

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: 20 April 2026

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 120 DAYS calendar days, thereafter.

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FORM OF PROPOSAL

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. CGC1506554 issued by PALM BEACH, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: H & J CONTRACTING, INC

ADDRESS: 3160 FAIRLANE FARMS ROAD WELLINGTON, FL 33414

BY: HOWELL LONG 

TITLE: VICE PRESIDENT OF PRECONSTRUCTION

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:	Jason Pierman
Address:	2501 A Burns Road Palm Beach Gardens, FL 33410 PALM BEACH	Phone:	
Project Name:	Avenir West Parkway Bufer Drainage System, Paving And Related Wo	Bid Number:	042-26
Project Location:	Palm Beach Gardens	Bid Date:	04/20/2026

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

100		Mobilization	1.00	LS	\$24,700.00	\$24,700.00
101		Construction Layout And As-Built Survey	1.00	LS	\$21,900.00	\$21,900.00
102		MOT	1.00	LS	\$4,000.00	\$4,000.00
103		Geotechnical Testing	1.00	LS	\$37,200.00	\$37,200.00
104		Bond	1.00	LS	\$9,600.00	\$9,600.00

Total Price for above General Conditions Items: \$97,400.00

Erosion Control

110		Silt Fence	4,500.00	LF	\$1.50	\$6,750.00
111		Silt Fence Maintenance	4.00	MO	\$840.00	\$3,360.00
112		Inlet Protection	23.00	EACH	\$150.00	\$3,450.00

Total Price for above Erosion Control Items: \$13,560.00

Site Prep And Mass Grading

120		Site Cut To Fill	4,600.00	CY	\$3.00	\$13,800.00
130		Machine Grade Rough	22,200.00	SY	\$0.22	\$4,884.00
131		Machine Grade Fine	22,200.00	SY	\$0.65	\$14,430.00
140		Site Grading Final (Pre-Landscape)	1.00	LS	\$17,800.00	\$17,800.00

Total Price for above Site Prep And Mass Grading Items: \$50,914.00

Paving

200		12" Stabilized Subgrade, LBR40	300.00	SY	\$8.30	\$2,490.00
201		12" Compacted Subgrade (Pathway)	3,550.00	SY	\$3.10	\$11,005.00
210		8" FDOT Rock Base, LBR100	250.00	SY	\$20.50	\$5,125.00
211		4" Curb Pad	200.00	LF	\$4.60	\$920.00
212		4" FDOT Rock Base, LBR100 (Pathway)	3,300.00	SY	\$13.00	\$42,900.00
220		1" Asphalt Bottom Lift, Type SP	230.00	SY	\$57.00	\$13,110.00
221		1" Asphalt Top Lift, Type SP	230.00	SY	\$53.00	\$12,190.00
222		1" Asphalt Pathway, Type S	3,100.00	SY	\$17.00	\$52,700.00
230		Type F Curb	200.00	LF	\$48.00	\$9,600.00
240		Concrete Sidewalk 4" (Bench/Trash Pads)	290.00	SF	\$9.00	\$2,610.00
241		ADA Ramp Curb	40.00	LF	\$29.00	\$1,160.00
242		ADA Detectable Warning Surface	70.00	SF	\$58.00	\$4,060.00
250		Pedestrian Bench (Victor Stanley PRS-127 Or Approved Equal)(Includes Freight Costs)	3.00	EACH	\$4,275.00	\$12,825.00
251		Trash Receptacle (Victor Stanley RSDC-36 Or Approved Equal)(Includes Freight Costs)	3.00	EACH	\$4,045.00	\$12,135.00

Total Price for above Paving Items: \$182,830.00

Storm Drainage

300		8" HDPE	824.00	LF	\$36.00	\$29,664.00
302		12" HDPE	186.00	LF	\$44.00	\$8,184.00
304		15" RCP	1,287.00	LF	\$55.00	\$70,785.00
306		18" RCP	326.00	LF	\$66.00	\$21,516.00
308		Yard Drain	11.00	EACH	\$2,174.00	\$23,914.00
310		Type C Catch Basin	11.00	EACH	\$5,570.00	\$61,270.00
314		5' Dia Type C Catch Basin	1.00	EACH	\$8,277.00	\$8,277.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	316	24" Concrete Endwall	1.00	EACH	\$8,136.00	\$8,136.00
	318	Connect Existing 36" To Proposed Str #9	1.00	EACH	\$4,833.00	\$4,833.00
	320	Restore 24" Headwall Outfall Location To Rough Grade (Excludes Any Sod/Seed)	1.00	EACH	\$2,862.00	\$2,862.00
	322	Prep Recharge Ditches For Dewatering	1.00	LS	\$10,500.00	\$10,500.00
	324	Finalize Drainage	2,623.00	LF	\$7.00	\$18,361.00
Total Price for above Storm Drainage Items:						\$268,302.00

Total Bid Price: \$613,006.00

Notes:

- This proposal is based on plans and specifications prepared by BALLBE & ASSOCIATES entitled NORTHLAKE BLVD. PARKWAY BUIFFER PANTHER NATIONAL BLVD dated 06/10/2025, and subject to the following provisions:
- Prices quoted do not include excavation or disposal of hardpan, rock, muck or other undesirable materials or backfill replacement for same with suitable fill material. If required, said work may be performed on an equipment rental basis.
- Clearing and grubbing is not included in this proposal.
- Contractor not responsible for existing utilities not shown on plans.
- Changes in labor classification, or assignment of work by anyone other than H & J, will establish a basis for renegotiation of prices set forth in this contract. At the sole option of H & J, this contract may be cancelled in the event that said changes occur.
- Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by H & J as a result of utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors, will be borne by the customer.
- This contract shall govern in all cases of dispute unless other project documents are received and accepted in writing by H & J.
- Unless otherwise agreed herein, payment terms are net cash upon receipt of H & J's invoice. All monies not paid when due shall bear interest at the maximum rate allowed by law. Progress payments will be made on a monthly basis.
- If an agent and/or attorney is employed by H & J for collection of any delinquent payment(s), the customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including but not limited to all fees and legal costs).
- This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, or Broward County, Florida.
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project.
If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request.
- All price increases incurred by Contractor for fuel, materials and commodities of all types after the date of this contract agreement are to be paid to Contractor by Owner. Material quotes are not guaranteed. If Contractor incurs surcharges by vendors for materials delivered for the project, these additional costs shall be the responsibility of the Owner. Further, Contractor shall not be held responsible for schedule delays caused by material availability issues.

ACCEPTED:

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

Buyer: _____

Signature: _____

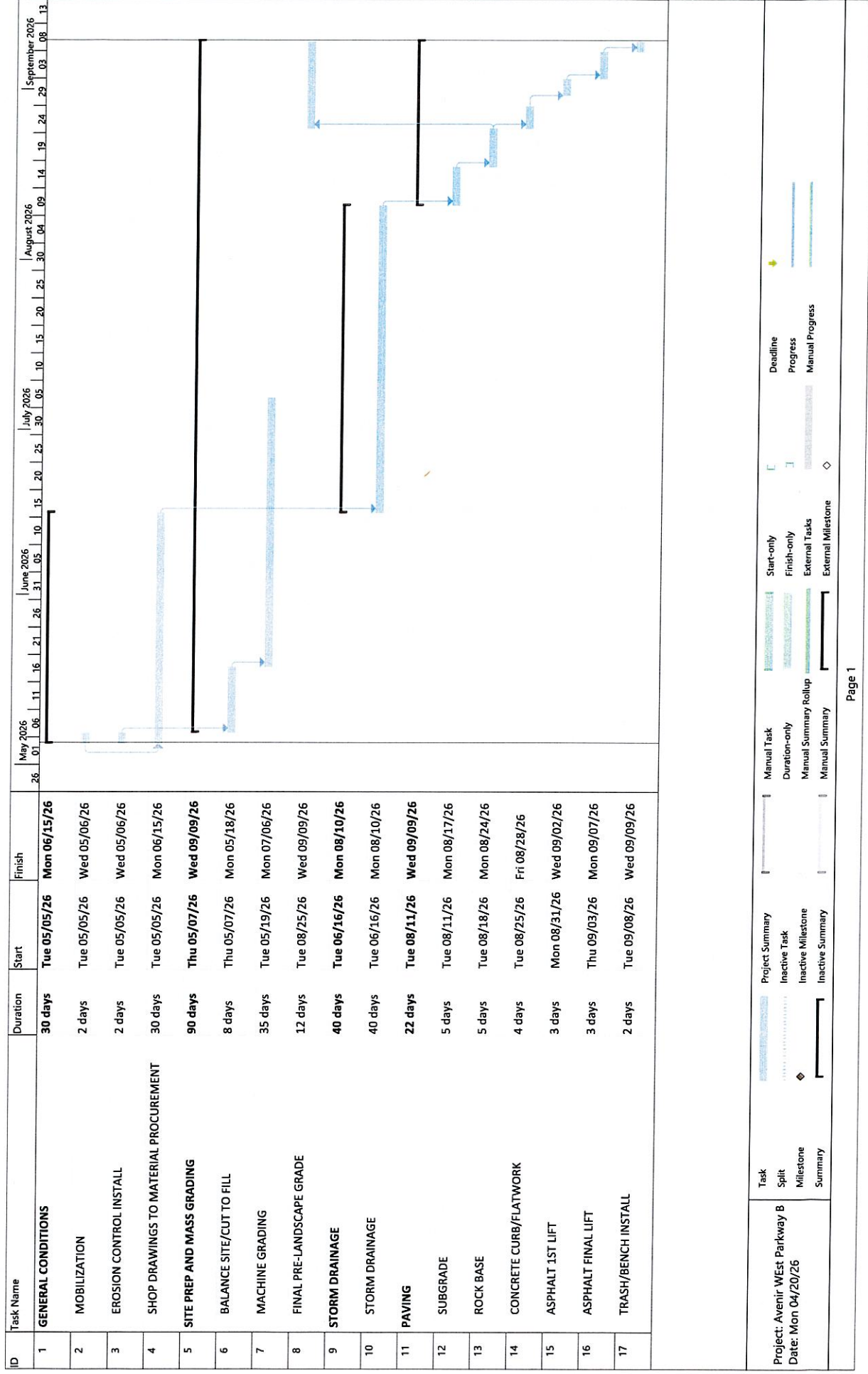
Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Ryan Till
RTill@hjcontracting.com





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LONG, HOWELL VERNON III

H AND J CONTRACTING INC
3160 FAIRLANE FARMS RD
WELLINGTON FL 33414

LICENSE NUMBER: CGC1506554

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/30/2024

Do not alter this document in any form.

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H&J Contracting, Inc
3160 Fairline Farms Road
Wellington, FL 33414

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

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)

202402 Avenir West Parkway Buffer Drainage System, Paving and Related Work

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)

(Witness)

Kailee Rosenhaus

H&J Contracting, Inc

(Principal)

(Seal)

By: HOWELL LONG, VP OF PRECONSTRUCTION

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: Brett Rosenhaus

(Title)

Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brett Rosenhaus** of **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and DELRAY BEACH acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

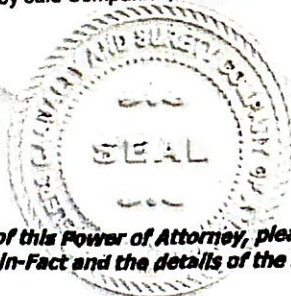
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of April, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Scrutinized Company Certification

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

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

VENDOR/COMPANY NAME:

H & J CONTRACTING, INC

SIGNATURE and DATE:

 20 APRIL 2026

NAME AND TITLE:

HOWELL LONG, VP OF PRECONSTRUCTION

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



6

October 2026

November 2026

December 2026

January 2027

February 2027

March 2027

April 2027

May 2027

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Project: Avenir WEst Parkway B

Date: Mon 04/20/26

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 2

AVENIR

WEST PARKWAY BUFFER
DRAINAGE, PAVING, RELATED WORK

Legend

- ASPH PVMT
- ASPHALT PATH
- WORK AREA



H&J CONTRACTING
TOTAL SITE DEVELOPMENT



Google Earth

Image © 2025 Airbus

500 ft

