

SMALL PROJECT AGREEMENT

(Coconut Blvd Entry Feature – Steel Domes Installation)

THIS SMALL PROJECT AGREEMENT is made and entered into this 2nd day of August, 2023, by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Palm Beach Gardens, Palm Beach County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

BISON STEEL, LLC., a Florida limited liability company, d/b/a **AAA STEEL FABRICATORS**, whose principal address is 1669 SW 45th Way, Deerfield Beach, Florida 33442, and whose mailing address is 14624 Bubbling Spring Road, Botyds Maryland 20841 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to have furnished and installed steel domes and associated work on two (2) newly constructed entry features located within the boundaries of the District (collectively, the "Project"), in accordance with the Permit Set, dated August 23, 2022, and prepared by Randall Stofft Architects which Permit Set is incorporated herein by reference and made a part hereof as Exhibit A (the "Project Specifications"); and

WHEREAS, the Project is more particularly described in Contractor's proposal number 22009.010, dated February 9, 2023, attached hereto and made a part hereof as Exhibit B (the "Proposal"); and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project in accordance with the Project Specifications and in accordance with this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. The Project shall be performed in accordance with this Agreement, the Proposal, and Project Specifications.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his or her designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, in the Proposal.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, swales, facilities, stormwater management areas, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held and shall be responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. With respect to securing the building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor for the Project in the total amount of **ONE HUNDRED SEVENTY – SEVEN THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 (\$177,770.00) DOLLARS** (the "Contract Amount"). District shall pay

Contractor twenty-five percent (25%) of the Contract Amount which amounts to **\$44,442.50** upon execution of this Agreement. The parties agree that a mutual payment draw schedule will be produced before the Project commences. Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, all work under the Project has been performed, and after the Project has passed final inspection by the District and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work associated with the construction and installation of the Project shall be made upon completion of such additional work and upon District's receipt and review of sufficient supporting documentation for such items, provided such Additional Work has first been authorized in writing by the District or the District Manager of the District. Invoices shall be generated from the Contractor, addressed to the District, and delivered to the District so that payments can be made in accordance with the agreed upon payment draw schedule as indicated above.

With each invoice the Contractor shall submit conditional waivers and releases of lien from itself and its sub-contractors identifying the portion of the invoice that correspond to each. The District will issue joint checks payable to the Contractor and any subcontractor(s) for the portion(s) of the invoice(s) that correspond to the subcontractor(s), if necessary and appropriate in the determination of the District.

SECTION 4. EXAMINATION OF SITE. The Contractor agrees that it shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, its gas facilities, its electric facilities, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

SECTION 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 6. TERM AND TIME OF PERFORMANCE. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious and regular manner, without

interruption, to limit the inconvenience to the residents of Avenir and the general public utilizing the District's facilities and improvements. The District shall provide the Contractor with all schedules of work and with any other information necessary for the prompt completion of the Project. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, such Additional Work, and the timeframe in which such Additional Work must be completed.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District and its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District and its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 12 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations of liability afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District (1) for convenience at anytime prior to the issuance of a permit for the Project by the governing authority and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 11. DEFECTIVE WORK; WARRANTY.

A. The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from date of certificate of completion from Palm Beach Gardens Building Department, and further agrees to assign any and all applicable manufacturer's warranties to the District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any Contractor's or manufacturer's warranty, if any, is greater than that which is provided for in this Section 11, the longer warranty shall prevail.

B. Within ten (10) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs, which the Contractor has filed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the Project, or portions thereof, performed by him.

SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the

United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- (iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Avenir Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or

endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

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

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 13. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 14. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 15. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Avenir Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk1s, Esq.

CONTRACTOR: **Titan Stone, LLC.**
14624 Bubbling Spring Road
Botyds, Maryland 20841
Attention: Nathan Mikus, Owner

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

SECTION 16. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor

shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 17. PUBLIC RECORDS.

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

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

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

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

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

SECTION 18. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 21. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Project. Ignorance on the part of the Contractor will in no way relieve contractor from responsibility.

SECTION 23. CONFLICTS. In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Exhibit A, or Exhibit B then this main Agreement instrument shall control. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall control.

SECTION 24. ACCEPTANCE OF PROPOSAL. District' acceptance of the Proposal set forth in Exhibit B is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 25. MEDIATION. Any claims arising out of or related to this Agreement shall be subject to mediation. Mediation shall be a condition precedent to arbitration. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ft. Lauderdale, Florida.

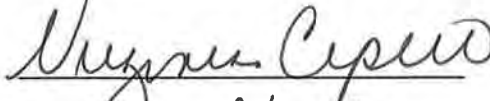
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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**



Print name: Jason Pierman
Secretary/Assistant Secretary



Print name: CHAIR
Chair/Vice-Chair

2 day of Aug., 2023

WITNESSES:



Ryan Renuis
[PRINT NAME OF WITNESS]



ROBERT KELLY
[PRINT NAME OF WITNESS]

CONTRACTOR:

BISON STEEL LLC., a Florida limited liability company

By: 

Nathan Mikus, Owner

2nd day of August, 2023

EXHIBIT A
PROJECT SPECIFICATIONS

A001



AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

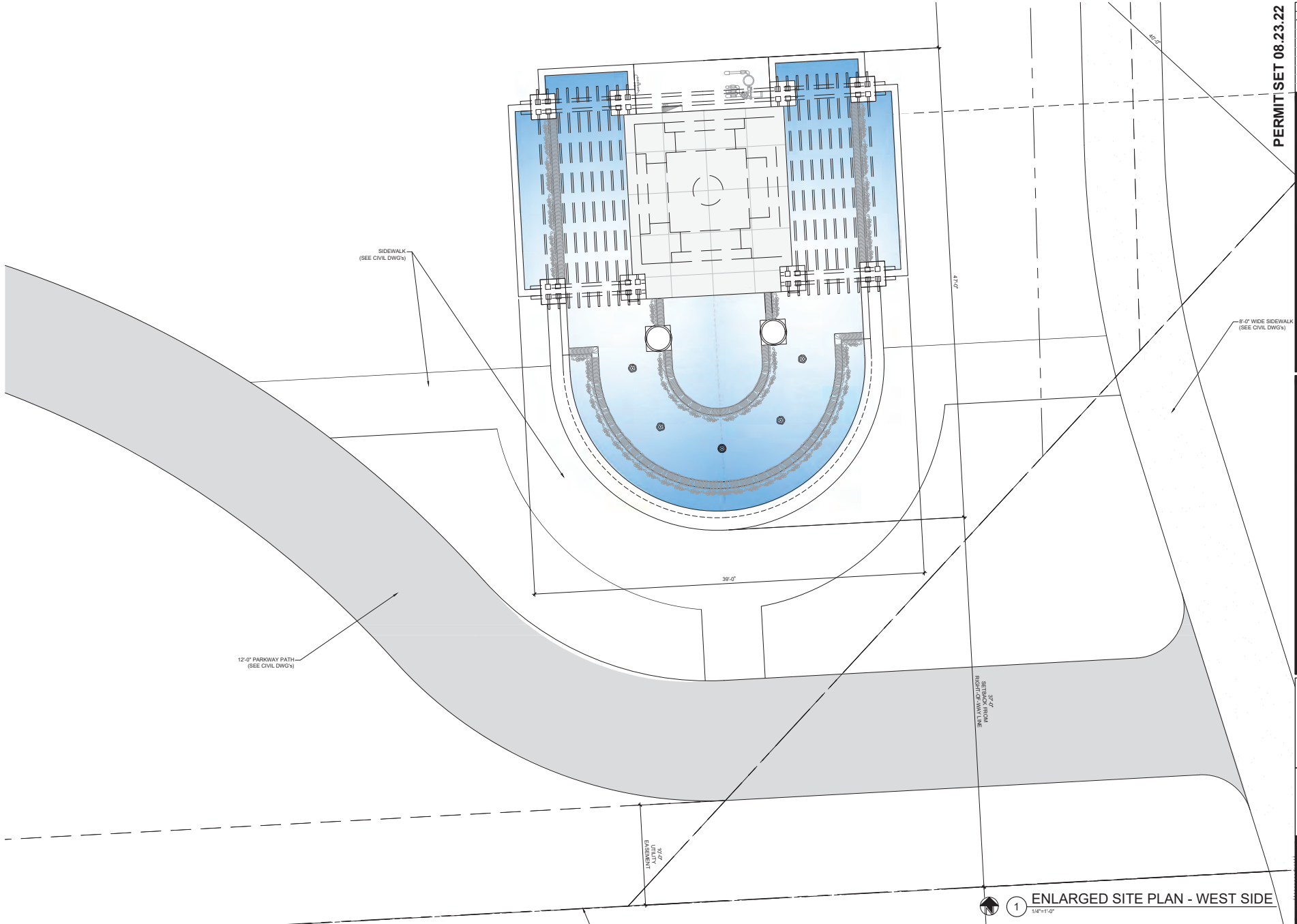
RANDALL STOFFT
ARCHITECTS
distinctive. inspirational. architecture.

Job No. 2009076

001105 FIRM-AD0837

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A102



PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	PERMIT SET TO SUBMIT	08.23.22

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive. inspirational. architectural.

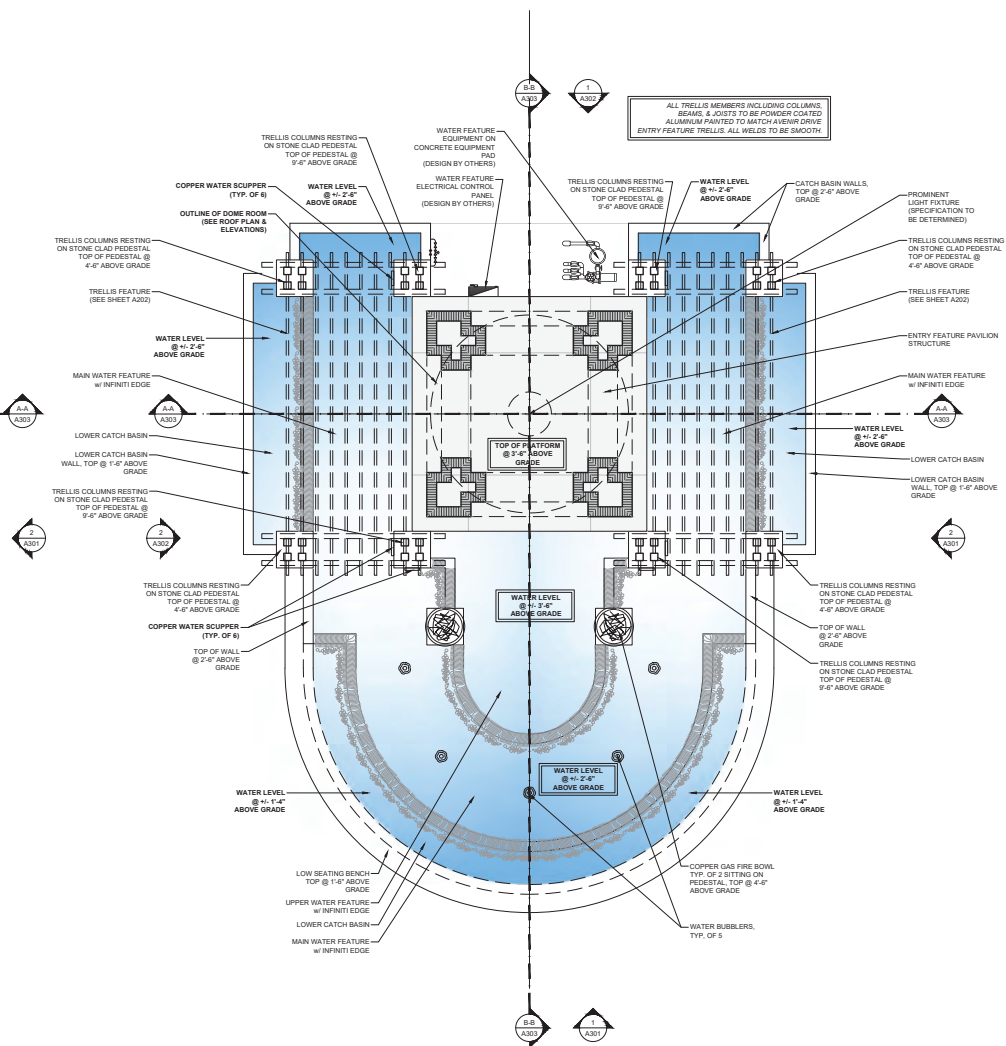
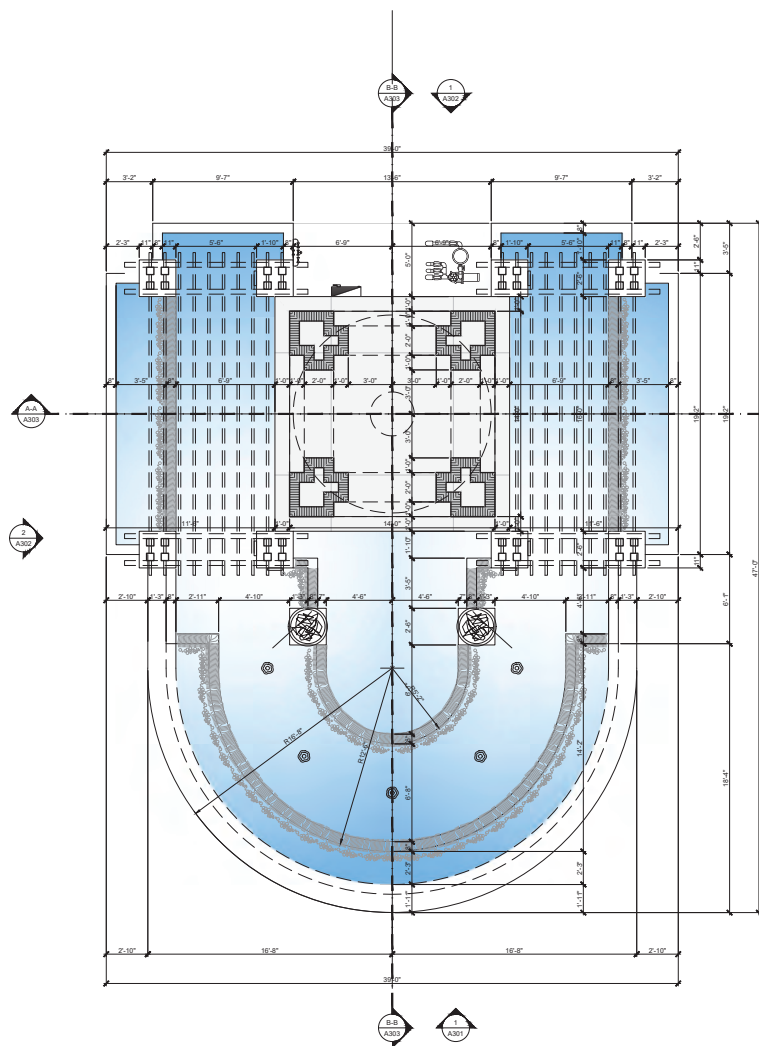
Job No. 2009076

FL-00005 FIRM-A000379

A103

1 ENLARGED SITE PLAN - WEST SIDE
1/4"=1'-0"

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PERMIT SET 08.23.22

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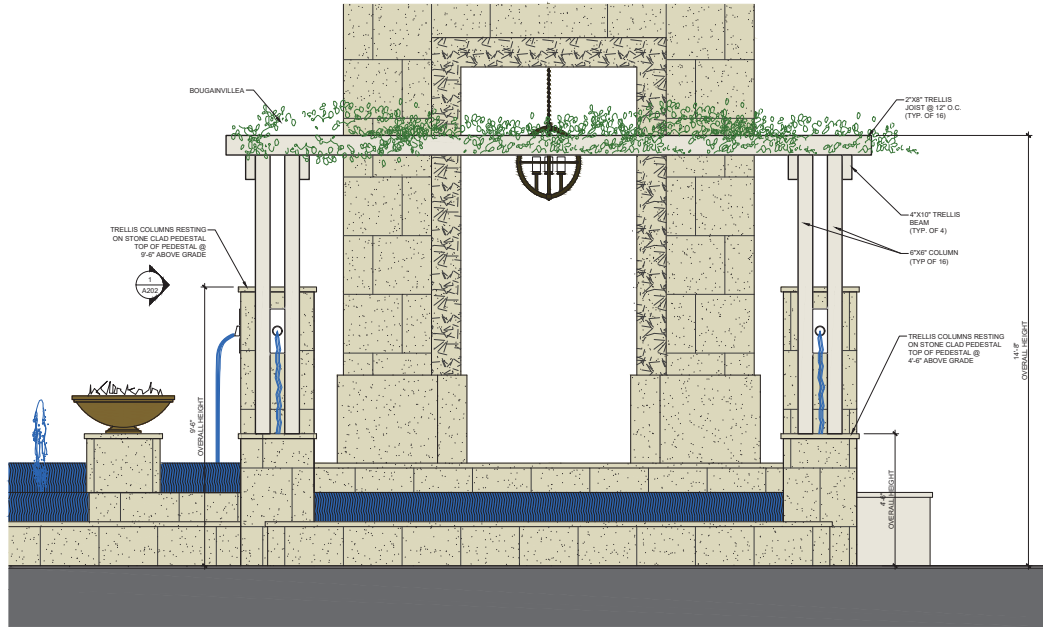
AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive, inspirational, architecture.

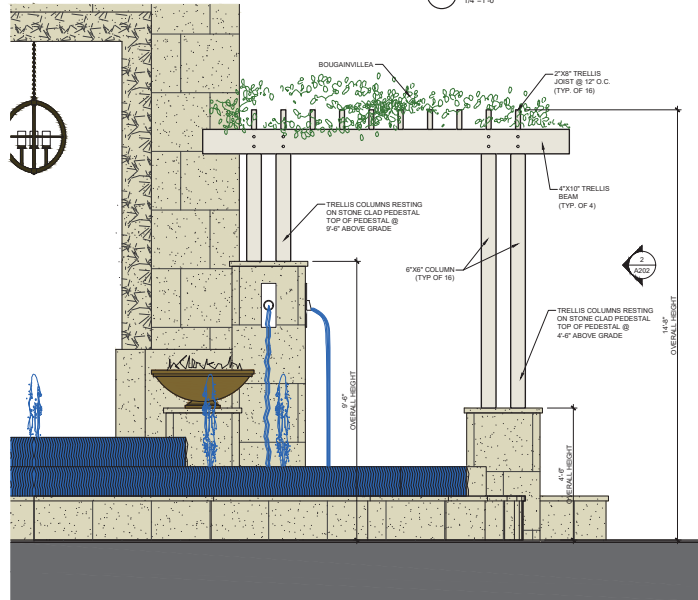
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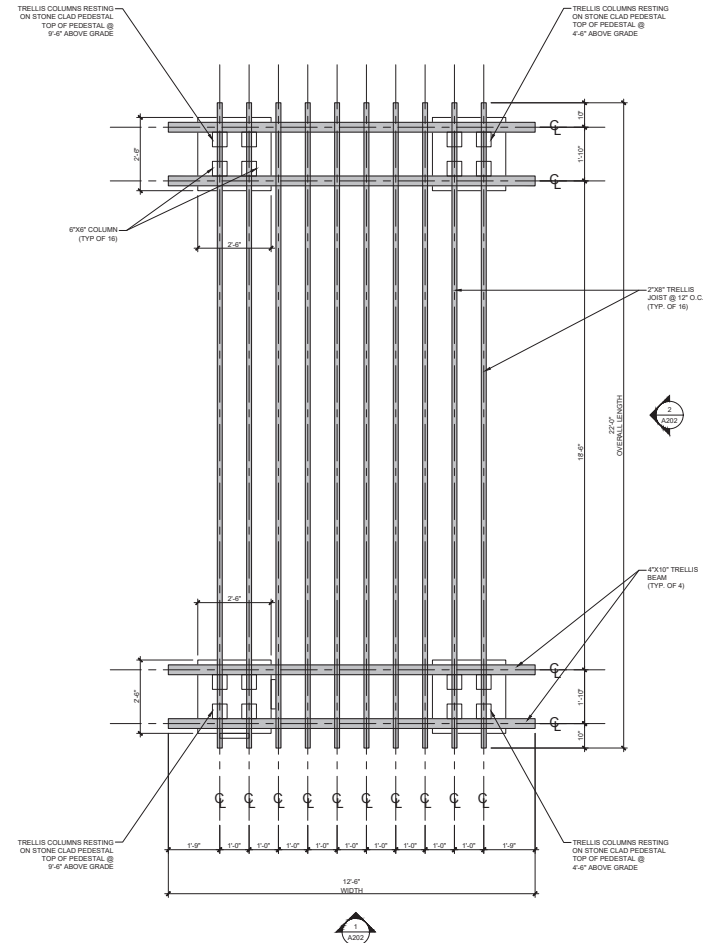
A201



2 TRELLIS SIDE ELEVATION
1/4"=1'-0"



1 TRELLIS FRONT ELEVATION
1/4"=1'-0"



TRELLIS PLAN
1/4"=1'-0"

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	PERMIT SET 08.23.22	08.23.22

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive. inspirational. architectural.

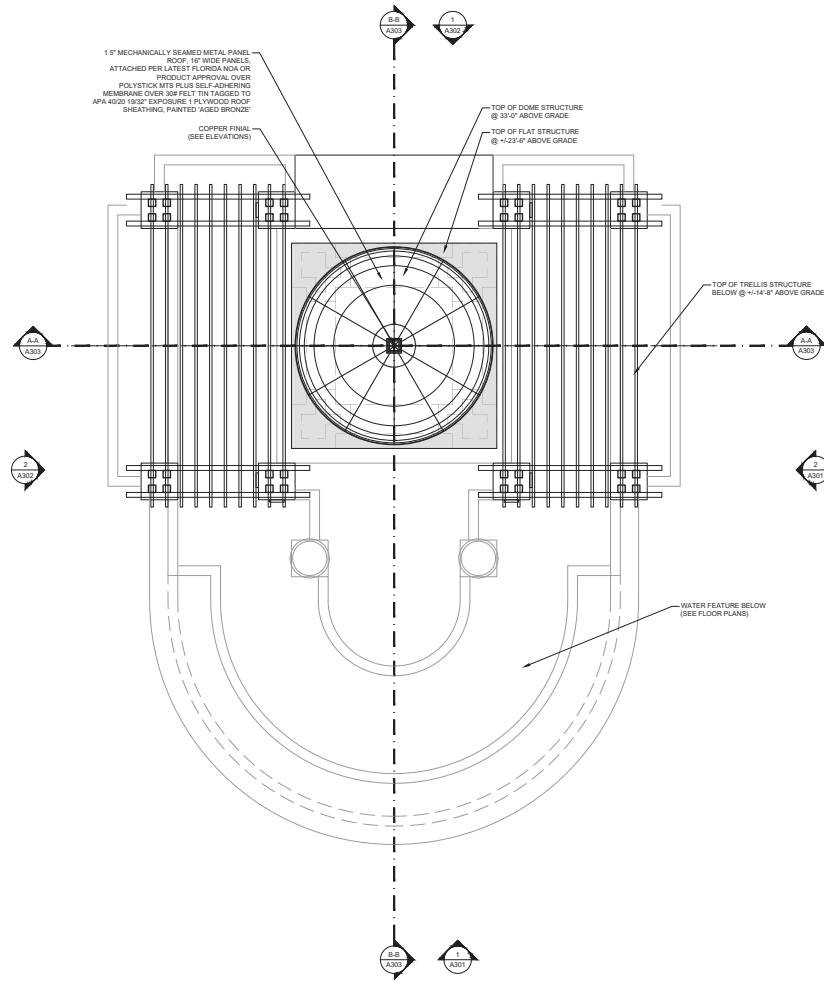
Job No. 2009076

42 N. BRANTON AVE., DELRAY BEACH, FL 33444-5040-099 • NAPLES, FL 33957 • 352-9677 • WWW.STOFFT.COM

FL-00005 FUD-0-AM0379

As these drawings, specifications, and notes were made available to the public, the undersigned hereby certifies that the undersigned is a duly licensed professional architect in the State of Florida, and that the undersigned is the author of the drawings, specifications, and notes, and that the undersigned is not aware of any other person who has contributed to the preparation of these drawings, specifications, and notes.

A202



1 ROOF PLAN
1/8"=1'-0"

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	DMC	08.20.22
2		
3		
4		
5		
6		
7		
8		
9		
10		

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

RANDALL STOFFT
ARCHITECTS
distinctive. inspirational. architectural.

Job No. 2009076
42 N. SHANTON AVE. DELRAY BEACH, FL 33440 561-240-6799 • NAPER, FL 32907 • WWW.STOFFT.COM

FL-00005 FIRM-A-000379
As shown, this drawing is a preliminary drawing and is not to be used for construction. It is the responsibility of the user to verify the accuracy of the information shown on this drawing. The user is advised that the information shown on this drawing is for informational purposes only and is not to be used for construction. The user is advised that the information shown on this drawing is for informational purposes only and is not to be used for construction. The user is advised that the information shown on this drawing is for informational purposes only and is not to be used for construction.

A210

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	DMC	08.30.22
2	DMC	08.30.22
3	DMC	08.30.22
4	DMC	08.30.22
5	DMC	08.30.22
6	DMC	08.30.22
7	DMC	08.30.22
8	DMC	08.30.22
9	DMC	08.30.22
10	DMC	08.30.22

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

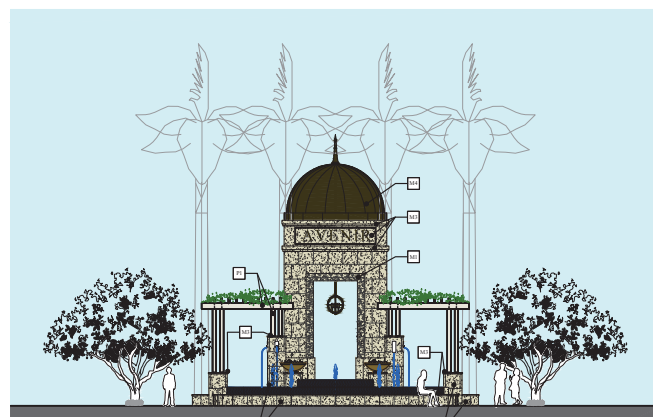
RANDALL STOFFT
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Job No. 2009076

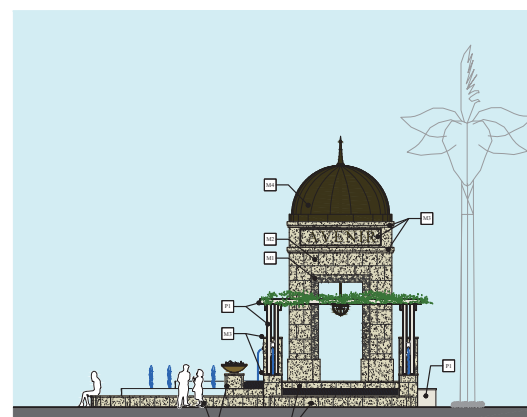
FL-000005 FIRM-AA00379

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A300



SOUTH SIDE ELEVATION
1/8" = 1'-0"

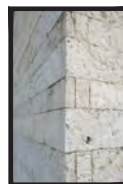


EAST SIDE ELEVATION
1/8" = 1'-0"



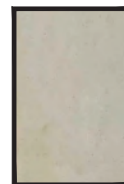
WALL CLADDING
FLORIDA 'OOLITE' STONE
NATURAL COLOR, HATCHET CUT

M1



WALL CLADDING
TREADS & RISERS
FLORIDA 'OOLITE' STONE
NATURAL COLOR, SAW CUT

M2



WALL BANDINGS
PRE-CAST STONE
LIMESTONE FINISH,

M3



PAINTED METAL ROOF
& ENGRAVED TEXT
AGED BRONZE

M4



PAINTED STUCCO &
PAINTED ALUMINUM
OC-141
'CHINA WHITE'

P1

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	PERMIT SET 08.23.22	08.23.22

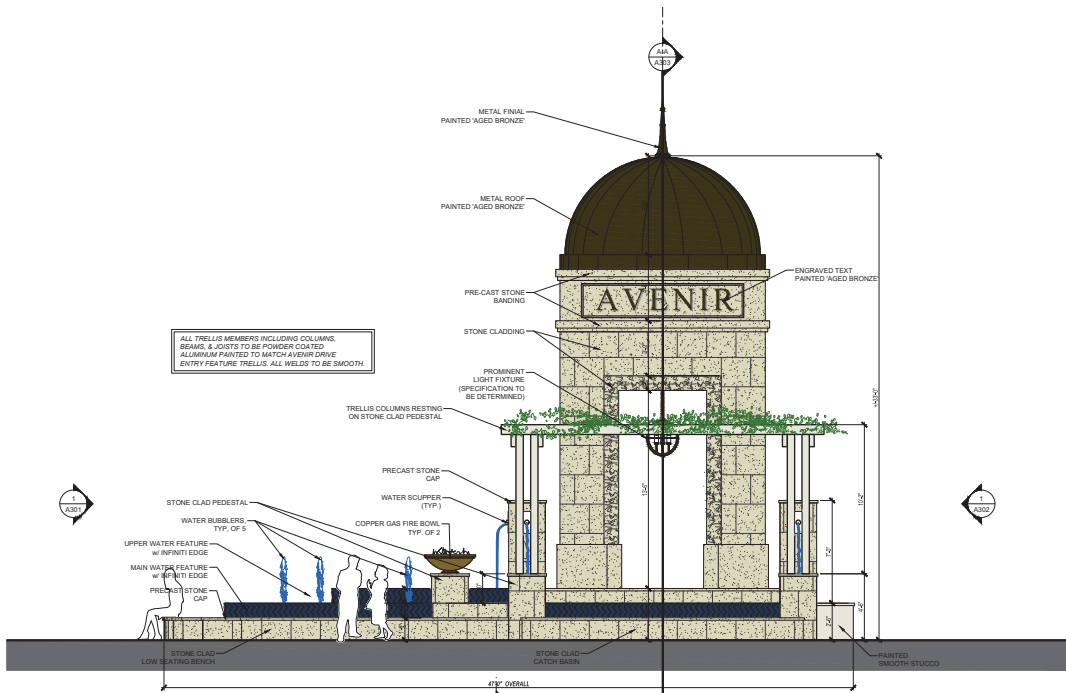
AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

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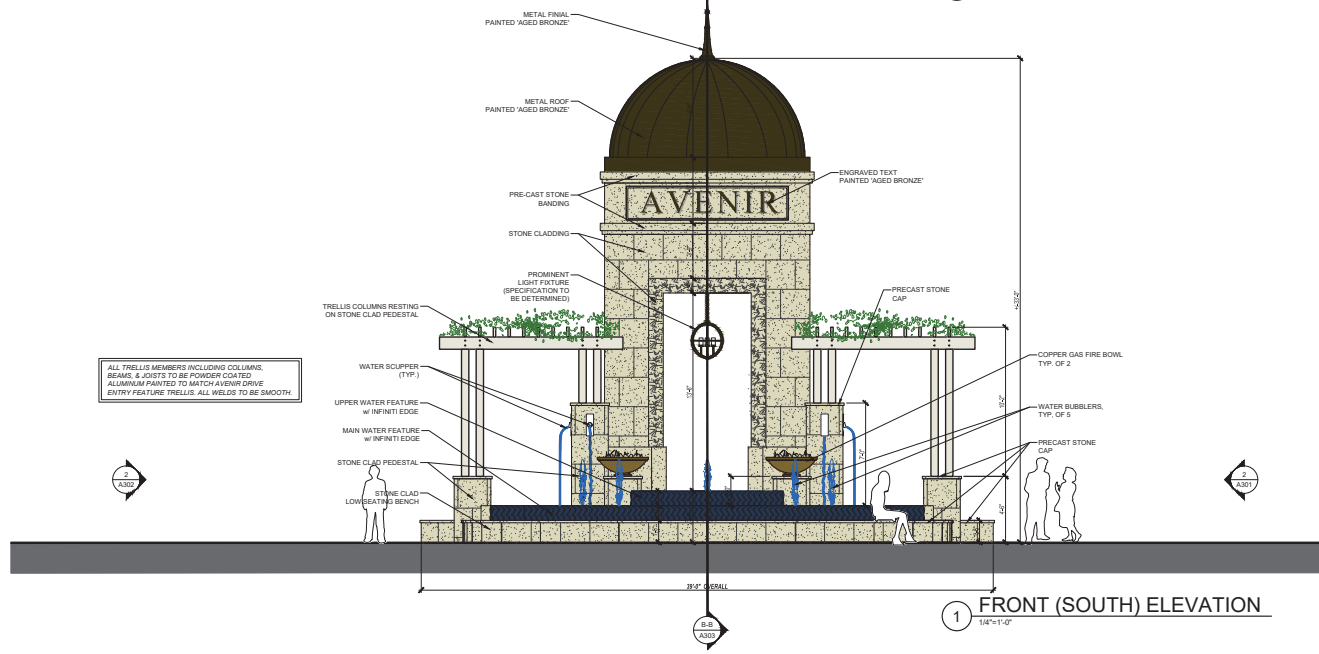
Job No. 2000076

FL-00005 FUD-AM0379

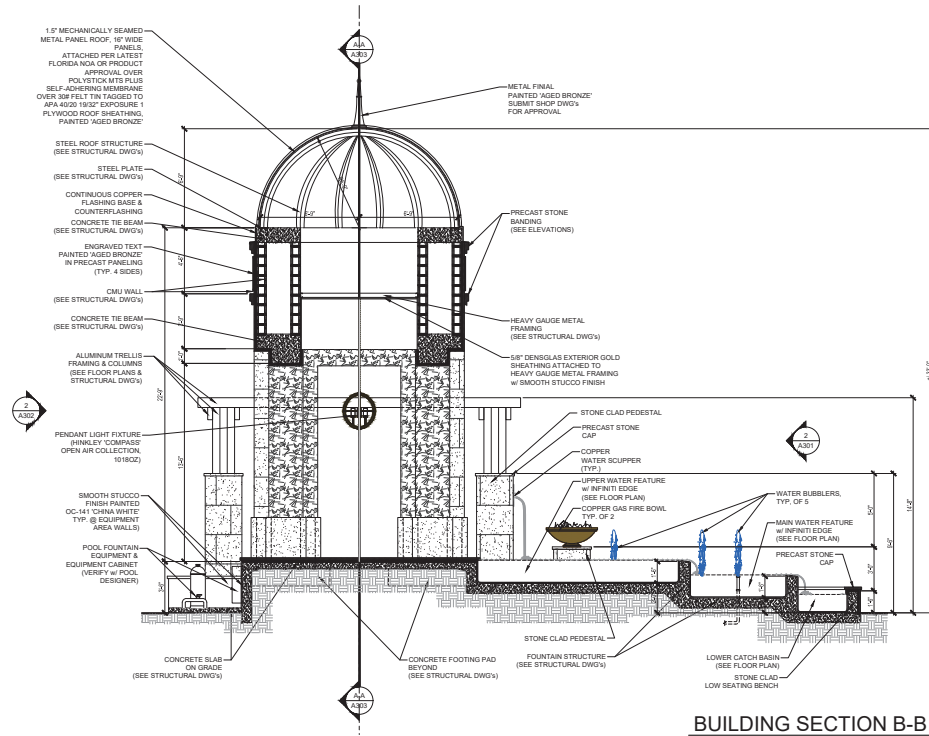
A301



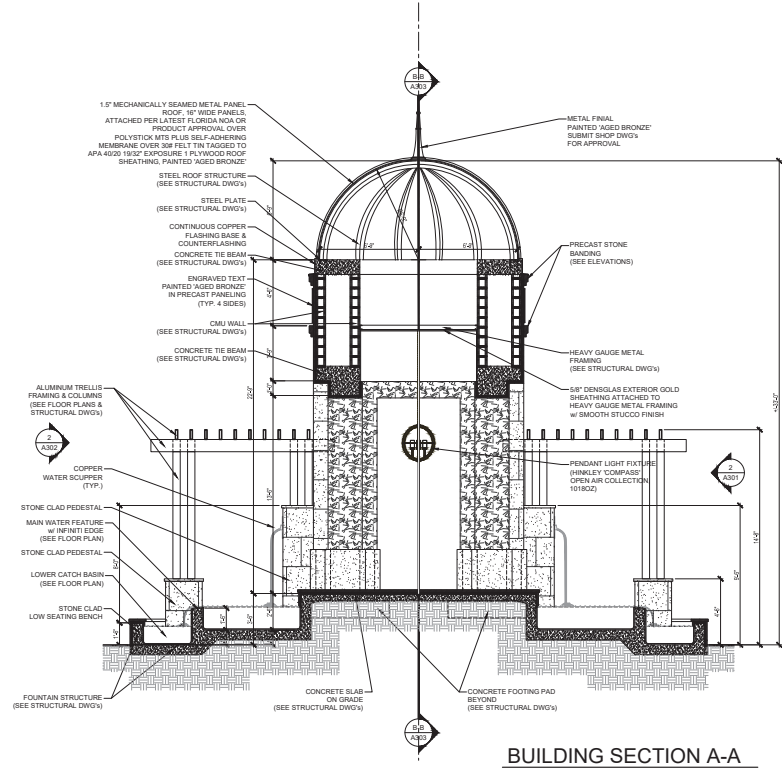
2 RIGHT (EAST) ELEVATION
1/4"=1'-0"



1 FRONT (SOUTH) ELEVATION
1/4"=1'-0"



BUILDING SECTION B-B
1/4"=1'-0"



BUILDING SECTION A-A
1/4"=1'-0"

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	DMC	08.20.22
2	DMC	08.20.22
3	DMC	08.20.22
4	DMC	08.20.22
5	DMC	08.20.22
6	DMC	08.20.22
7	DMC	08.20.22
8	DMC	08.20.22
9	DMC	08.20.22
10	DMC	08.20.22

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

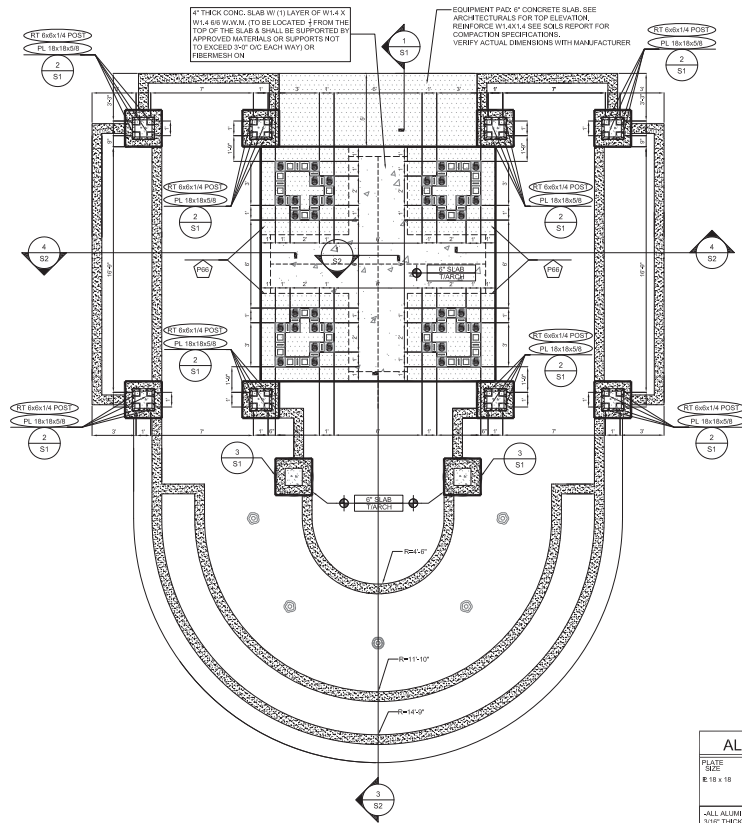
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FL-00005 FUD-00005

A303

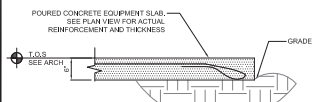
42 N. BRANTON AVE. DELRAY BEACH, FL 33444 (561) 340-0799 • NAPLES, FL (239) 362-9677 • WWW.STOFFT.COM



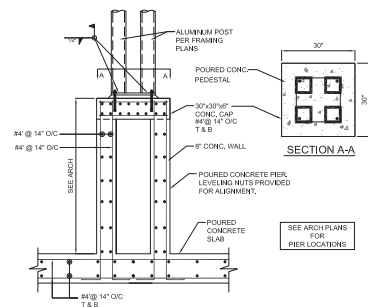
FOUNDATION AND FIRST FLOOR COLUMN PLAN

3/16" = 1'

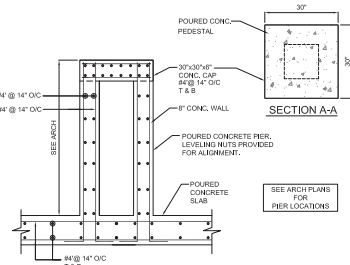
ALUMINUM PLATE SCHEDULE		
PLATE	SUBSTRATE MATERIAL	ANCHORS
# 18 x 18	CONCRETE	(4) 3/4"X4" HEADED STUDS(SQUARE) CONNECTING COLUMN PLATE AND STEEL BEAM PLANGE
ALL ALUMINUM COLUMN CONNECTIONS TO TOP AND BASE PLATES TO HAVE A 3/16" THICK FILLET WELD ALL AROUND ALUMINUM COLUMN THICKNESS MAY BE INCREASED IF AVAILABILITY OF MATERIALS REQUIRES IT (MAINTAIN OUTSIDE DIMENSIONS CONSTANT), NOTE HEADED STUDS MAY BE SUBSTITUTED FOR EXPANDED BOLTS ONLY WHEN ATTACHING TO A FOOTING, GRADE BEAM OR PILE CAP. UNLESS SPECIFICALLY NOTED OTHERWISE ON A DETAIL OR PLAN VIEW ALUMINUM COLUMN PLATE HEADED STUDS MAY BE SUBSTITUTED BY EQUAL DIAMETER AND LENGTH EXPANSION BOLTS.		



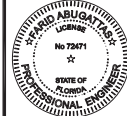
1 EQUIPMENT PAD
S1 SCALE: 3/4" = 1'



2 STEEL COLUMN TO CONCRETE PIER
S1 SCALE: 1/2" = 1'



3 STEEL COLUMN TO CONCRETE PIER
S1 SCALE: 1/2" = 1'



08/19/2022



FARID ABUGATTAS, P.E.
STRUCTURAL ENGINEER
5968 NW 77TH TERRACE
PARKLAND, FL 33067
PHONE: (954) 667-7903 FAX: (561) 665-5438
P.E. LICENSE # 72471, CA#29407
WWW.PROJECTCLASSIC.COM
HARDSCAPE@PROJECTCLASSIC.US

PROJECT# 9889

REVISIONS	BY	DATE

AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

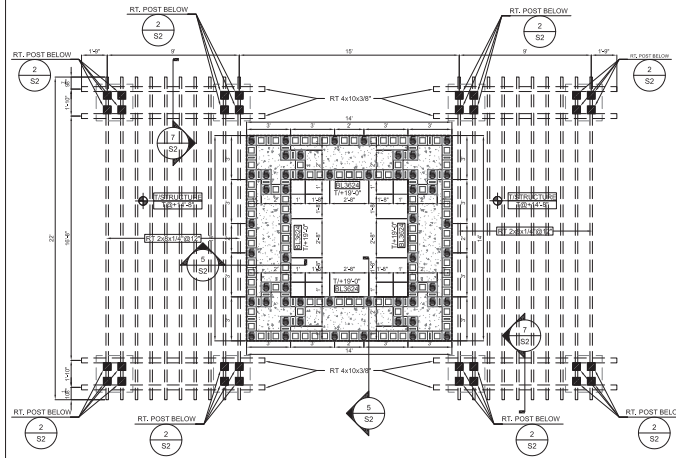
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S1

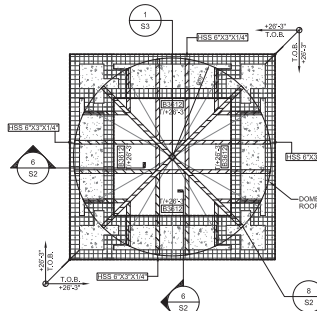
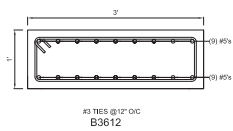
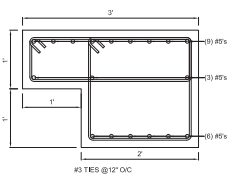
OF 65



LOWER ROOF TRELLIS

3/16" = 1'

SECTION BEAMS

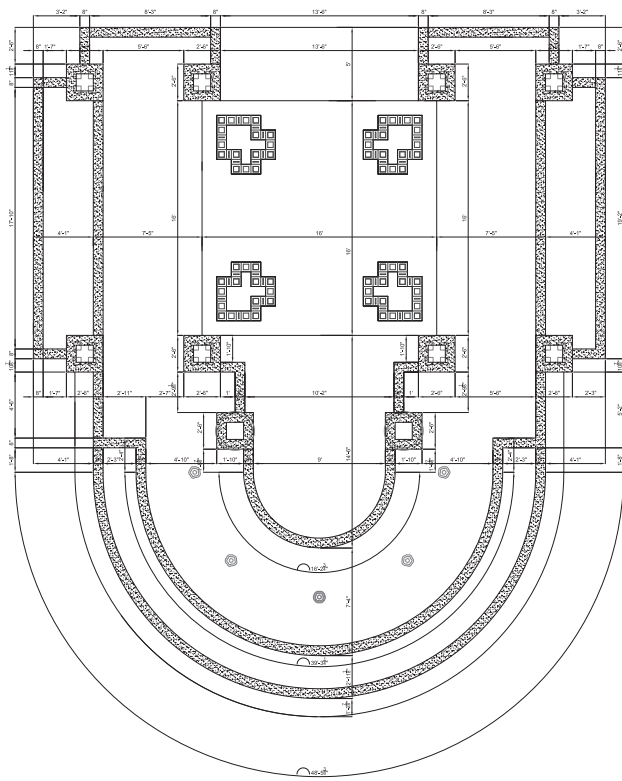


UPPER ROOF

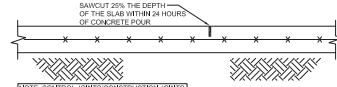
3/16" = 1'

CONCRETE & CMU COLUMN SCHEDULE	
COORDINATE COLUMN EDGE LOCATION WITH THE ARCHITECTURAL AND WITH THE DOOR/WINDOW SUPPLIES	
MS	PIF FORMED CON. OR CMU COL.
W/ (1) # 5 REIN. (BAR 30" LAPS)	
SEE RISE & FILING PLAN FOR LOCATIONS	
FILL W/ GROUT - SEE STRUCTURAL NOTES	

FOOTING SCHEDULE						
CODE	WIDTH	LENGTH	DEPTH	SPACING SPACING		

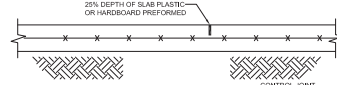


DIMENSION PLAN
 $\frac{3}{16} = 1'$



NOTE: CONTROL JOINTS/CONSTRUCTION JOINTS SHALL CREATE PANELS AS SHOWN IN PLAN VIEW

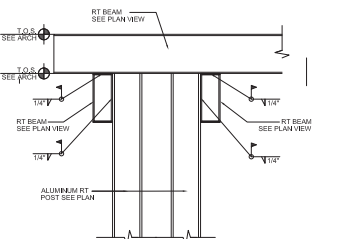
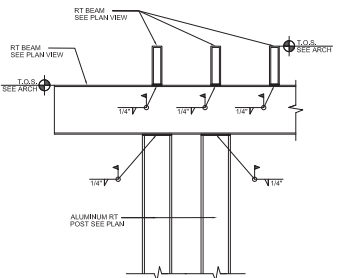
ALTERNATIVE 1: SHRINKAGE (SAWCUT) JOINT



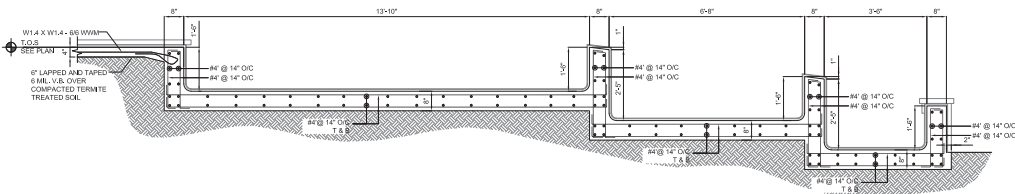
NOTE: CONTROL JOINTS/CONSTRUCTION JOINTS SHALL CREATE PANELS AS SHOWN IN PLAN VIEW

ALTERNATIVE 2: SHRINKAGE (PREFORMED) JOINT

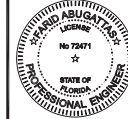
SHRINKAGE JOINT (SELECT ONE OF THE TWO SHOWN)
 SCALE: $\frac{3}{16} = 1'$



2 SECTION
 S2 SCALE: $1'' = 1'$



3 SECTION
 S2 SCALE: $1/2'' = 1'$

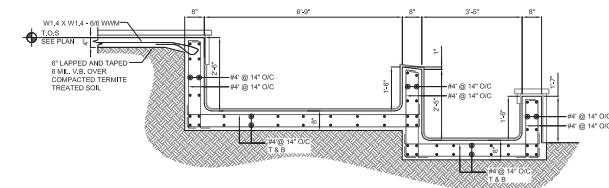


08/19/2022

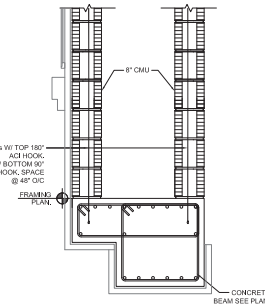


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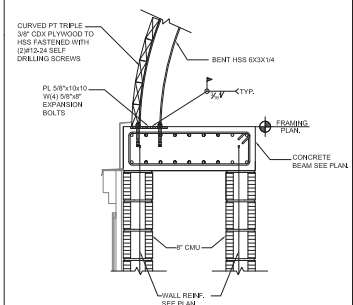
PROJECT# 9889



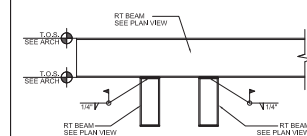
4 SECTION
 S2 SCALE: $1/2'' = 1'$



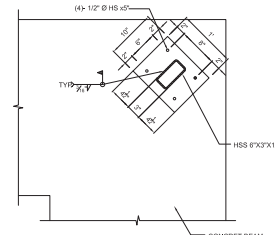
5 SECTION
 S2 SCALE: $3/4'' = 1'$



6 SECTION
 S2 SCALE: $3/4'' = 1'$



7 SECTION
 S2 SCALE: $1'' = 1'$



8 SECTION
 S2 SCALE: $1'' = 1'$

AVENIR COCONUT BLVD.
 ENTRY FEATURE
 PALM BEACH GARDENS, FLORIDA

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Job No. 2009076

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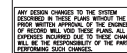
S2
 OF 6

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SCALE: 1/4" = 1'-0"

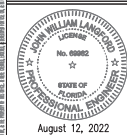


AVENIR COCONUT BLVD.
ENTRY FEATURE
PALM BEACH GARDENS, FLORIDA

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I HEREBY CERTIFY THAT THESE PLANS WERE MADE UNDER MY RESPONSIBLE CHARGE. THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 471.025 OF THE FLORIDA STATUTES AND 61G15 OF THE FLORIDA ADMINISTRATIVE CODE.

JOHN LANGFORD, FL#69962

POWER PLAN
1ST LEVEL

E201

EXHIBIT B

PROPOSAL

AAA STEEL FABRICATORS

Architectural + Structural Steel

1669 SW 45TH WAY
DEERFIELD BEACH FL 33442
PH. 954.570.7211

PROPOSAL

TO	AVENIR COMMUNITY DEVELOPMENT DISTRICT	PH NO.	561-630-4922
ATTN	JASON PIERMAN	EMAIL	jpierman@sdsinc.org
PROJECT	AVENIR COCONUT BLVD	ADDRESS	AVENIR COCONUT BLVD. W.P.B. FL
PROPOSAL NO.	22009.010	DATE	Thursday, February 9, 2023

SCOPE OF WORK

FURNISH AND INSTALL	SITE WELDING
(4) Aluminum Trellis 12'-6" x 22'-0". Powder coated	(2) Domes stitched welding together before installation.
(8) Aluminum (4) Tubes Column HSS6x6x1/4 @ 9'-6". Powder coated	
(8) Aluminum (4) Tubes Column HSS6x6x1/4 @ 4'-6". Powder coated	
(16) Aluminum Base Plates PL5/8x18x18. Powder coated	
(2) Steel Domes 6'-9" high x 6'-9" Radius. Prime painted	
HSS6x2x1/4 Material. Prime painted	
Base plates PL5/8x10x1-0 w/Wedge anchors. Prime painted	

TOTAL AMOUNT **\$177,770.00**

ESTIMATE PREPARED BY: JOHN MUÑOZ

PRICE INCLUDES

*shop drawings *tools and fasteners as needed *equipment as needed for placement and erection *placement, erection, and field welding of all material *prime paint of steel at domes *powder coating of all aluminum members at trellis	*fabrication by AWS certified welders *all applicable taxes **Due to rapidly changing mill prices, all quoted prices are subject to change at time of order placement. This price is valid an order is receive by 2/9/2023**
--	---

PRICE EXCLUDES

*any items not listed above
*engineering

TAKEOFF INFORMATION

DRAWINGS REVIEWED	A001, A101, A102, A103, A201, A202, A2210, A300, A301, A302, A303, S1, S2, S3		
DRAWINGS DATED	8/23/2022	ENGINEER	FARID ABUGATTAS P. E.

Terms & Conditions

The Proposal is valid for 90 Days from date of delivery unless accepted in writing by the "Customer". Customer shall pay 25% with the return of the signed proposal. A mutually agreed upon payment draw schedule will be produced before work commences. Final payment shall be made to "Fabricator" 30 days after completion of "Fabricator's" work.

1. "Fabricator" shall mean "AAA Steel Fabricators" and or AAA Architectural Fabricators", and "Customer" shall refer to the entity to whom this Proposal and/or Work Order was submitted.
2. Structural steel will be furnished to this Project in accordance with the terms and conditions of the bidding documents and the American Institute of Steel Construction Code of Standard Practice for Buildings and Bridges, current edition.
3. DRAWINGS, PLANS AND SPECIFICATIONS. Fabricator shall be entitled to rely upon the plans and specifications which were provided by Customer. If the design is not complete at the time of this bid, released for construction drawings will be required before detailing, material purchases, or fabrication can commence and Fabricator reserves the right to additional compensation.
4. TIME. The project schedule and any modification shall allow Fabricator a reasonable time to complete its Work in an efficient manner considering the contract completion date or times set forth in this contract. Fabricator shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work. Customer shall promptly provide the Fabricator with all schedules of work and with any other information necessary for the proper schedule of Fabricator's Work. Fabricator will not be bound by any schedule that was not included in bidding documents, or to any schedule revisions absent prior written agreement. Fabricator shall be entitled to an equitable adjustment in the price of the Work, including but not limited to, any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Fabricator is not responsible.
5. FORCE MAJEURE. Notwithstanding anything to the contrary in these Terms and Conditions, deliveries and/or performance may be suspended or delayed by acts of God; acts of civil or military authorities; war, riot, fire, or explosion; flood; sabotage or acts of terrorism; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; changes in applicable government laws, regulations; failure of machinery or apparatus; labor disputes; acts or omissions of Customer, its employees, officers or agents, or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Fabricator which makes impractical the performance of the Work, or the manufacturer, transportation, or shipment of the products or of a material or other resource upon which the manufacturer or transportation of the products depend. Fabricator reserves the right, in its sole discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution. Fabricator shall be entitled to an equitable adjustment in the price and the time for the performance of the Work resulting from any Force Majeure event.
6. ESCALATION. Fabricator's material prices are based on current prices at the time of the Proposal. Any significant price increases (meaning a price increase exceeding 5%) in materials necessary to perform the Work, that occur during the period of time between the date of this Proposal and Substantial Completion of the Project, shall cause the contract price to be equitably adjusted by an amount reasonably necessary to cover any such increase.
7. FREIGHT. Freight will be noted as either an inclusion or an exclusion in a proposal. Freight is calculated as a set price based upon mileage and number of expected trips. Any changes to the scope or assumptions regarding phasing of delivery may result in an additional freight surcharge.
8. TIME OF PAYMENT. Payment must be made to Fabricator within thirty (30) days of the date of Fabricator's invoice. Payments not received when due shall incur service charges at the rate of three percent (1.5%) per month (18% per annum) until paid. If Customer fails to pay Fabricator, in accordance with this provision, Fabricator may, without prejudice to any other available remedies, limit or cancel the credit of Customer, suspend further deliveries or performance, or terminate this contract. The contract amount shall be increased, by appropriate adjustment, by the amount of Fabricator's demobilization, delay and remobilization costs. Fabricator shall be entitled to recover its costs and attorney fees incurred for any non-payment of amounts due.
9. FAILURE TO GIVE ADEQUATE ASSURANCES. If Customer's financial condition gives Fabricator, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform its obligations under the Contract, Fabricator may require full or partial cash payment in advance or may suspend any further deliveries or performance until Customer's financial condition materially improves and all unpaid sums due to Fabricator have been paid.

Terms & Conditions

10. RELEASES. Any form or release wherein the Fabricator purports to release the Customer, Owner or Design Professional is hereby qualified by the following language, whether or not the Fabricator specifically adds the language: "This release shall apply only to work for which payment has been received in full by Fabricator; and it shall not apply to retainage, unbilled changes, or claims or amounts not yet paid." The Fabricator will not agree to an advance waiver of its lien rights, its right to delay damages, its right to consequential damages, or to withholding payment for disputes between Contractor and Owner unrelated to Fabricator's work.

11. RETAINAGE. Customer shall be permitted to withhold 10% retainage for this project until it is 50% complete. After 50% completion, Customer shall only withhold 5% of the total contract amount until substantial completion. Final payment, including release of retainage, shall be due within 30 days after completion of Fabricator's Work.

12. CHANGE ORDERS. If conditions are encountered at the site which are concealed physical conditions which differ from those indicated in any plans, specifications, reports, surveys, or other information provided to Fabricator, then the Subcontract Price shall be equitably adjusted for such concealed or unknown conditions by Change Order upon the claim of either party.

13. TITLE AND RISK OF LOSS. Title to and risk of loss of the materials provided to the project by Fabricator shall pass to Customer upon delivery. Fabricator shall retain a security interest and right of possession in the materials until Customer makes full payment for those materials.

14. WARRANTY, LIMITATION OF LIABILITY, AND ASSUMPTION OF RISK. Fabricator agrees to correct all Work under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of substantial completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth in writing as agreed to by the Fabricator. Fabricator disclaims and Customer waives, all other warranties, express or implied, including but not limited to the warranties of habitability, merchantability, and fitness for a particular purpose. Fabricator's liability for any action shall be limited to the Proposal Price. If Customer or Owner claims that Fabricator's work is defective, they shall give Fabricator written notice within 5 days of when they knew or could have known of the alleged deficiency. Fabricator shall be given a reasonable opportunity to cure such alleged deficiency (and at its sole discretion Fabricator may repair or replace with equal quality any limited warranty items) upon receipt of such written notice. Failure to provide Fabricator with such notice and an opportunity to cure such alleged deficiencies shall constitute a waiver of such claims.

15. INDEMNIFICATION. To the maximum extent allowed by law, Customer shall defend, indemnify, and hold harmless Fabricator and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines and other expenses (including investigation costs, litigation costs, and attorney fees) that Fabricator may incur or be obligated to pay to the extent of Customer's (i) negligence, (ii) violation or alleged violation of any federal, state, county or local laws or regulations, (iii) breach of this Contract, or (iv) other negligence for which Customer is responsible. Fabricator will take full responsibility for its own actions and negligence. It will not agree to indemnify any other party for the consequences of that party's actions or negligence.

16. MEDIATION. Any claims arising out of or related to this contract shall be subject to mediation. Mediation shall be a condition precedent to arbitration. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ft. Lauderdale FL.

17. COLLECTION COSTS & ATTORNEY FEES. In the event that Fabricator hires a collection company or institutes legal proceeding against Customer to collect any monies due to Fabricator hereunder, or if Fabricator successfully defends any lawsuit instituted by Customer, whether based on contract, tort or any other legal theory of recovery, then Fabricator shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from Customer.

18. GOVERNING LAW. The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law provision.

Terms & Conditions

19. SUBCONTRACT DOCUMENTS. No terms and conditions contained in the contract between the Owner and Customer, if applicable, shall be binding on the Fabricator unless a copy of such terms and conditions has been furnished to Fabricator and accepted in a writing signed by the Fabricator.

20. PERFORMANCE OF WORK PRIOR TO EXECUTION OF CONTRACT. In the event that Fabricator is given a notice to proceed, directed to purchase material, or otherwise directed by Customer to commence any of the Work contemplated by this Proposal prior to the Customer signing this Proposal, Customer shall be deemed to have accepted all of the Terms and Conditions of this Proposal and/or Work Order as set forth herein. No amendment or modification of any provision of these Terms and Conditions shall be binding unless the same is in writing, signed by the party to be bound, and is specifically described as an amendment or modification of these Terms and Condition.

21. SOLVENCY. Customer hereby represents and warrants to Fabricator that Customer is solvent (on a balance sheet basis) and both has and will have the unrestricted ability to its debts in the ordinary course of business as and when such debts are due and payable. Customer also acknowledges and agrees that each of the Customer's acceptance of material and or labor supplied by Fabricator shall constitute a written reaffirmation of Customer's representation of solvency as of the date of the Customer's acceptance of material and labor, which representation shall be deemed to grant to Fabricator the maximum right of reclamation available at law or in equity under either the Commercial Code or any other applicable state law, or in bankruptcy or insolvency proceeding.

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE

OFFICER OF THE COMPANY