



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING MARCH 5, 2024 6:00 P.M.

5080 ANNUNCIATION CIRCLE, SUITE 101, AVE MARIA, FLORIDA 34142

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

March 5, 2024

6:00 p.m.

Ave Maria Master Association (office/fitness center)

5080 Annunciation Circle, Unit 101

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>

MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for District Items on the Agenda
- H. Approval of Minutes
 - 1. February 6, 2024 Regular Board Meeting Minutes.....Page 2
 - 2. February 29, 2024 Public Meeting for Bid Opening for Anthem Pkwy Phase 5A Project Minutes...Page 9
- I. Consent Agenda
 - 1. Consider Ratification of Change Order No. 1 between the District and Earth Tech Enterprises, Inc. for Work Related to Anthem Parkway Phase 5A.....Page 10
 - 2. Consider Ratification of Change Order No. 2 between the District and Earth Tech Enterprises, Inc. for Work Related to Anthem Parkway Phase 5A.....Page 12
 - 3. Consider Ratification of Change Order No. 1 between the District and Quality Enterprises USA, Inc. for Work Related to Oil Well Road Lighting.....Page 13
 - 4. Consider Ratification of Davey Tree and Landscape Trimming.....Page 24
 - 5. Consider Approval of American Infrastructure Services Proposal.....Page 27
 - 6. Consider Approval of Estimate form Paradise Builders for Concrete Pad.....Page 28
- J. Old Business
 - 1. AMSCD Projects Update.....Page 29
- K. New Business
 - 1. Evaluate Responses to RFQ for Project Engineering, Survey and Landscape Architect Services....Page 31
 - 2. Consider Resolution No. 2024-01 – Awarding Contract for Engineering and Surveying Services...Page 32
 - 3. Consider Approval of Maple Ridge License Agreement.....Page 64
 - 4. Discussion Regarding Oak Tree Placement and Stop Sign Safety.....Page 75
 - 5. Discussion of Dining and Merchant use of District Property
 - 6. Consider Approval of Anthem 5A Landscape Dry Utility Bid Recommendation.....Page 78
 - 7. Consider Resolution No. 2024-02 – Awarding Construction Contract for Anthem Pkwy Phase 5A Landscaping and Dry Utilities.....Page 80

L. Administrative Matters

1. Legal Report
2. Engineer Report
3. Manager's Report

a. Financials.....Page 82

M. Final Public Comments

N. Board Members Comments

O. Adjourn

***Public Comment will be limited to three minutes (3:00) with no rebuttal**

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 6:00 p.m. on March 5, 2024, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The Meeting will also be available for viewing utilizing communications media technology (Virtual Attendance) through the following login information, however public comment will only be available to those participating in person. Virtual Attendance is offered for convenience only and in the event there are interruptions in internet service or other technical difficulties the Meeting will continue at the physical location regardless of availability of the Virtual Attendance option.

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84779450200>

Meeting ID: 847 7945 0200

Join by PHONE at: 1-929-436-2866

Meeting ID: 847 7945 0200

The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the Districts website at www.avemariastewardshipcd.org seven (7) days prior to the meeting date.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone or other communications media technology.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Managers office.

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: NAPLES DAILY NEWS 02/23/24 #9864688

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
Ave Maria Master Association
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142**

or

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>

MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866

February 6, 2024

A. CALL TO ORDER

The February 6, 2024, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Peek led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on January 25, 2024, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

Chairman	Thomas Peek	Present
Vice Chair	Jay Roth	Absent
Supervisor	Jeff Sonalia	Present
Supervisor	Tom DiFlorio	Present
Supervisor	Robb Klucik	Present

District Staff in attendance were:

District Manager	Andrew Karmeris	Special District Services, Inc.
Director of Operations	Sal D’Angelo	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP

District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Kim Twiss, Donnie Diaz, Tricia Dorn, John Lanham and several members of the public.

There were also many others present via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

G. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

District resident John Lanham asked if the QR code stickers for the no parking signs were moving forward? Mr. Karmeris stated yes, the QR code has been created and the sign fabricator will be making the magnetic QR code stickers. He added that he hopes they will be made and installed this month but would bring an update to the next meeting either way.

H. APPROVAL OF MINUTES

1. December 19, 2023, Regular Board Meeting

The minutes of the December 19, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the minutes of the December 19, 2023, Regular Board Meeting, as presented.

I. CONSENT AGENDA

1. Consider Approval of Proposal to Paradise Coast Builders for Sidewalk Maintenance & Repairs
2. Consider Approval of Invoice for Ave Maria Stewardship Verizon Business Account
3. Consider Approval of Proposal from JL23 for Roadway Cleaning Project
4. Consider Approval of Proposal from Transactor

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the consent agenda, as presented.

J. OLD BUSINESS

1. AMSCD Projects List

Staff reviewed the list briefly.

Mr. Tryka reported that the re-striping of traffic marks was completed and could be removed from the list. He added that the Apron at Owens roundabout should have an estimated end date of Fall 2024.

Mr. Genson reported that the additional landscaping on Milano was completed and could be removed from the list.

Mr. Klucik asked that the projects list be updated to fill in additional information where appropriate.

K. NEW BUSINESS

1. Consider Approval of RFQ for Project Construction and Design Survey, Engineering and Landscape Architect

Mr. Tryka presented and Ms. Willson added that the goal would be to have the responses presented to the Board at the March meeting.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the RFQ for Project Construction and Design Survey, Engineering and Landscape Architect, as presented.

2. Update from Lee County Electric Cooperative (LCEC)

Tricia Dorn from LCEC addressed the Board and discussed the current repairs of the street lights and working relationship with the Ave Maria Stewardship Community District.

District resident Bea Sanford asked about a light that was taken out by the Animal Hospital. District staff and Ms. Dorn said they would look into that light.

3. Consider Approval of Second Amendment to Cost Share Agreement with AMUC

Mr. D'Angelo presented this item. Ms. Willson provided additional background.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving Second Amendment to Cost Share Agreement with AMUC, as presented.

L. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson discussed the newly required 4 hours of ethics training that is required in this calendar year. She fielded questions from the Board.

2. Engineer's Report

Mr. Tryka had nothing further to report.

3. Manager's Report

Mr. Karmeris went over the financials provided in the agenda packet.

N. FINAL PUBLIC COMMENTS

District resident Tom McCastro made a comment about electronic vehicles and the public being informed about what types are allowed or not allowed.

District resident Bea Sanford asked if the impact fees regarding the parks that had been brought up at the March 2023 meeting were received or are being received? Mr. Genson stated all builders have signed the impact fee agreements and that roughly half a million has been collected thus far. He added that there are plans for a committee to be created to program future amenities.

M. BOARD MEMBER COMMENTS

Mr. DiFlorio stated that Sal is doing a great job.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 9:49 a.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

FEBRUARY 2024

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	December 2024	Costs being reviewed	0%	Andrew Karmeris (District)	Partial Notice to Proceed.
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	3 rd Quarter 2023	TBD	Costs being reviewed	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout & vet handicap parking spot	06/06/2023	Fall 2023	Design Plans Complete	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Begin permitting. Out to bid in first quarter of 2024.
Additional Landscaping on Milano	07/11/2023	August 2023	Dec 2023	Costs being reviewed.	0%	David Genson (AMD)	AMD is working on pricing.
Parking on District Roads	09/13/2022	01/2023	Ongoing	N/A	N/A	Sal D'Angelo (District Operations Manager)	Signs have been delivered and installed.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Town Core Striping and Flashing Signs	09/13/2022	01/2023	01/05/24	\$188,000 (\$167,616 actual)	100%	Ted Tryka (District)	Completed on 01-09-2024
Asset Management	11/01/2022	10/1/23	9/30/24	\$75,000	FY24 – 0%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Reserve Funds (Irrigation and O&M)	11/01/2022	TBD	N/A	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Spring 2024 meeting.
Front Fountain	04/04/2023	N/A	Dec 2023	N/A	N/A	Donny Diaz	The signage lights project is complete. The fountains are currently down and waiting on parts to arrive.
National Gate monitoring	05/02/2023	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Sign at Oil Well Road/ Lighting Project	10/03/2023	01-17- 2024	11-12- 2024	\$544,758	6%	Ted Tryka (District	Signs Ordered. Lighting Shop drawings submitted to EOR and County for review.
---	------------	----------------	----------------	-----------	----	------------------------	--



MINUTES OF MEETING

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

PUBLIC MEETING FOR BID OPENING FOR ANTHEM PARKWAY PHASE 5A PROJECT

(COLLIER COUNTY, FLORIDA)

FEBRUARY 29TH, 2024

Present: Ted Tryka, District Engineer

Jaclyn Canerdy, Construction Manager

No Public Attendees Present

- I. **Call to order:** at 9:00 AM by Jaclyn Canerdy
- II. **Reading:** Done by Jaclyn Canerdy, Two Invitations to Bid for Anthem Parkway Phase 5A were sent to Prequalified Contractors for Landscape and Dry Utilities.
 - a. Landscape received one bid from O'Donnell Landscapes, Inc. totaling in the amount of (Eight Hundred and Eighty Thousand Nine Hundred and Five Dollars and Eighty-Five Cents) \$880,905.85.
 - b. Dry Utility received one bid from American Infrastructure Services (note it was received after the submittal deadline) totaling in the amount of (Five Hundred and Twenty-Seven Thousand and Two Dollars and Zero Cents) \$527,002.00
- III. **Future Action Steps:** Ave Maria Stewardship Community District Board Members will review at monthly Board Meeting on March 5th, 2024.
- IV. **Meeting Adjourned:** at 9:07 AM by Jaclyn Canerdy

Change Order No. 1

Date of Issuance: 12/14/2023 Effective Date: 12/14/2023

Project: Anthem Parkway Phase 5A	Owner: Ave Maria Community District	Owner's Contract No.:
Contract: Earthwork, Paving, Underground Utilities Construction at Anthem Parkway Phase 5A	Date of Contract: 11/17/2023	
Contractor: Earth Tech Enterprises, Inc.	Engineer's Project No.: P-AMD-037	

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

Description: Add for Survey, Bond Premium, Insurance and Admin Fee.

Misc. Add: \$258,303.58

Attachments (list documents supporting change): Earth Tech Enterprises CO dated 11/30/23

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$7,360,163.74
[Increase] [Decrease] from
previously approved Change
Orders No. NA to No. N/A
\$ -0-

Contract Price prior to this
Change Order:

\$7,360,163.74

Increase of this Change Order:

\$258,303.58

Contract Price incorporating this
Change Order:

\$7,618,467.32

CHANGE IN CONTRACT TIMES:

Original Contract Times: Calendar days
Substantial completion (days or date): 365
Ready for final payment (days or date): 60
[Increase] [Decrease] from previously approved Change Orders
No. NA to No. NA:
Substantial completion (days): NA
Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 365
Ready for final payment (days or date): 60

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): No change
Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:

Substantial completion (days or date): 365
Ready for final payment (days or date): 60

RECOMMENDED:

By: [Signature]

District Engineer (Authorized

Date: 02-19-2024

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature] District Manager

Owner (Authorized Signature)

Date: 2/6/24

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 2/19/24

Date: [Signature]



Earth Tech Enterprises

9921 Interstate Commerce Dr
Fort Myers, FL 33913
Phone: (239) 774-1223
Fax: (239) 774-1227

Change Order

C/O Date: 11/30/2023

Quoted to: Ave Maria Steward Community Di
2501A Burns Road

Regarding Job: Anthem Parkway Phase 5A
2356

Palm Beach Gardens, FL 33410

C/O No:	1	Comments
Sequence:	0	Survey, Bond Premium, Insurance to Cover Jensen,
Owner C/O No:	1	Administration Fee

Description	Qty	U/M	Unit Price	Amount
Survey	1.00	LS	96,800.00	96,800.00
Bond Premium	1.00	LS	92,002.00	92,002.00
Insurance to Cover Jensen Scope of Work 1% of Scope	1.00	LS	44,501.58	44,501.58
Administration fee	1.00	LS	25,000.00	25,000.00

Original Contract	\$	7,360,163.74
Previous Change Orders	\$	0.00
Revised Contract	\$	7,360,163.74
Current Change Order	\$	258,303.58
New Contract Total	\$	7,618,467.32

Authorized by:

Andrew Karmeris
Ave Maria Steward Community District Manager

Date:

2/6/24

Representative:

Earth Tech Enterprises

Date:

Change Order No. 2

Date of Issuance: January 30, 2024 Effective Date: January 30, 2024

Project: Anthem Parkway Phase 5A	Owner: Ave Maria Community District	Owner's Contract No.:
Contract: Earthwork, Paving, Underground Utilities Construction at Anthem Parkway Phase 5A	Date of Contract: 11/17/2023	
Contractor: Earth Tech Enterprises, Inc.	Engineer's Project No.: P-AMD-037	

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

Description: Remove Import fill for Wetland #2

Earthwork deduct (\$32,560.00)

Attachments (list documents supporting change): N/A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$7,360,163.74

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. NA to No. 1:

\$258,303.58

Contract Price prior to this Change Order:

\$7,618,467.32

Decrease of this Change Order:

(\$32,560.00)

Contract Price incorporating this Change Order:

\$7,585,907.32

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Calendar days

Substantial completion (days or date): 365

Ready for final payment (days or date): 60

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. NA to No. NA:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 365

Ready for final payment (days or date): 60

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): No change

Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:

Substantial completion (days or date): 365

Ready for final payment (days or date): 60

RECOMMENDED:

By: [Signature]

District Engineer (Authorized

Date: 02-19-2024

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature] District Manager

Owner (Authorized Signature)

Date: 2/6/24

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 2/19/24

Date:

CHANGE ORDER NO. 1

Date of Issuance: February 19, 2024

Effective Date: _____

Project: Ave Maria Blvd. and Oil Well Road Lighting	District: Ave Maria Stewardship Community District	District's Contract No.:
Contract: AMSCD Annual Contractors		Date of Contract: January 17, 2024
Contractor: Quality Enterprises USA, Inc.		Architect's/Engineer's Project No.:

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

Description: Add Performance Bond for \$538,958.00

Attachments: See attached Exhibit A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$538,958.00

Increase/Decrease from prior Change Orders:

\$0.00

Contract Price prior to this Change Order:

\$538,958.00

Increase/Decrease of this Change Order:

\$5,800.00

Contract Price incorporating this Change Order:

\$544,758.00

CHANGE IN CONTRACT TIMES:

Original Contract

~~Working days~~

Calendar days

Times:

Substantial completion (days or date): 300 Days

Ready for final payment (days or date): 300 Days

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____

Substantial completion (days): 0 Days

Ready for final payment (days): 0 Days

Contract Times prior to this Change Order:

Substantial completion (days or date): 0 Days

Ready for final payment (days or date): 0 Days

Increase/Decrease of this Change Order:

Substantial completion (days or date): 0 Days

Ready for final payment (days or date): 0 Days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 300 Days

Ready for final payment (days or date): 300 Days

RECOMMENDED BY:
EDWARD F. "TED" TRYKA III, P.E.
DISTRICT ENGINEER

By: 

Title: District Engineer

Date: 02-19-2024

ACCEPTED:
ANDREW KARMERIS, AVE MARIA
STEWARDSHIP COMMUNITY DISTRICT

By: 

Title: District Manager

Date: 2/19/24

ACCEPTED:
LOUIS J. GAUDIO
QUALITY ENTERPRISES USA, INC.

By: 

Title: Vice President


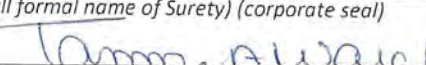
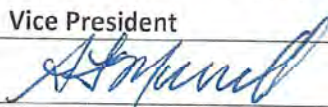
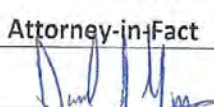
Date: 02/19/2024

Exhibit A

Bond Number Assigned by Surety:

[Bond Number 9433463]

PERFORMANCE BOND

Contractor Name: Quality Enterprises USA, Inc. Address (principal place of business): 3494 Shearwater Street Naples, FL 34117-8414 Telephone Number: 239-398-5980	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Telephone Number: (847) 605-6000
Owner Name: Ave Maria Stewardship Community District Mailing address (principal place of business): 2501A BURNS ROAD PALM BEACH GARDENS, FLORIDA 33410 Telephone Number: (561) 630-4922	Contract Description (name and location): The Ava Maria Boulevard and Oil Well Road Lighting Project Contract Price: \$538,958.00 Effective Date of Contract: January 17, 2024
Bond Bond Amount: \$538,958.00 Date of Bond: January 19, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Quality Enterprises USA, Inc. <i>(Full formal name of Contractor)</i>	Surety Fidelity and Deposit Company of Maryland <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Louis J. Gaudio <i>(Printed or typed)</i>	Name: Tammy A. Ward <i>(Printed or typed)</i>
Title: Vice President	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Stacey L. Murrell <i>(Printed or typed)</i> Secretary	Name: Daniel J. Grygo <i>(Printed or typed)</i> Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1 of 4

Bond Number Assigned by Surety:

[Bond Number 9433463]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 5.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 5.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 5.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:

[Bond Number 9433463]

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 5.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 5.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 5.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

Bond Number Assigned by Surety:

[Bond Number 9433463]



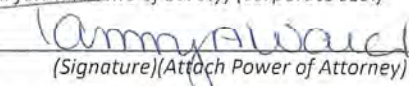
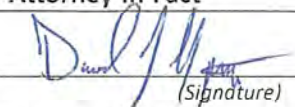
14. Definitions

- 5.1 *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 5.2 *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 5.3 *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 5.4 *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 5.5 *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

Bond Number Assigned by Surety:

9433463

PAYMENT BOND

Contractor Name: Quality Enterprises USA, Inc. Address (principal place of business): 3494 Shearwater Street Naples, FL 34117-8414 Telephone Number: 239-398-5980	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Telephone Number: (847) 605-6000
Owner Name: Ave Maria Stewardship Community District Mailing address (principal place of business): 2501A BURNS ROAD PALM BEACH GARDENS, FLORIDA 33410 Telephone Number: (531) 630-4922	Contract Description (name and location): The Ava Maria Boulevard and Oil Well Road Lighting Project Contract Price: \$538,958.00 Effective Date of Contract: January 17, 2024
Bond Bond Amount: \$538,958.00 Date of Bond: January 19, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Quality Enterprises USA, Inc. (Full formal name of Contractor) By:  (Signature) Name: Louis J. Gaudio (Printed or typed) Title: President Attest:  (Signature) Name: Stacey L. Murrell (Printed or typed) Title: Secretary	Surety Fidelity and Deposit Company of Maryland (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Tammy A. Ward (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Daniel J. Grygo (Printed or typed) Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1 of 4

Bond Number Assigned by Surety:

9433463

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

Bond Number Assigned by Surety:

9433463

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

9433463

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein**

Bond Number: 9433463

Obligee: Ave Maria Stewardship Community District

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tammy A. Ward**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

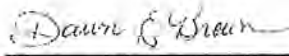
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 19th day of January, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



The Davey Tree Expert Company
5515 Yahl St Suite A
Naples, FL 34109-1951
Phone: (239) 403-9665 Fax: (239) 403-9662
Email: Rich.Wiland@davey.com



Client	10/19/2023
THE DAVEY TREE EXPERT CO. ATTN: ROGER ECHOLS 5072 ANNUNCIATION CIR STE 333 Ave Maria, FL 34142-9730	Proposal #: 20030816-1697712306 Account #: 7562401 Home: (407) 468-0326 Work: (407) 468-0326 Mobile: (321) 695-9213 Email: roger.echols@davey.com

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Pruning	February	\$118,000.00		\$118,000.00

AVE MARIA:

1,073 Hardwood Trees along common area street sides and 3 lakes

- Crown Raise up to 16-18 feet over street and 12-14 feet over lawn by selective removal and/or pruning of branches to elevate and shorten for vertical clearance.

Palm Pruning - pruning of selective fronds including dead, declining and dangerous fronds, flowers and fruit to a maximum angle of 180 degrees to the following palms:

- 950 Sabal Palms
- 256 Queen Palms
- 174 Medjool Palms

Remove all resulting debris

Streets listed below:

Ave Maria Blvd
Useppa Dr.
Avila
Torino
Milano
Pope John Paul II
Colby
Seton
Owens Way
Iron Horse Way
Annunciation Cir
3 Lakes

☐ Yes, please schedule the services marked above.



The Davey Tree Expert Company
5515 Yahl St Suite A
Naples, FL 34109-1951
Phone: (239) 403-9665 Fax: (239) 403-9662
Email: Rich.Wiland@davey.com



Client

10/19/2023

THE DAVEY TREE EXPERT CO.
ATTN: ROGER ECHOLS
5072 ANNUNCIATION CIR STE 333
Ave Maria, FL 34142-9730

Proposal #: 20030816-1697712306
Account #: 7562401
Home: (407) 468-0326
Work: (407) 468-0326
Mobile: (321) 695-9213
Email: roger.echols@davey.com

ACCEPTANCE OF PROPOSAL:The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

Richard Wiland

Richard Wiland
ISA Certified Arborist FL-6320A

Authorization

Date

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



11341 Lindbergh Blvd.
Fort Myers, FL 33913

PROJECT NUMBER : AMRRFB

CITY: Ave Maria

LOCATION : Downtown Locations

BID DATE : January 24, 2024

BID ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	4.00	EA Replace Battery and Power Supply	\$3,740.00	\$14,960.00
1	4.00	EA Replace MK 10 Controiler	\$1,760.00	\$7,040.00
1	4.00	EA In Road Warning Light Driver	\$3,130.00	\$12,520.00
1	4.00	EA Universal Flasher Interface	\$1,290.00	\$5,160.00
			Sub-Total	\$39,680.00

Total Bid	\$39,680.00
------------------	--------------------

NOTES :

- 1.) The above price is good for a period of 60 days unless reconfirmed in writing.
- 2.) Taxes and Insurance are included.

Doug McIntyre
02/02/2024

David Genson, 

Paradise Coast Builders

PO BOX 2623
Immokalee, FL, 34143
Paradisecoastbuilders@yahoo.com
239-658-5360
CGC #1506217
CCC #1331875
BBB accredited business
A+



Estimate

Estimate No: 1213
Date: 02/14/2024

For: Donny Diaz
ddiaz@sdsinc.org
Ave Maria, FL 34142

Description	Quantity	Rate	Amount
Concrete Pad 35x45	1	\$28,350.00	\$28,350.00
1) Grade area and form with slight slope for drainage			
2) Compact and dig 12"x12" footer and install #5 rebar around perimeter for added strength			
3) Pour new 5" thick concrete with fiber for added strength			
Subtotal			\$28,350.00
Total			\$28,350.00
Total			\$28,350.00

Paradise Coast Builders

Client's signature

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MARCH 2024

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	01/13/25	Est. \$10,264,854	25%	Andrew Karmeris (District)	Project underway
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4th Quarter 2024	1 st Quarter 2026	Est. \$8,394,852	0%	Andrew Karmeris (District)	Currently in design and permitting
Apron at Owens roundabout & vet handicap parking spot	06/06/2023	Fall 2023	Design Plans Complete	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Begin permitting. Complete Late Fall.
Parking on District Roads	09/13/2022	01/2023	Ongoing	N/A	N/A	Sal D'Angelo (District Operations Manager)	Towing contract has been executed. QR Code for parking policy and rules has been created and sent to vendor for fabrication.
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 42%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
National Gate monitoring	05/02/2023	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.
Sign at Oil Well Road/ Lighting Project	10/03/2023	01/17/2024	11/12/2024	\$544,758	16%	Ted Tryka (District)	Signs Scheduled for installation this week. Lighting Shop drawings approved.



Professional Engineers, Planners & Land Surveyors

7400 Tamiami Trail N., Suite 200, Naples, Florida 34108

Phone (239)597-3111

Fax: (239)566-2203

MEMORANDUM

Date: February 29, 2024
Project: AMSCD RFQ for Project Engineering, Survey and Landscape Architect Services
Subject: RFQ Evaluation
From: Edward "Ted" F. Tryka III, P.E., District Engineer
To: Andrew Karmeris, District Manager

AMSCD advertised for project engineering, survey, and landscape architect ("Professional") services that will be required for the District for design, permitting, and construction services for District projects.

One Qualification Statement was submitted by Peninsula Improvement Corp. d/b/a Peninsula Engineering.

The Qualification Statement was thorough, complete, and demonstrated Peninsula Engineering's experience providing professional services for Ave Maria Stewardship Community District. Their familiarity with the community as it pertains to design and permitting is an important element.

It should be noted that the electronic version of the Qualification Statement was received on time, but the requested hard copies were received the day after the due date. Although the submittal requirements were not met in their entirety, the electronic submittal substantially complies with the submittal requirements set forth in the advertisement.

Peninsula Engineering is highly qualified to perform design, permitting and construction services for future District projects. It is our recommendation to the Board to award Peninsula Engineering the full number of points in each competitive selection criteria category outlined below with the exception of Certified Minority Enterprise for a total of 95 points and negotiate a contract with Peninsula Engineering to provide professional services.

Company Overview

Peninsula Engineering is one of the area's most well-respected, full-service engineering firms established in 1983 under the name Peninsula Improvement Corporation. Building community, creating value, and committed to excellence, Peninsula Engineering is proud to show our commitment to the community and incorporate these values and high standards into every project as established by the founding principles of our parent company, Barron Collier Companies. We are a full-service engineering firm with site civil land development consulting committed to serving all our clients with the expert workmanship, customer service and responsible design we pride ourselves on blending the expansive scope and resources of a large company with the focus and personality of a boutique firm. With a wide variety of specialty professional engineering and construction services available—including civil engineering, landscape architecture, environmental services, survey, and planning and zoning services, Peninsula Engineering offers a comprehensive selection of solutions to all projects.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Ave Maria Stewardship Community District

2. PUBLIC NOTICE DATE

02/12/2024

3. SOLICITATION OR PROJECT NUMBER

Civil Engineering, Survey and Landscape Arch.

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

John C. English, President and David Hurst Sr. Vice President

5. NAME OF FIRM

Peninsula Improvement Corp. d/b/a Peninsula Engineering

6. TELEPHONE NUMBER

239-403-6700

7. FAX NUMBER

8. E-MAIL ADDRESS

jenglish@pen-eng.com and dhurst@pen-eng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

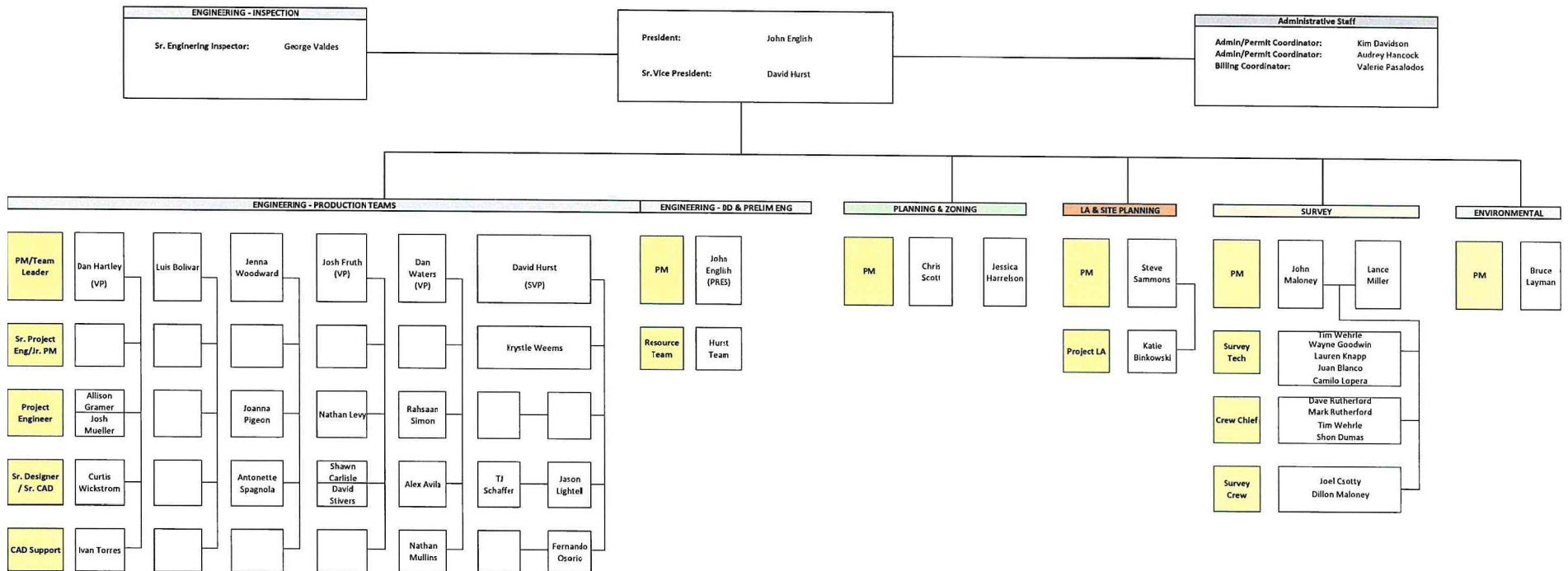
	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	✓				Peninsula Engineering <input type="checkbox"/> CHECK IF BRANCH OFFICE	2600 Golden Gate Parkway Naples, Florida 34105	Civil Engineer, Landscape Architect and Land Surveyor
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

PENINSULA ENGINEERING

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
John C. English, PE	Principal & Sr. Project Manager	a. TOTAL 28	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION <i>(City and State)</i> Peninsula Engineering, 2600 Golden Gate Parkway, Naples, Florida 34105			
16. EDUCATION <i>(Degree and Specialization)</i> See Attached Resume		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> See Attached	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> See Attached Resume			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Ave Maria SDP #1	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2007	CONSTRUCTION <i>(If applicable)</i> 2007
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Description: Site civil infrastructure to develop OWR entrance and Ave Maria Blvd Scope: Site Civil Design, Permitting, and Services During Construction; Size: +/- 400 Ac; Cost: +/- \$6,000,000		
(1) TITLE AND LOCATION <i>(City and State)</i> Ave Maria SDP #2	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2007	CONSTRUCTION <i>(If applicable)</i> 2007
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Description: Site civil infrastructure to develop 1st Phase Ave Maria University campus Scope: Site Civil Design, Permitting, and Services During Construction; Size: +/- 160 Ac; Cost: +/- \$3,000,000 (Est)		
(1) TITLE AND LOCATION <i>(City and State)</i> Maple Ridge Phase 1	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(If applicable)</i> 2014
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Description: Site civil infrastructure to develop a 64 lot single family subdivision Scope: Site Civil Design, Permitting, and Services During Construction; Size: +/- 12 Ac; Cost: +/- \$1,600,000		
(1) TITLE AND LOCATION <i>(City and State)</i> Maple Ridge Reserve	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2016
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Description: Site civil infrastructure to develop a 51 lot single family subdivision Scope: Site Civil Design, Permitting, and Services During Construction; Size: +/- 35 Ac; Cost: +/- \$3,000,000		
(1) TITLE AND LOCATION <i>(City and State)</i> Ave Maria Self Storage (Cube Smart)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2020
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Description: Site civil infrastructure to develop approx. 40,000 SF self storage facility Scope: Site Civil Design, Permitting, and Services During Construction; Size: +/- 2.3 Ac; Cost: +/- \$500,000		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Hurst, PE	Sr.VP and Sr. Project Manager	a. TOTAL 24+/-	b. WITH CURRENT FIRM 11+/-
15. FIRM NAME AND LOCATION <i>(City and State)</i> Peninsula Engineering, 2600 Golden Gate Parkway, Naples, Florida 34105			
16. EDUCATION <i>(Degree and Specialization)</i> See Attached Resume		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> See Attached	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Pope John Paul II Blvd., Ave Maria, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2005+/-	CONSTRUCTION <i>(If applicable)</i> 2017 +/-
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, Permitting and certification of PJPII Blvd. from the town core to Camp Keais Road		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Maple Ridge Phase 4, Ave Maria, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2017
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, Permitting and certification of Phase 4 at the Maple Ridge Community, a segment of Anthem Parkway (Anthem Phase 3) associated with the residential development.		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i> National at Ave Maria, Phases 2-4, Ave Maria, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting and certification of multiple phases of the residential and infrastructure development(containing AMSCD infrastructure).		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Maple Ridge Phases 7A/7B	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> onging
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting and certification of multiple phases of the residential and infrastructure development(containing AMSCD infrastructure).		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Ave Maria Blvd. Extension, Ave Maria, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006 +/-	CONSTRUCTION <i>(If applicable)</i> 2007 +/-
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Mgr. in with design EOR for construction of Ave Maria Bvd. Extension up to North Park and a segment of Anthem Parkway serving the Water Park.		<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lance Miller, P.S.M	Surveyor Manager	a. TOTAL 38+ Yrs Total	b. WITH CURRENT FIRM 1.7 yrs
15. FIRM NAME AND LOCATION <i>(City and State)</i> Peninsula Engineering, 2600 Golden Gate Parkway, Naples, Florida 34105			
16. EDUCATION <i>(Degree and Specialization)</i> See Attached Resume		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> See Attached	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Licensed PSM for 26 Year. Current member of Local surveyor and mapper chapter.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Silverwood, Ave Maria FL	PROFESSIONAL SERVICES 2	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Boundary Survey, Plat and construction stakeout for infrastructure including lakes, earthwork, underground utilities, curb and roadway.		
Maple Ridge 8, Ave Maria FL	PROFESSIONAL SERVICES 1.7	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Boundary Survey, Plat and start construction stakeout for infrastructure including lakes, earthwork, underground utilities, curb and roadway.		
Park of Commerce - Plaza, Ave Maria, FL	PROFESSIONAL SERVICES 1.7	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Boundary and topographic survey, construction stakeout for infrastructure including earthwork, underground, utilities, curb and roadway and building construction.		
Arthrex Phase 2, Ave Maria FL	PROFESSIONAL SERVICES 1.7	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Boundary and topographic survey, Plat, start construction stakeout for infrastructure including earthwork, underground, utilities, curb and roadway.		
Anthem Parkway Phase 5, Ave Maria, FL	PROFESSIONAL SERVICES 1.7	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Boundary and topographic survey, Plat, start construction stakeout for infrastructure including earthwork, underground, utilities, curb and roadway.		

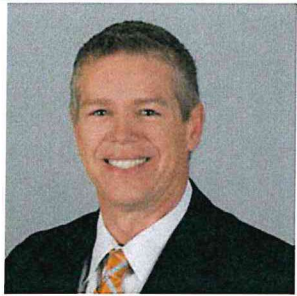
E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Steve Sammons	13. ROLE IN THIS CONTRACT Sr. Landscape Architect	14. YEARS EXPERIENCE a. TOTAL 34 b. WITH CURRENT FIRM 8	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Peninsula Engineering, 2600 Golden Gate Parkway, Naples, Florida 34105			
16. EDUCATION <i>(Degree and Specialization)</i> See Attached Resume		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> See Attached	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Leed AP, ULI			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Anthem Parkway, Town of Ave Maria, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2016-2023 CONSTRUCTION <i>(If applicable)</i> 2017-2023	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape, entry walls and tower for Anthem Parkway phases 1-4, +/- 2 miles of parkway <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Downtown landscape enhancements, Town of Ave Maria, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION <i>(If applicable)</i> 2023	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design and construction observation of landscape enhancements throughout the downtown parking lots and entry streets; +/- \$200,000 construction cost <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Main entry enhancements, Town of Ave Maria, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i> 2021	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design and construction observation of landscape/hardscape elements for the town main entry off Oil Well Road, entry walls, fountains and landscape, +/- \$900,000 construction cost <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		

Resumes



JOHN ENGLISH P.E., LEED, AP
PRESIDENT OF ENGINEERING

CONTACT

2600 Golden Gate Parkway
Naples, FL 34105
T: 239-403-6818
E: jenglish@pen-eng.com

MEMBERSHIPS

Florida Engineering Society
Past President Calusa Chapter

Engineer of the Year – Calusa Chapter

American Society of Civil Engineers



EXPERIENCE

PENINSULA ENGINEERING, NAPLES, FL
FEBRUARY 2012 - PRESENT

STANTEC

July 2010 – February 2012

WILSON MILLER, INC.

November 1995-July 2010

EDUCATION

UNIVERSITY OF FLORIDA

- B.S. Agricultural Engineering

LICENSES AND REGISTRATIONS

- State of Florida Professional Engineer License No.56171
- USGBC LEEP AP

CIVIC INVOLVEMENT

- Florida Engineering Leadership Institute
- Leadership Collier 2017
- Junior Achievement of Collier County Business Hall of Fame Committee – *Chairman of the Committee*

RELEVANT EXPERIENCE

- Residential Projects/Communities – Maple Ridge at Ave Maria, Traditions at Grey Oaks, Marco Shores Tract B, The National Golf and Country Club at Ave Maria Phase 1
- Senior Living Projects – Moorings Park at Grey Oaks
- Mixed-Use Projects – University Highland
- Commercial Projects – DeVoe Cadillac 2013 Renovation, Sabal Bay Commercial Phase 2, La Playa Beach Resort, Luv-a-Wash Car Wash Golden Gate City, Ave Maria Self Storage, Price Street Plaza (Owner's Representative), Promenade at Bonita Bay, Shoppes at Hammock Cove, Magnolia Square Shopping Center, Finemark Bank, Hamilton Harbor Marina
- Roadway Projects – Ave Maria Boulevard and Anthem Parkway Phase 1
- Medical Projects – Bayshore Retirement Memory Care at Creekside East, Bay Landing Memory Care
- Institutional Projects – Ave Maria University Mother Theresa Performing Arts Building, Guadalupe Center Jubilation Campus, Guadalupe Center Van Otterloo Campus



DAVID HURST P.E.
SENIOR VICE PRESIDENT OF
ENGINEERING

CONTACT

2600 Golden Gate Parkway
Naples, FL 34105
T: 239-403-6709
E: dhurst@pen-eng.com

MEMBERSHIPS

Florida Engineering Society
(FES)



EXPERIENCE

PENINSULA ENGINEERING, NAPLES, FL
AUGUST 2013 - PRESENT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), FT MYERS, FL
JUNE 2012 – JULY 2013

WILSONMILLER, INC./STANTEC, NAPLES, FL
JUNE 1999 – JUNE 2012

EDUCATION

UNIVERSITY OF FLORIDA

- B.S. Civil Engineering, 1999

LICENSES AND REGISTRATIONS

- State of Florida Professional Engineer License No.60727
- LEEP Accredited Professional Engineer

CIVIC INVOLVEMENT

- Leadership Collier 2015

RELEVANT EXPERIENCE

- Multi-Family Residential (recent examples)
 - National at Ave Maria (multiple phases) – Townhomes and multi-story condominiums located in The Town of Ave Maria. Client – Lennar Homes.
 - Springs at Hammock Cove - Apartments located in Collier County. Client – Continental Properties.
- Single Family Residential
 - Maple Ridge at Ave Maria (multiple phases) – master planned subdivision located in The Town of Ave Maria. Client – CC Homes
 - Fronterra (multiple phases) – subdivision located in Collier County. Client – CC Homes
- Commercial
 - The Pointe at Founders Square – retail/restaurant center located in Collier County. Client – BCHD
 - The Plaza at Founders Square - retail/restaurant center located in Collier County. Client – BCHD



STEVE SAMMONS, RLA, AP
LANDSCAPE/GRAPHIC DESIGNER
PENINSULA ENGINEERING

CONTACT

2600 Golden Gate Parkway
Naples, FL 34105
T: 239-403-6710
E: ssammons@pen-eng.com



EXPERIENCE

- **PENINSULA ENGINEERING, NAPLES, FL**
2016 – PRESENT
- **STANTEC, NAPLES, FL**
2012 – 2016
- **WILSONMILLER, NAPLES, FL**
2000 – 2012
- **EDWARD D. STONE JR. AND ASSOCIATES, FT. LAUD., FL**

EDUCATION

UNIVERSITY OF FLORIDA

- Bachelor of Science in Landscape Architecture, 1988

LICENSES AND REGISTRATIONS

- Registered Landscape Architect License No. LA0001394
- LEED Accredited Professional, USGBC
- Member, Urban Land Institute

OVERVIEW

- With 30+ years as a licensed Landscape Architect in Florida and over 20 years specifically in Southwest Florida, Steve is involved in all aspects of project design and development including site analysis, conceptual design and design development, preparation of construction documents and construction observation. Responsibilities span both private and public sectors with projects ranging from community master planning, commercial development, signage and entry features, enhanced landscape design and permitting services.

RECENT PROJECT EXPERIENCE

- The Town of Ave Maria
- Founders Square
- Founders Plaza
- Mark Lane Apartments
- Addison Place Apartments and Retail Outparcels
- Creekside Corners



LANCE MILLER
GEOMATICS & SURVEY
MANAGER

CONTACT

2600 Golden Gate Parkway
Naples, FL 34105
T: 239-403-6770
E: lmiller@pen-eng.com



EXPERIENCE

- **PENINSULA ENGINEERING, NAPLES, FL**
JUNE 2022 - PRESENT
- **STANTEC**
2012 – June 2022
- **WILSONMILLER**
1986 – 2012

EDUCATION

CLARK STATE

- Engineering working on associate degree.

LICENSES AND REGISTRATIONS

CAD

- Licensed PSM - 1996

OVERVIEW

- Mr. Miller received his PSM licensing in 1996 and has been in the survey field for over 38 years – 28 of which he surveyed as Project Manager. Lance has been responsible for plats, boundary surveys, construction stakeout, topographic surveys, and condominium exhibits in many subdivisions. He and his team started Ave Maria from the ground up with backbone infrastructure, university, town center, chapel and K-12 school.

RELEVANT PROJECT EXPERIENCE

- The Town and University of Ave Maria
- Naples Philharmonic
- Naples Botanical Gardens
- Grey Oaks
- Estuary
- Lely Resort
- Maple Ridge
- Silverwood
- Pelican Marsh
- Pelican Bay
- Waterside Shops
- Founders Squar
- Addison Apartments and Tree Farm Apartments

Business, Professional Licenses and Qualifier

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course
Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity
List Search](#)

LICENSEE DETAILS

3:38:45 PM 1/10/2024

Licensee Information

Name:	PENINSULA IMPROVEMENT CORPORATION (Primary Name) PENINSULA ENGINEERING (DBA Name)
Main Address:	2640 GOLDEN GATE PARKWAY NAPLES Florida 34105
County:	COLLIER

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	28275
Status:	Current
Licensure Date:	09/09/2008
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

COLLIER COUNTY BUSINESS TAX
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2024**

BUSINESS TAX NUMBER: **100141**

LOCATION: 2600 GOLDEN GATE PARKWAY
ZONED: CITY
BUSINESS PHONE: 239-262-2600
STATE OR COUNTY LIC #: 28275



DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

PENINSULA IMPROVEMENT CORPORATION
PENINSULA ENGINEERING
GENSON, DAVID B.
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

CLASSIFICATION: **ENGINEERING BUSINESS**
CLASSIFICATION CODE: 03600101

-THIS TAX IS NON-REFUNDABLE-

DATE	07/26/2023
AMOUNT	30.00
RECEIPT	502-24-00074108

Rob Stoneburner

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

COLLIER COUNTY BUSINESS TAX
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2024**

BUSINESS TAX NUMBER: 100142

LOCATION: 2600 GOLDEN GATE PARKWAY
ZONED: CITY
BUSINESS PHONE: 239-262-2600
STATE OR COUNTY LIC #: 54900



DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

PENINSULA IMPROVEMENT CORPORATION
PENINSULA ENGINEERING
GENSON, DAVID B.
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

CLASSIFICATION: ENGINEER
CLASSIFICATION CODE: 03600801

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE 07/26/2023
AMOUNT 30.00
RECEIPT 502-24-00074108

Rob Stoneburner

COLLIER COUNTY BUSINESS TAX
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2024**

BUSINESS TAX NUMBER: 831426

LOCATION: 2600 GOLDEN GATE PKWY
ZONED:
BUSINESS PHONE: 262-2600
STATE OR COUNTY LIC #:



DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

PENINSULA IMPROVEMENT CORP

PENINSULA IMPROVEMENT CORP

2600 GOLDEN GATE PKWY
NAPLES, FL 34105

CLASSIFICATION: LAND RESEARCH & DEVELOPMENT

CLASSIFICATION CODE: 03604801

This document is a business tax only. This is not certification that licensee is qualified.

It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE	07/26/2023
AMOUNT	30.00
RECEIPT	502-24-00074108

Rob Stoneburner



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ENGLISH, JOHN C.

1901 CURLING AVENUE
NAPLES FL 34109

LICENSE NUMBER: PE56171

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HURST, DAVID J.

2600 GOLDEN GATE PARKWAY
NAPLES FL 34105

LICENSE NUMBER: PE60727

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SAMMONS, STEVEN PAUL

PENINSULA IMPROVEMENT CORPORATION
2600 GOLDEN GATE PARKWAY
NAPLES FL 34105

LICENSE NUMBER: LA0001394

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/09/2023

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.



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER P-AMD-015		
21. TITLE AND LOCATION <i>(City and State)</i> Anthem Parkway Phase 1, Ave Maria Florida 34142	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2016</td> <td>CONSTRUCTION <i>(If applicable)</i> 2017</td> </tr> </table>		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2017
PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2017			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER AMSCD with conveyance by AMD, LLLP	b. POINT OF CONTACT NAME John English	c. POINT OF CONTACT TELEPHONE NUMBER 239-403-6700
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Anthem Parkway Phase 1 and 2:

Site Civil Engineer of Record providing site civil engineering design, permitting, construction management, and inspection and certification services for the construction of approximately 6,400 LF of roadway (including two (2) roundabouts), utility mainlines, and irrigation pond (IPS-5), all serving the Town of Ave Maria. Peninsula Engineering also provided design, construction management and certification services for the project landscape design.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Peninsula Engineering	(2) FIRM LOCATION <i>(City and State)</i> 2600 Golden Gate Parkway, Naples, FL 34105	(3) ROLE Civil Engineering and Landscape Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER P-AMD-015		
21. TITLE AND LOCATION <i>(City and State)</i> Anthem Parkway Phase 2, Ave Maria Florida 34142	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2017</td> <td>CONSTRUCTION <i>(If applicable)</i> 2018</td> </tr> </table>		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> 2018
PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> 2018			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER AMSCD with conveyance by AMD, LLLP	b. POINT OF CONTACT NAME John English	c. POINT OF CONTACT TELEPHONE NUMBER 239-403-6700
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Anthem Parkway Phase 1 and 2:

Site Civil Engineer of Record providing site civil engineering design, permitting, construction management, and inspection and certification services for the construction of approximately 6,400 LF of roadway (including two (2) roundabouts), utility mainlines, and irrigation pond (IPS-5), all serving the Town of Ave Maria. Peninsula Engineering also provided design, construction management and certification services for the project landscape design.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Peninsula Engineering	(2) FIRM LOCATION <i>(City and State)</i> 2600 Golden Gate Parkway, Naples, FL 34105	(3) ROLE Civil Engineering and Landscape Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER P-AMD-027		
21. TITLE AND LOCATION <i>(City and State)</i> Anthem Parkway Phase 4, Ave Maria Florida 34142	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION <i>(If applicable)</i> 2023</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023
PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER AMSCD with conveyance by AMD, LLLP	b. POINT OF CONTACT NAME John English	c. POINT OF CONTACT TELEPHONE NUMBER 239-403-6700
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Anthem Parkway Phase 4:

Site Civil Engineer of Record providing site civil engineering design, permitting, construction management, and inspection and certification services for the construction of approximately 2,200 LF of roadway and utility mainlines serving the Town of Ave Maria. Peninsula Engineering also provided design, construction management and certification services for the project landscape design.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Peninsula Engineering	(2) FIRM LOCATION <i>(City and State)</i> 2600 Golden Gate Parkway, Naples, FL 34105	(3) ROLE Civil Engineering and Landscape Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER P-AMD-037		
21. TITLE AND LOCATION <i>(City and State)</i> Anthem Parkway Phase 5A, Ave Maria Florida 34142	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2023</td> <td>CONSTRUCTION <i>(If applicable)</i> Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> Ongoing
PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> Ongoing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER AMSCD with conveyance by AMD, LLLP	b. POINT OF CONTACT NAME John English	c. POINT OF CONTACT TELEPHONE NUMBER 239-403-6700
---	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Anthem Parkway Phase 5A:

Site Civil Engineer of Record providing site civil engineering design, permitting, construction management, and inspection and certification services for the construction of approximately 4,900 LF of roadway and utility mainlines serving the Town of Ave Maria. Peninsula Engineering also provided design, construction management and certification services for the project landscape design.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Peninsula Engineering	(2) FIRM LOCATION <i>(City and State)</i> 2600 Golden Gate Parkway, Naples, FL 34105	(3) ROLE Civil Engineering and Landscape Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER P-AMD-044		
21. TITLE AND LOCATION <i>(City and State)</i> Mass Way Irrigation Extension Ave Maria FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2023</td> <td>CONSTRUCTION <i>(If applicable)</i> Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> Ongoing
PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> Ongoing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER AMSCD and AMUC	b. POINT OF CONTACT NAME David Hurst	c. POINT OF CONTACT TELEPHONE NUMBER 239-403-6700
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design, permitting and construction of approximately 2,000LF of irrg. main, approx. 2,150 LF effluent main, and approx. 50LF of force main casing for future connection on existing Massa Way, from the intersection of Ave Maria Blvd. to existing Agostine Way.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Peninsula Engineering	(2) FIRM LOCATION <i>(City and State)</i> 2600 Golden Gate Parkway, Naples, FL 34105	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Anthem Parkway - Phase 1	6	
2	Anthem Parkway - Phase 2	7	
3	Anthem Parkway - Phase 4	8	
4	Anthem Parkway - Phase 5A	9	
5	Massa Way Irrigation Extension	10	

[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Anthem Parkway - Phase 1	6	
2	Anthem Parkway - Phase 2	7	
3	Anthem Parkway - Phase 4	8	
4	Anthem Parkway - Phase 5A	9	
5	Massa Way Irrigation Extension	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

COI

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

TO THE BEST OF MY
KNOWLEDGE AND BELIEF

32. DATE

2-22-21

33. NAME AND TITLE

DAVID HURST, SR VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 413 North Shore Drive, SW Suite E Knoxville TN 37919	CONTACT NAME: Jennifer Angus PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: Jennifer.Angus@MarshMMA.com
INSURED Peninsula Improvement Corporation dba Peninsula Engineering 2600 Golden Gate Parkway Naples FL 34105	INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: Valley Forge Insurance Company INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2010409443**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7034287479	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7034321940	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WTE506896201	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insurance Verification Purposes

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

1. SOLICITATION NUMBER (If any)


(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Peninsula Improvement Corp. d/b/a Peninsula Engineering			3. YEAR ESTABLISHED 2010		4. UNIQUE ENTITY IDENTIFIER PEN-ENG	
2b. STREET 2600 Golden Gate Parkway			5. OWNERSHIP			
2c. CITY Naples		2d. STATE FL	2e. ZIP CODE 34105		a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE John English, President and David Hurst, Sr. Vice President			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER 239-403-6700			6c. EMAIL ADDRESS jenglish@pen-eng.com and		7. NAME OF FIRM (If Block 2a is a Branch Office) dhurst@pen-eng.com	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Admin	2		L02	1-2 years	5 _A
08	CADD	13		E09	5+ YEARS	3 _B
12	Civil Engineer	6		E10	5+ YEARS	3 _B
19	Ecologist	1		L03	5+ YEARS	5 _A
38	Surveyor	2		F01	2-4 YEARS	4 _B
39	Landscape Architect	1		C10	5+ YEARS	5 _A
47	Planner	2		D07	5+ YEARS	4 _B
				H10	5+ YEARS	3 _B
				H11	5+ YEARS	7 _A
	Other Employees	18				
	Total	45				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	<input type="text" value="0"/>	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	<input type="text" value="0"/>	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	<input type="text" value="0"/>	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE		b. DATE 2/27/2024
c. NAME AND TITLE David Hurst, Sr. Vice President	* TO THE BEST OF MY KNOWLEDGE AND BELIEF	

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A CONTRACT FOR PROJECT ENGINEERING, SURVEY AND LANDSCAPE ARCHITECT SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has competitively solicited proposals for project engineering, surveying and landscape architect services (the “Services”); and

WHEREAS, the District has received and evaluated responses from one (1) firm interested in providing those services; and

WHEREAS, the Board hereby determines that such firm was ranked as the most highly ranked applicant in accordance with the terms of the Request for Qualifications.

WHEREAS, in the best interest of the District, the Board desires to award continuous contracts to such proposer.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The response submitted by Peninsula Improvement Corp. d/b/a Peninsula Engineering best serves the interests of the District.

SECTION 3. Continuous contracts shall be awarded for project engineering, surveying, and landscape architecture services.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to the respondent to the extent required by law and to proceed with the execution of contracts with the selected respondent.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th of March, 2024.

ATTEST:

**BOARD OF SUPERVISORS OF THE
AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Thomas Peek, Chairman

**LICENSE AGREEMENT BY AND BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND CC AVE MARIA, LLC, REGARDING TEMPORARY
GATE INSTALLATION AND MAINTENANCE**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this _____ day of _____, 2024, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, *Laws of Florida*, as amended, being situated in Collier County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

CC Ave Maria, LLC, a Florida limited liability company, with an address of 2020 Salzedo Street, 2nd Floor, Coral Gables, FL 33134 (the “Licensee”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates, and maintains certain facilities and real property including certain roadways (the “District Property”), which facilities and real property are within the boundaries of the District; and

WHEREAS, the Licensee installed temporary gate and fence improvements (the “Improvements”) on the District Property, at the location more specifically identified in **Exhibit A**, prior to such roadways being conveyed to the District; and

WHEREAS, the Licensee desires to maintain the Improvements for a limited duration during such time as model homes are in use; and

WHEREAS, the District is willing to allow the Licensee to continue to maintain the Improvements pursuant to the terms set forth in this License Agreement; and

WHEREAS, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF INSTALLATION AND MAINTENANCE LICENSE. The District hereby grants to the Licensee a non-exclusive license (“License”) to access and install, maintain, repair and replace the Improvements on certain District Property cross-hatched in red on **Exhibit A**, limiting public access to a .58 acre area for the term of this License Agreement (the “License Area”).

3. CONDITIONS ON THE LICENSE. The License granted herein is subject to the following terms and conditions:

A. The District hereby grants the Licensee, its officers, employees, contractors, customers, invitees and affiliates the limited right to access the District Property and use the License Area for the purposes described in this License Agreement.

B. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Licensee or its officers, employees, contractors, customers, invitees and affiliates.

C. Licensee shall be solely responsible for any and all costs or fees associated with the installation of the Improvements and routine maintenance of the License Area. Upon termination of the License Agreement, Licensee shall remove all Improvements and repair any damage to the roadway surface resulting from such removal.

D. Licensee shall ensure that all Improvements located within the License Area are in accordance with all governmental requirements.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of two (2) years, ending on _____, 2026; provided, however, this License Agreement will automatically renew for successive one (1) year periods until all of the platted lots adjacent to the License Area are closed with end users, at which time this License Agreement shall terminate. In the event any portion of the platted lots adjacent to the License Area are closed with end users and require roadway access via the License Area, the parties agree the License Agreement shall be amended to accommodate such access.

5. COMPENSATION. The Licensee shall annually pay District two thousand, five hundred dollars (\$2,500.00) annually for the use of the License Area. Initial payment shall be prorated and made upon execution of this License Agreement, and subsequent annual payments shall be due October 15 of each fiscal year, with next payment due October 15, 2024.

6. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked in the event of an uncured default as provided in Section 10 below. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon

receipt by Licensee. The provisions of Sections 13 and 14, below, shall survive any revocation, suspension or termination of this License Agreement.

7. COMPENSATION. The Licensee shall provide the Improvements at no cost to the District. The Licensee shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this License Agreement.

8. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the installation and maintenance of the Improvements and shall, upon request of the District, provide proof of such compliance.

9. CARE OF PROPERTY. Licensee shall assume responsibility for any and all damage to the License Area as a result of the Licensee's activities under this License Agreement, including any damage caused by its authorized representatives or contractors. Licensee shall repair any damage resulting from its operations under this License Agreement within a reasonable time. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

10. DEFAULT AND TERMINATION. District shall notify the Licensee in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this License Agreement or any action of the Licensee or any of its agents, contractors, servants, employees, or material men, but the failure of the District to timely notify the Licensee shall not relieve the Licensee from its obligations hereunder. If the Licensee fails to cure any default under this License Agreement within thirty (30) days after its receipt of notice of such default (or such longer period if reasonably necessary so long as the Licensee diligently pursues such cure), District may terminate this Agreement by written notice to the Licensee, such termination to be effective upon the giving of such written notice of termination.

11. INDEMNIFICATION.

A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. To the fullest extent permitted by law, the Licensee agrees to defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the use of the License Area pursuant to this License Agreement. Furthermore, the Licensee will contractually require its contractors to defend, indemnify, save and hold the

District Indemnitees harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee's contractors, subcontractors or assigns in connection with any work done pursuant to this License Agreement.

C. This right of indemnification shall not apply (i) if the District Indemnitee(s) are adjudged to be grossly negligent or engaged in wanton or willful misconduct and/or (ii) if the matter for which the District seeks indemnification hereunder is covered by an insurance policy maintained by the District or the Licensee.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity.

12. INSURANCE.

A. Licensee Insurance Requirement. The Licensee shall, at its own expense, maintain insurance during the term of this License Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000. The District, together with its staff, directors, agents and supervisors, as applicable, shall be named as an additional insured. The Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. The Licensee's insurance shall remain in place throughout the term of this License Agreement.

B. Licensee's Contractor Insurance Requirement. Licensee shall require all contractors doing work within the District Property to maintain insurance applicable to the work being done within the District Property for the duration of the work with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000 and name the District, together with its staff, directors, agents and supervisors, as applicable, as an additional insured. Such contractor's insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Licensee shall furnish District certificates evidencing coverage in advance of any contractor commencing any work within the District Property. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this License Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

14. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

15. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance; provided, however, neither party shall be entitled to consequential damages as a right or remedy for any breach of this License Agreement.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

17. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

18. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

19. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

20. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: CC Ave Maria, LLC
2020 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134
Attn: CFO and General Counsel

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

21. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is **Andrew Karmeris** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such

public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-630-4922, AKARMERIS@SDSINC.ORG, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

23. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Collier County, Florida.

24. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Licensee shall keep, observe, and perform all requirements of applicable local, State and Federal Laws, rules, regulations, or ordinances.

25. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

27. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

29. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

30. COUNTERPARTS. This License 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this License Agreement the day and year first written above.

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

CC AVE MARIA, LLC, a Florida limited liability
company

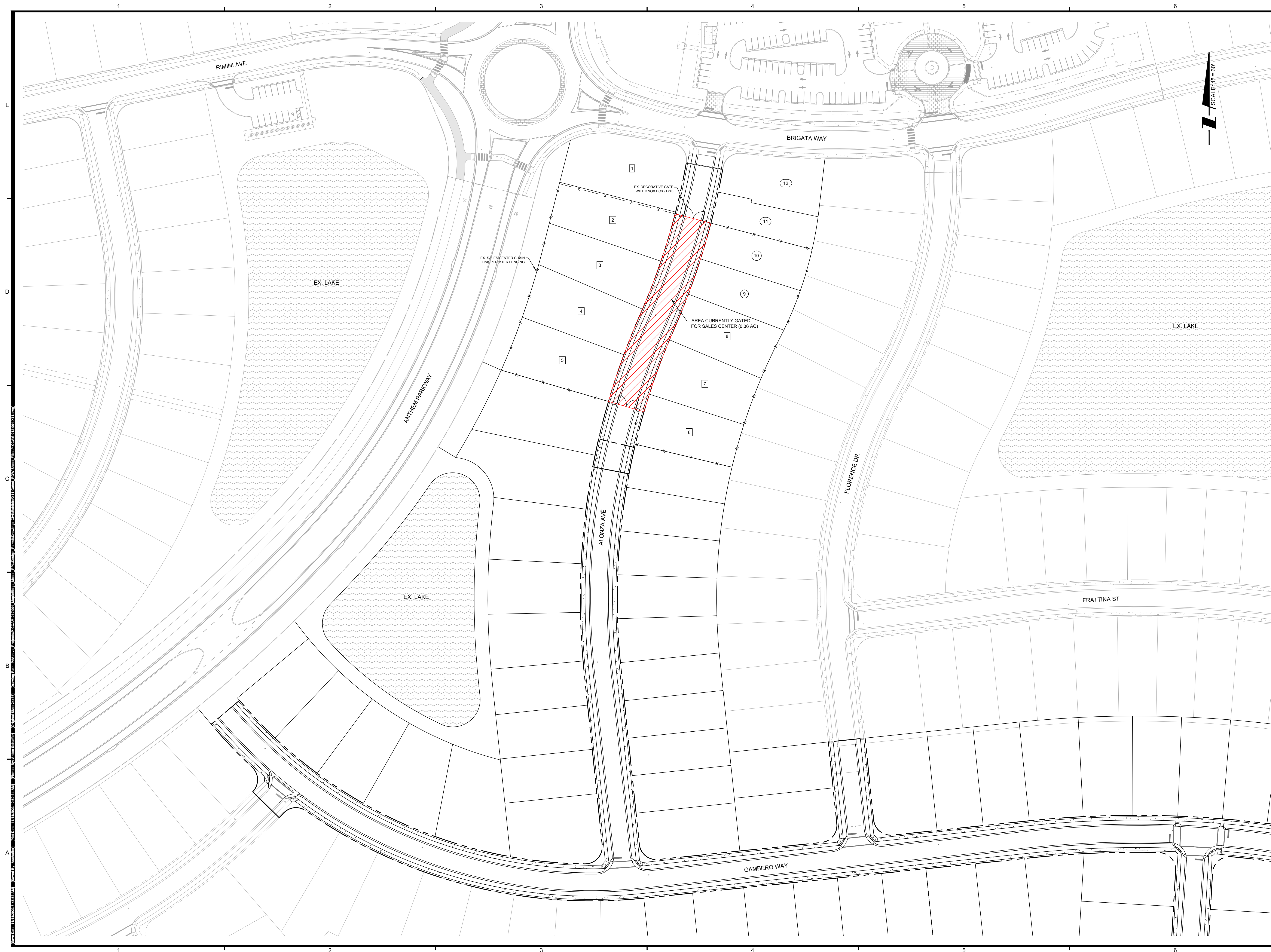
Signature

By: _____
Its: _____

Print Name of Witness

Exhibit A: Scope of Improvements

Exhibit A
Scope of Improvements



MAPLE RIDGE
AT AVE MARIA
PHASE 6A

TITLE: _____

SALES CENTER
R.O.W. EXHIBIT

CLIENT: _____

CC AVE MARIA, LLC

REVISIONS: _____

[illegible]

NOTES:

PROFESSIONAL SEALS:

PROFESSIONAL ENGINEER: _____

FLORIDA LICENSE NUMBER: _____

Florida Engineering Certificate of Authorization #28275
Florida Landscape Certificate of Authorization #LC28000632

DATUM NOTE:
ALL ELEVATIONS ARE BASED ON NAVD 88
(NORTH AMERICAN VERTICAL DATUM OF 1988).

Bar Scale: 1" = 60'

SEC:4 TWP:48S RGE: 29E

City: AVE MARIA County: COLLIER

Designed by: ANTON SCHAFFER

Drawn by: ANTON SCHAFFER

Date: NOVEMBER 2023

Horizontal Scale: $1" = 60'$

Vertical Scale: N.T.S.

File Name: P-CCAM-012-001-X11.dwg

Project Number: P-CCAM-012-001

C Y11

Sheet ID: C-X11

Sheet Number: 01 of 01







STOP

SETON

SPEED
LIMIT
25

Pulte
HOMES
AVALON
PARK
↑



Professional Engineers, Planners & Land Surveyors

7400 Tamiami Trail N., Suite 200, Naples, Florida 34108

Phone (239)597-3111

Fax: (239)566-2203

MEMORANDUM

Date: March 1, 2024
Project: Anthem Parkway Phase 5A – Landscaping and Dry Utilities
Subject: Bid Results and Recommendation of Award of Contract
From: Edward F. Tryka III, PE, District Engineer
To: Andrew Karmeris, District Manager

All prequalified contractors were contacted with an invitation to bid due on February 27, 2024. The bid was split into two categories – Landscaping/Irrigation and Dry Utilities. Contractors were allowed to submit a bid for a single category or both categories.

For the Landscaping/Irrigation category, one bid was received from O'Donnell Landscapes, Inc. for \$868,655.85 plus a performance bond of \$12,250 for a total of \$880,905.85.

For the Dry Utilities category, one bid was received from American Infrastructure Services for \$527,002.00 (including performance bond).

The bids were checked for mathematical errors, and none were found.

It should be noted that the bid from American Infrastructure Services was received a day late due to e-mail issues on the contractor's end. As there were no responsive bids timely received, the District, in accordance with District of Procedure Rule 3.5, may proceed with the procurement of construction services in the manner the Board determines is in the best interests of the District, which may include a direct purchase of the construction services without further competitive selection processes. It is our recommendation that the bid from American Infrastructure Services is accepted.

Based upon our review of the bids received it is our recommendation to the Board that it finds O'Donnell Landscapes, Inc. the lowest responsive bid submitted by a responsive bidder for the Landscaping/Irrigation portion of the project and acceptance of the American Infrastructure Services is in the best interests of the District for the Dry Utilities portion of the project. In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with either O'Donnell Landscapes, Inc. or American Infrastructure Services that would prevent us from recommending their selection as the lowest responsive bids submitted by responsive and responsible bidders.

Agnoli, Barber & Brundage, Inc. looks forward to working successfully with the selected bidders on this project.



11341 Lindbergh Blvd
Fort Myers,

PROJECT NUMBER : AMAPP5DU

COUNTY : Ave Maria

LOCATION : Athem Parkway Phase 5 Dry Utilites

BID DATE : February 23, 2024

BID ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1,840.00 LF	F&I Six 4" SCH 40 PVC LCEC	\$80.00	\$147,200.00
2	6,910.00 LF	F&I Three 4" SCH 40 PVC LCEC	\$44.00	\$304,040.00
3	5,690.00 LF	F&I One 2" SCH 40 PVC LCEC	\$9.80	\$55,762.00
4	1.00 LS	Mobilization/Bond	\$20,000.00	\$20,000.00
			Phase 1	\$527,002.00

BID TOTAL	\$527,002.00
------------------	---------------------

NOTES :

- 1.) All Material, equipment and labor is included
- 2.) Layout and Staking by Others
- 3.) Price is good for 60 days unless reconfirmed in writing
- 4.) Addendum 1 is Acknowledged in this proposal

Doug McIntyre

02/28/2024

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT AND EXECUTION OF APPLICABLE COST SHARES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the anthem Parkway Phase 5A Landscaping and Dry Utilities project (the “Project”); and

WHEREAS, the District has received and evaluated bids from one (1) prequalified contractor interested in providing Landscaping/Irrigation services; and

WHEREAS, O'Donnell Landscape, Inc.. submitted a responsive bid for Landscaping/Irrigation services(the “Landscaping/Irrigation Contractor”); and

WHEREAS, no bids were timely received for dry utilities services; and

WHEREAS, in accordance with District Rule of Procedure Rule 3.5, the Board may proceed with the procurement of construction services in the manner the Board determines is in the best interests of the District, which may include a direct purchase of the construction services without further competitive selection process;

WHEREAS, American Infrastructure Services submitted a bid after the deadline which staff has reviewed and recommends accepting as a direct purchase of construction services (the “Dry Utilities Contractor”); and

WHEREAS, in the best interest of the District, the Board desires to award contracts to the Landscaping/Irrigation Contractor and Dry Utilities Contractor.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The bids submitted by the Landscape/Irrigation Contractor and the Dry Utilities Contractor are the bid which best serves the interests of the District.

SECTION 3. The Contractors shall be awarded a contract for their respective construction services for the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer. Further the Chairman is authorized to execute a cost share agreement with any respective entities for non-District items of work related to the included in the Landscape/Irrigation of Dry Utilities Contractor's bid and related to the Project.

SECTION 6. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 7. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of March, 2024.

ATTEST:

**BOARD OF SUPERVISORS OF THE
AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Thomas Peek, Chairman

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 • Payroll Tax Expense	168.30	734.00	-565.70	22.93%
01-1131 • Supervisor Fees	2,200.00	9,600.00	-7,400.00	22.92%
01-1310 • Engineering	23,375.50	85,000.00	-61,624.50	27.5%
01-1311 • Management Fees	36,000.00	108,000.00	-72,000.00	33.33%
01-1313 • Website Management	1,000.00	2,500.00	-1,500.00	40.0%
01-1315 • Legal Fees	24,465.49	80,000.00	-55,534.51	30.58%
01-1320 • Audit Fees	0.00	20,300.00	-20,300.00	0.0%
01-1330 • Arbitrage Rebate Fee	650.00	3,900.00	-3,250.00	16.67%
01-1441 • Travel & Lodging	7,073.82	5,000.00	2,073.82	141.48%
01-1450 • Insurance	107,697.00	45,000.00	62,697.00	239.33%
01-1480 • Legal Advertisements	3,888.64	8,000.00	-4,111.36	48.61%
01-1512 • Miscellaneous	6,178.62	6,000.00	178.62	102.98%
01-1513 • Postage and Delivery	801.05	2,000.00	-1,198.95	40.05%
01-1514 • Office Supplies	1,319.10	3,500.00	-2,180.90	37.69%
01-1540 • Dues, License & Subscriptions	7,898.55	500.00	7,398.55	1,579.71%
01-1541 • Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 • Trustee Fees	3,950.00	35,000.00	-31,050.00	11.29%
01-1734 • Continuing Disclosure Fee	0.00	12,000.00	-12,000.00	0.0%
01-1735 • Assessment Roll	0.00	20,000.00	-20,000.00	0.0%
01-1801 • Landscaping - Miscellaneous	5,068.00	31,500.00	-26,432.00	16.09%
01-1808 • Irrigation Repair	159,988.64	110,000.00	49,988.64	145.44%
01-1813 • Storm Cleanup - Electric	0.00	26,250.00	-26,250.00	0.0%
01-1814 • Storm Cleanup	0.00	60,000.00	-60,000.00	0.0%
01-1815 • Miscellaneous Maintenance	2,213.90	50,000.00	-47,786.10	4.43%
01-1816 • Electric-Streetlights,Landscape	35,777.52	89,250.00	-53,472.48	40.09%
01-1817 • Maintenance Street Sweeping	0.00	1,050.00	-1,050.00	0.0%
01-1818 • Striping & Traffic Markings	5,823.95	150,000.00	-144,176.05	3.88%
01-1819 • Street Light Maintenance	52,210.09	120,000.00	-67,789.91	43.51%
01-1820 • Maint Sidewalk/Curb Repairs	37,018.48	157,500.00	-120,481.52	23.5%
01-1830 • Maintenance Contracts	258,768.52	715,000.00	-456,231.48	36.19%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through January 2024

	<u>Oct '23 - Jan 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1831 • Tree Trimming	0.00	153,300.00	-153,300.00	0.0%
01-1832 • Storm Cleanup - Landscaping	0.00	26,250.00	-26,250.00	0.0%
01-1833 • Plant Replacement	44,052.33	100,000.00	-55,947.67	44.05%
01-1834 • Mulch	106,148.00	147,000.00	-40,852.00	72.21%
01-1838 • Water Management & Drain	1,300.00	4,200.00	-2,900.00	30.95%
01-1839 • Entry Feature/Near Well Water	1,733.07	4,725.00	-2,991.93	36.68%
01-1841 • Maintenance Irrigation Water	36,701.98	89,250.00	-52,548.02	41.12%
01-1842 • Maint Fountain/Repair	34,769.78	50,000.00	-15,230.22	69.54%
01-1843 • Maintenance Rodent Control	6,200.00	8,400.00	-2,200.00	73.81%
01-1844 • Maint Equipment Repair	0.00	8,400.00	-8,400.00	0.0%
01-1845 • Maint Signage Repair	0.00	15,750.00	-15,750.00	0.0%
01-1846 • Maint Storm Drain Cleaning	0.00	52,500.00	-52,500.00	0.0%
01-1847 • Mnt Drainage/Lke Mnt/Littorals	14,427.00	78,750.00	-64,323.00	18.32%
01-1848 • Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 • Maint-Preserve Maintenance	27,245.00	63,000.00	-35,755.00	43.25%
01-1853 • Maintenance Small Tools	4,383.14	3,675.00	708.14	119.27%
01-1854 • Maint Miscellaneous Repairs	146.55	30,000.00	-29,853.45	0.49%
01-1855 • Maint Vehicle Lease/Fuel/Repair	98.68	21,000.00	-20,901.32	0.47%
01-1856 • Maint Mosquito Control	322,317.65	525,000.00	-202,682.35	61.39%
01-1858 • Maint Temp EMS/Fire Facility	0.00	9,650.00	-9,650.00	0.0%
01-1863 • Maint Base Management Fee	7,500.00	23,000.00	-15,500.00	32.61%
01-1864 • Maintenance Admin Payroll	2,851.64	0.00	2,851.64	100.0%
01-1867 • Asset Manager	1,926.25	75,000.00	-73,073.75	2.57%
01-1869 • Field Operations	177,066.80	600,000.00	-422,933.20	29.51%
01-1871 • Verizon - Internet	43.75	0.00	43.75	100.0%
01-1872 • Pressure Washing	38,581.53	50,000.00	-11,418.47	77.16%
01-1890 • Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 • Maint Contingency	5,175.00	15,000.00	-9,825.00	34.5%
Total Expenditures	1,616,203.32	4,141,534.00	-2,525,330.68	39.02%