**

The District shall not be liable for any lost, stolen, or damaged personal property while on District premises.

5. **Guest Responsibility:**

Patron is responsible for ensuring that all guests and minor children adhere to all District rules, regulations, and policies. Any violation by a guest shall be deemed a violation by the Patron and may result in loss of access privileges.

6. **Acknowledgment of Rules:**

Patron affirms receipt of the AVENIR CDD Rules and Policies Handbook and agrees to abide by all provisions therein. Patron understands that violations may result in suspension or revocation of amenity privileges and other penalties as provided by District policy.

7. **Sovereign Immunity:**

Nothing contained herein shall be construed as a waiver of the District's sovereign immunity or the limits of liability beyond those established in Section 768.28, Florida Statutes, or other applicable law.

Print Name: _____ **Signature:** _____

Date: _____

Avenir Community Development District

Non-Resident User Agreement

THIS AGREEMENT, made and executed this ____ day of _____, 20____, by and between the Avenir Community Development District (“District”), and whose address is _____ (“User”). The District is the owner of real property and facilities, including pools and other recreational amenities, located within Palm Beach County, Florida (collectively, the “Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is defined as a person or family who does not reside or own property within the District. The District will permit the User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

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

User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months.

The 12-month period shall commence as of the date of this agreement and terminate on the same date the following year. No portion of the Membership Fee shall be refundable under any circumstances, including but not limited to relocation, non-use, revocation of privileges, or personal circumstances.

The right to use the Facilities provided through this Agreement is personal to the User and their family members residing in the same household, and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third party not a party to this Agreement.

User agrees that use of Facilities by User, their family members residing in the household, and any guests shall be subject to all rules, policies, and procedures of the District as may be amended from time to time. By signing below, User affirms that they have received or been given the opportunity to receive a copy of such policies and agrees to abide by them. Failure by User, household members, or guests to follow these policies may result in revocation of Facility access without refund. User shall be fully responsible for the conduct and compliance of all guests. Any violation of District policies by a guest shall be treated as a violation by the User.

User agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable. In consideration for admittance to the Facilities, User agrees on behalf of themselves, their guests, minor children, heirs, and successors, to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers, and employees from any and all liability, claims, actions, suits, or demands, including those arising from injuries, death, property damage, or other losses related to use of the Facilities—except where caused by the District’s gross or intentional negligence. User further understands that the District and its staff assume no responsibility for injuries or illness that User, or their minor children, may sustain due to physical condition or activities, including, but not limited to, swimming, sports, or recreational use. User expressly assumes all such risks. The District is not responsible for lost or stolen property. Nothing herein waives the District’s sovereign immunity or liability limits as defined in Section 768.28, Florida Statutes.

All documents provided in connection with this Agreement are public records and will be treated in accordance with the District’s Rules of Procedure and Florida law.

The District reserves the right to revoke membership or access privileges at any time for rule violations, misconduct, or safety concerns. No refund shall be issued in such cases.

Portions of the Facilities may be monitored by video surveillance. Recordings may be used to enforce rules or review incidents.

This Agreement shall be governed by the laws of the State of Florida. Any disputes shall be brought in a court of competent jurisdiction in Palm Beach County, Florida.

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

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

USER

**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

By: _____

Amount of Payment: \$ _____
Staff initials: _____

Payment Type: ☐ Check # _____

☐ Credit Card

Date Paid: _____

Amenities Expiration Date: _____

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*In the event that one of the cards is lost, we will be responsible for paying \$15.00 for each replacement card

Please initial

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

Avenir Community Development District

Non-Resident User Agreement

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____
Address _____

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

- ☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- ☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- ☐ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO
If you answered yes, please provide specific information below in the blank space:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST
FROM PUBLIC RECORDS DISCLOSURE**

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to Avenir Community Development District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | |
|--|--|
| <p><input type="checkbox"/> Code Enforcement Officer*</p> <p><input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities. *</p> <p><input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect. *</p> <p><input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement. *</p> <p><input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.>"). *</p> <p><input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.</p> <p><input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.>"). *</p> <p><input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties. *</p> <p><input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court. *</p> <p><input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable"</p> | <p>efforts to protect such information from being accessible through other means available to the public.>").</p> <p><input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators' rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice. *</p> <p><input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers. *</p> <p><input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *</p> <p><input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel). *</p> <p><input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.>"). *</p> <p><input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **</p> <p><input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.>").</p> <p><input type="checkbox"/> Other (list applicable statute): _____</p> |
|--|--|

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position:

Signature _____	Date _____
If request is submitted instead by the person's employing agency, complete the following:	
Agency: _____	Name/title _____
Signature: _____	Date _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR RECREATION CENTER: BANQUET ROOM(S)

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name: _____ Date of Event: _____

Organization: _____

Mailing Address: _____

Email Address: _____ Phone: _____

Intended Use: _____ Estimated Age Group: _____

Estimated Attendance: _____ Hours: from: _____ to _____
(Available from 8am – closing; including set-up/clean-up)

Please circle the option you would like to reserve.

• **Event Hall (3,781 sq. ft.; max: 253 people):**

- \$1,500/6 Hours (Patron Rate)
- \$2,800/All Day (Patron Rate)
- \$2,250/6 Hours (Non-Patron Rate)
- \$4,760/All Day (Non-Patron Rate)

• **Clubroom (745 sq. ft.; max: 49 people):**

- \$650/6 Hours (Patron Rate)
- \$1,350/All Day (Patron Rate)
- \$950/6 Hours (Non-Patron Rate)
- \$1,850/All Day (Non-Patron Rate)

Food & Beverage Requests: Special requests or outside catering must be coordinated with the Lifestyle Manager at least 14 days in advance of the reservation.

☐ Catering (Available through approved vendors only) ☐ Beer/Wine (Available through approved vendors only)

Other Requests

☐ Entertainment (Available through approved vendors only)

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of \$500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit. **Initial**_____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "This is not an AVENIR CDD sponsored or endorsed event." **Initial**_____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter. **Initial**_____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting the community.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District’s Facilities. Failure to adhere to the District’s Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT
BANQUET ROOMS FEES AND
CHARGES**

Please circle the option you would like to reserve.

• **Event Hall (3,781 sq. ft.; max: 253 people):**

- **\$1,500/6 Hours (Patron Rate)**
- **\$2,800/All Day (Patron Rate)**
- **\$2,250/6 Hours (Non-Patron Rate)**
- **\$4,760/All Day (Non-Patron Rate)**

• **Clubroom (745 sq. ft.; max: 49 people):**

- **\$650/6 Hours (Patron Rate)**
- **\$1,350/All Day (Patron Rate)**
- **\$950/6 Hours (Non-Patron Rate)**
- **\$1,850/All Day (Non-Patron Rate)**

Refundable Cleaning/Damage Deposit: \$500

Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:

Up to 30 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.

Fewer than 30 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee. **INITIAL** _____

Payment Terms:

Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **INITIAL** _____

Office Use Only:

Cleaning/Damage Deposit: \$500

Payment Method: ☐ Check # _____

Received: Date _____ **INITIAL** _____

Rental Fee: \$ _____

Payment Method: ☐ Check # _____

Deposit Received: Date _____ **INITIAL** _____

Balance Received: Date _____ **INITIAL** _____

Clubhouse Staff Signature: _____

District Signature: _____

Print Name: _____

EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ YES ☐ NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written request for such exemption to District staff at the following address:

Avenir Community Development District c/o Special
DistrictServices, Inc.
2501 A Burns Road
Palm Beach Gardens, FL, 33410
Attn: District Manager
-or-
jpierman@sdsinc.org

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR PAVILIONS**

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name: _____ Check #: _____ Date of Event: _____

Mailing Address: _____

Email Address: _____ Phone: _____ Cell: _____

Intended Use: _____

Estimated Attendance: _____ Hours: from _____ to _____
(Available from 8am-6pm; 6-hour max, including set up/clean up)

Please check the facility you would like to reserve.

- ☐ Recreation Center Pool Pavilion, single (550 sq. ft.; **max: 20 people**): \$500/6 hours
- ☐ Recreation Center Pool Pavilion, double (620 sq. ft.; **max: 35 people**): \$800/6 hours
- ☐ Recreation Center Café Pavilion (1,350 sq. ft.; **max: 30 people**) : \$1,000/6 Hours

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of \$500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit.

Initial _____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "This is not an AVENIR CDD sponsored or endorsed event."

Initial _____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

Initial _____

Please read and initial below as your agreement:

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_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

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_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

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_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

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_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting the community.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District’s Facilities. Failure to adhere to the District’s Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT
PAVILION FEES AND CHARGES**

Refundable Cleaning/Damage Deposit: \$500

Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:

Up to 14 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.

Fewer than 14 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee.

INITIAL _____

Payment Terms:

Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District.

INITIAL _____

Office Use Only:

Cleaning/Damage Deposit: \$500

Payment Method:

☐ Check # _____

Received: Date _____ **INITIAL** _____

Rental Fee: \$ _____

Payment Method: ☐ Check # _____

☐ Credit Card (Fees Apply)

Deposit Received: Date _____ **INITIAL** _____

Balance Received: Date _____ **INITIAL** _____

Clubhouse Staff Signature: _____

District Signature: _____

Print Name: _____

AVENIR CDD
ALCOHOL
INSURANCE MATRIX

	BYOB (Informal Gatherings)	BYOB Patrons and/or Guests (Rental Events)	Served Patrons and/or Guests (Rental Events)	Sold Patrons and/or Guests (Rental Events)
Permitted (Aquatic Facilities)	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Permitted (Recreation Center)	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.
Insurance	None. However, to the extent there are more than ten people present and alcohol is going to be consumed, renter is responsible for appropriate party staffing through the District.	Homeowner's Insurance Rider/Endorsement providing special event coverage with alcohol endorsement or required hiring of appropriate party staffing through the District WITH waivers executed by nonresidents.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.
Admission Fee Permitted	No	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Notes:

1. The insurance requirements in this chart may only be altered after consultation with the District Manager and/or District Counsel and NOT by Amenity Management.