

SECTION 40-1
FORM OF PROPOSAL

40.0 PROPOSAL

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

DATE: 4/20/26

Dear Mr. Pierman:

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

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

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

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 140 calendar days, thereafter.

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The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. SCC131153161 issued by State of Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: A Cut Above Landscape & Maintenance, Inc.

ADDRESS: 1686 D Rd Loxahatchee, FL 33470

BY: Damon Rockett

TITLE: President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

A Cut Above Landscape & Maintenance, Inc.
1686 D Road
Loxahatchee, FL 33470

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

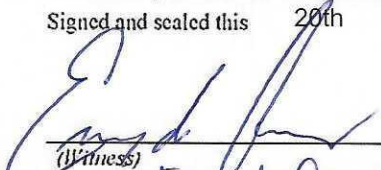
202040 Coconut Boulevard Extension Landscape & Irrigation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of April, 2026


(Witness)
Enayda Gomez, Witness


(Witness) Kailee Rosenhaus

A Cut Above Landscape & Maintenance, Inc.
(Principal) (Seal)

By: 
(Title)

Great Midwest Insurance Company
(Surety) (Seal)

By: 
(Title) Brett M. Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

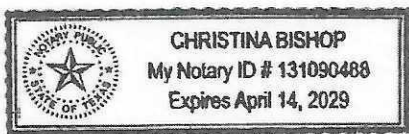


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

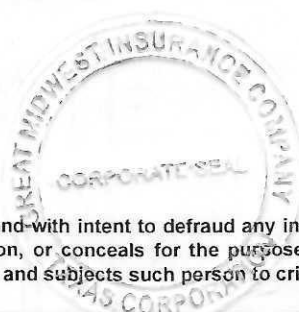


BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of April 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

A CUT ABOVE

LANDSCAPE & IRRIGATION

Design • Installation • Maintenance

1686 D ROAD
LOXAHATCHEE, FL 33470
561.795.1995 - PH
561.795.8898 - FX



PROPOSAL

PBC SBE Vendor #VC0000009701

DATE	PROPOSAL #
4/20/2026	19255

DESCRIPTION	QTY	COST	TOTAL
RE: AVENIR COCONUT BLVD.- PALM BEACH GARDENS (Per Plan Dated: 09/12/2025)			
ACA to provide any/all necessary equipment, labor, supervision, materials and supplies to complete the following:			
GENERAL CONDITIONS: Admin / Mobilization for Relocates:		1,000.00	1,000.00
RELOCATES:			
Live Oak (6"-8" CAL)	1	1,500.00	1,500.00
Sub-Total:			2,500.00
*NOTES:			
Pricing includes root pruning & bracing post relocation.			
Price is based on one move only.			
ACA does not express and/or imply a warranty and/or guarantee relocated trees/palms; however, ACA guarantees our work to be preformed by supervised and qualified personnel.			
ACA will not be responsible for damage to walkways, driveways, curbs, landscape materials or sod should we be required to cross any for access.			
Owner/Representative is responsible for public utility locations, abandonment prior to relocation/root pruning and for locating sewer/septic & other privately owned by under ground lines if applicable.			
*EXCLUSIONS:			
Permit Fees (if applicable) will be paid by Owner / Representative			
Irrigation / Supplemental Watering and Maintenance of Tree / Palm is NOT included.			
GENERAL CONDITIONS: Admin / Mobilization for Installation:		1,000.00	1,000.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
CUSTOMER AUTHORIZATION: X _____	TOTAL		

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY "PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE. YOUR SIGNATURE ABOVE CONFIRMS YOUR UNDERSTANDING OF ACA'S COLLECTION POLICY AND GRANTS PERMISSION TO ACA TO COMMENCE PROPOSED WORK.

****PRICING IS VALID FOR 30 DAYS FROM DATE OF PROPOSAL****

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DATE	PROPOSAL #
4/20/2026	19255

DESCRIPTION	QTY	COST	TOTAL
TREES & PALMS:			
Verawood (12' x 5', 2.5" CAL)	14	725.00	10,150.00
Green Buttonwood (12' x 6', 2.5" CAL, SINGLE STRAIGHT TRUNK)	127	675.00	85,725.00
South Florida Slash Pine (12' x 5', 2.5" CAL, SINGLE STRAIGHT TRUNK)	51	650.00	33,150.00
Southern Live Oak (14' x 6', 3.5" CAL, SINGLE STRAIGHT TRUNK)	76	800.00	60,800.00
Paurotis Palm (12' x 10', 10 + CANES, CANES CLEARED TO APPROX. 4'-5' HT)	45	950.00	42,750.00
Cabbage Palm (12'-18' CT, SLICK STRAIGHT TRUNK, HURRICANE CUT, VARYING HTS)	224	450.00	100,800.00
Curved Trunk Cabbage Palm (15'-20' CT, SLICK TRUNK, CURVED, HURRICANE CUT)	78	625.00	48,750.00
SHRUBS & GROUNDCOVERS:			
Saw Palmetto (18" x 18", 3G, FTB) *Note: Priced as 7G to meet spec.	204	58.00	11,832.00
**Note: Saw Palmetto (18" x 18", 3G, FTB) \$28 / but will not meet specs.			
Red Tip Cocoplum (18" x 12", 3G, FTB)	49	13.00	637.00
Red Tip Cocoplum (10" x 8", 1G, FTB) *Note: Priced as 3G to meet spec.	1,592	11.00	17,512.00
**Note: Red Tip Cocoplum (10" x 8", 1G, FTB) \$8 / but will not meet specs.			
Green Buttonwood (10" x 10", 1G, FTB) *Note: Priced as 3G to meet spec.	852	11.00	9,372.00
**Note: Green Buttonwood (10" x 10", 1G, FTB) \$8 / but will not meet specs.			
Simpson's Stopper (12" x 10", 1G, FTB)	297	7.00	2,079.00
Saw Palmetto (10" x 10", 1G, FTB) *Note: Priced as 3G to meet spec.	646	25.00	16,150.00
Coontie (12" x 12", 1G)	469	12.00	5,628.00
Pink Muhly Grass (16" x 16", 1G)	2,216	6.25	13,850.00
Sand Cord Grass (24" x 22", 1G)	4,538	5.85	26,547.30
Fakahatchee Grass (24" x 22", 1G)	464	6.00	2,784.00
Florida Gamagrass (24" x 22", 1G)	2,260	6.00	13,560.00
SOD & MISC:			
St. Augustine Floratam Sod (Per Sq. Ft.)	4,036	0.95	3,834.20
'Argentine' Bahia Sod (Per Sq. Ft.)	1,076,877	0.35	376,906.95
Melaleuca Mulch (Per Cu. Yd.)	1,300	55.00	71,500.00
Planting Soil (Per Cu. Yd.)	250	57.50	14,375.00
CUSTOMER AUTHORIZATION: X	TOTAL		

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PROPOSAL

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DATE	PROPOSAL #
4/20/2026	19255

DESCRIPTION	QTY	COST	TOTAL
36" Root Barrier (Per L.F.)	3,795	33.00	125,235.00
Terrasorb (Per Bag)	10	325.00	3,250.00
Wiltpruf (Per Container)	4	150.00	600.00
8-2-12 Fertilizer (Per Bag) *Note: Tree, palm, shrub and grass.	80	45.00	3,600.00
Round Up (Per Container) *Note: Shall be applied to all planting areas	3	150.00	450.00
Ronstar (Per Bag) *Note: Shall be applied 2 weeks before planting	10	150.00	1,500.00
Maintenance Until Final Acceptance	1	2,500.00	2,500.00
**NOTES: -All invasive species will be eradicated from site as required by code. -All landscape planting areas to be excavated & backfilled to a depth of 36" by others.			
IRRIGATION: Irrigation System per plans by Parker Yannette dated 10/16/2025 . Included in quote are all necessary materials and labor costs.			
*Note: Price based on 10-HP Pump Station...			
***EXCLUSIONS: Permit Fees, MOT, Electrical Work, Water Meter / Source, Directional Boring for Sleeving (if required) and Fees incurred in association with any online billing platform (i.e., Textura)...			
Payment & Performance Bond (1.75%)	0.015	1497327.45	22,459.91
CUSTOMER AUTHORIZATION: X _____		TOTAL \$1,519,787.36	

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