

## SMALL PROJECT AGREEMENT

(Coconut Blvd Entry Feature – Concrete, Masonry, Carpentry)

THIS SMALL PROJECT AGREEMENT is made and entered into this 2 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

**CARPENTER CONTRACTORS OF AMERICA, INC.**, an Illinois corporation whose principal and mailing address is 2340 Newburg Road, Belvidere, Illinois 61008 (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 constructed two (2) entry features at the entrance along Coconut Boulevard 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 dated February 14, 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 SIXTY – SIX THOUSAND AND 00/100 (\$166,000.00) DOLLARS** (the "Contract Amount") in accordance with the draw schedule below:

<b>Draw Schedule</b>	<b>Entry Feature East</b>	<b>Entry Feature West</b>
Completion of slab	\$20,500	\$20,500
Completion of 1 <sup>st</sup> lift	\$31,500	\$31,500
Completion of 2 <sup>nd</sup> lift	\$23,700	\$23,700
Completion of shtg.	\$ 5,800	\$ 5,800
Completion of Dens	\$ 1,500	\$ 1,500
<b>TOTAL</b>	<b>\$83,000</b>	<b>\$83,000</b>

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 schedule as set forth in the Proposal.

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 parties agree that the time to complete the Project is one hundred eighty (180) days after any and all required permits are ready for pickup at the City of Palm Beach Gardens, if any. 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. Pawelczyk 1s, Esq.

CONTRACTOR: **Carpenter Contractors of America, Inc.**  
2340 Newburg Road  
Belvidere, Illinois 61008  
Attention: President

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's 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. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

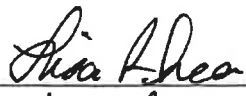
  
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Print name: CHAIR  
Chair/Vice-Chair

2 day of August, 2023

WITNESSES:

CONTRACTOR:

  
\_\_\_\_\_  
Maria S. Morales  
[PRINT NAME OF WITNESS]

  
\_\_\_\_\_  
LISA RHEA  
[PRINT NAME OF WITNESS]

**CARPENTER CONTRACTORS OF  
AMERICA, INC., a Illinois corporation**

By:   
\_\_\_\_\_


Print name: Michael Ehrlich

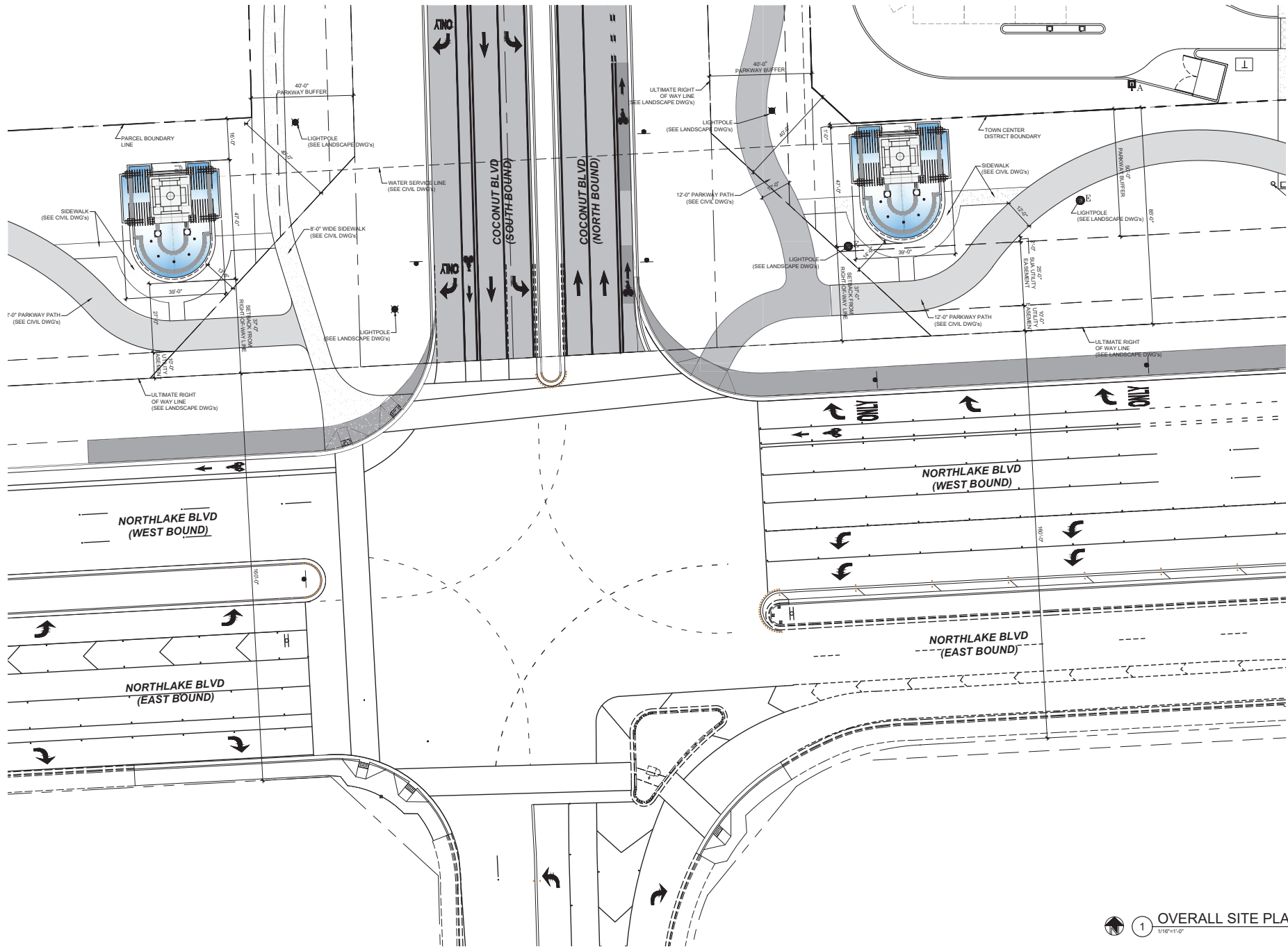
Title: Controller

2 day of August, 2023

**EXHIBIT A**  
**PROJECT SPECIFICATIONS**



ABBREVIATIONS				COCONUT BLVD. ENTRY FEATURE				DESIGN PARAMETERS			
ABV. ABOVE	H.C. HOLLOW CORE	R.O. ROUGH OPENING									
ACOUS. ACoustical	H.W. HARDWOOD	R.W. RAIN WATER LEADER									
ADJ. ADJUSTABLE	HET. HEIGHT	S.C. SCHEDULE									
ALUMINUM ALUMINUM	HORIZ. HORIZONTAL	SCH. SHEET									
APPROX. APPROXIMATE	IND. INCH	SQ. SQUARE									
BLD. BUILDING	INCAND. INCANDESCENT	SAL. SILLAR									
BLK. BLOCK	INT. INTERIOR	ST. STAINLESS STEEL									
BOT. BOTTOM	JT. JOINT	STD. STANDARD									
CAB. CABINET	LAM. LAMINATE	STOR. STORAGE									
CLER. CLEAR	LAV. LOCATION	STRUCT. STRUCTURAL									
CL. CAST IRON	L.C. LUG	SUP. SUPPORT									
COL. COLUMN	MAX. MAXIMUM	T.M. TOP OF MASONRY									
CONC. CONCRETE	MET. METAL	T.C. TOP OF CURB									
CONN. CONNECTION	MFR. MANUFACTURER	TG. TONGUE AND GROOVE									
CTK. COUNTER/INK	MIN. MINIMUM	T.O. TOP OF CHIMNEY									
DECAT. DECATIVATED	MNC. MANUFACTURED	T.O.P. TOP OF PLATE									
DET. DETAIL	M.O. MASONRY OPENING	T.O.L. TOP OF LEDGER									
DIAMETER DIAMETER	M.L. MULLION	T.O.P. TOP OF PLATE									
DOWN DOWN	N. NO	T.O.P. TOP OF PLATE									
DWG. DRAWING	N.A. NUMBER	T.O.P. TOP OF PLATE									
ELEV. ELEVATION	O.A. OVERALL	U.P. UNLESS OTHERWISE NOTED									
ELEV. ELEVATION	O.C. ON CENTER	VERT. VERTICAL									
ELEV. ELEVATION	O.D. OUTSIDE DIAMETER	VERT. VERTICAL									
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PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	SMC	08.23.22

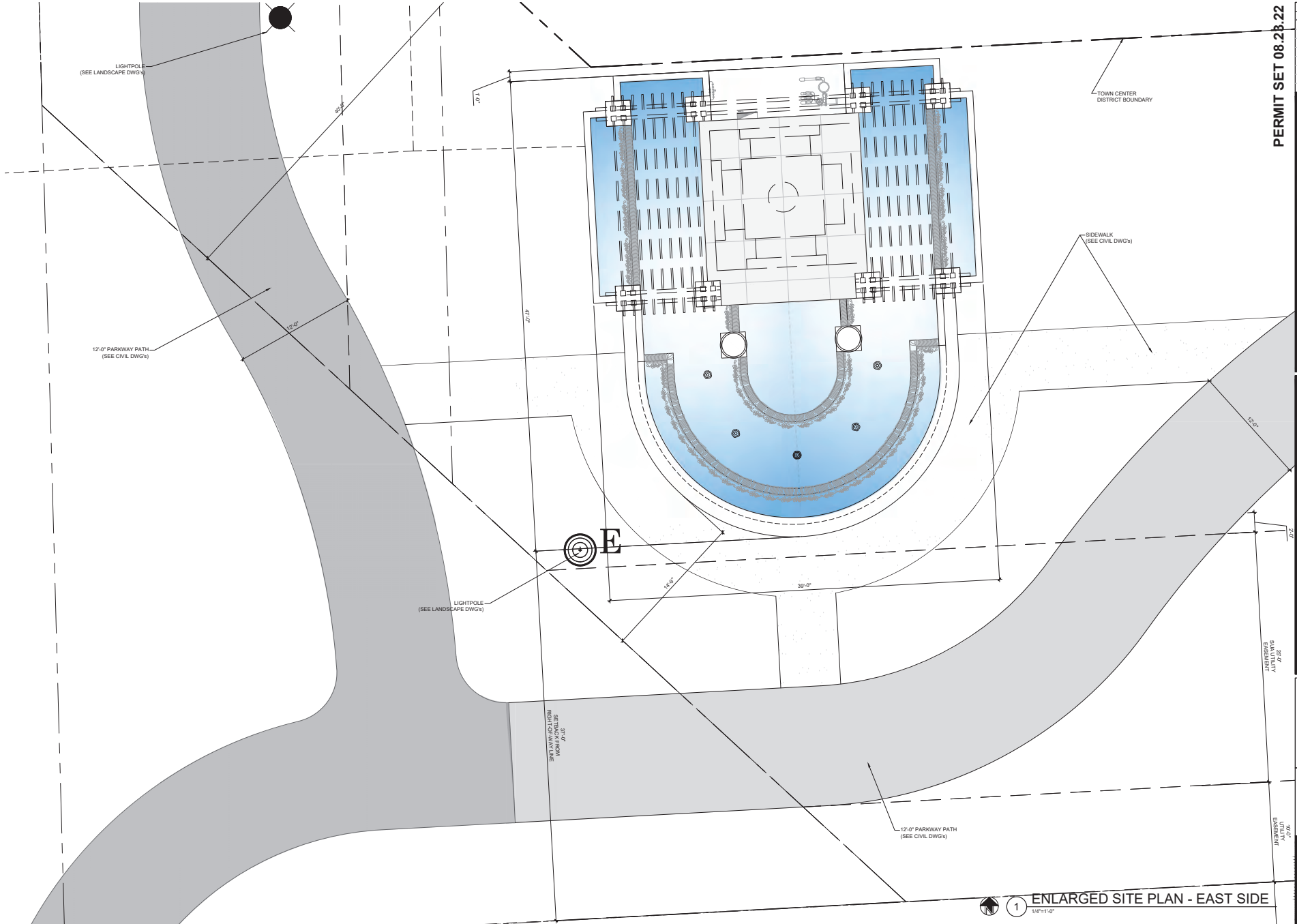
**AVENIR COCONUT BLVD.**  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

**RANDALL STOFFT**  
ARCHITECTS  
distinctive. inspirational. architecture.

Job No. 2009076

FL-00005 FUR04-A000379

**A101**



PERMIT SET 08.28.22

REVISIONS	BY	DATE
1	DM	08.28.22

AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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Job No. 2009076

FL-00005 FUR-04-A000379

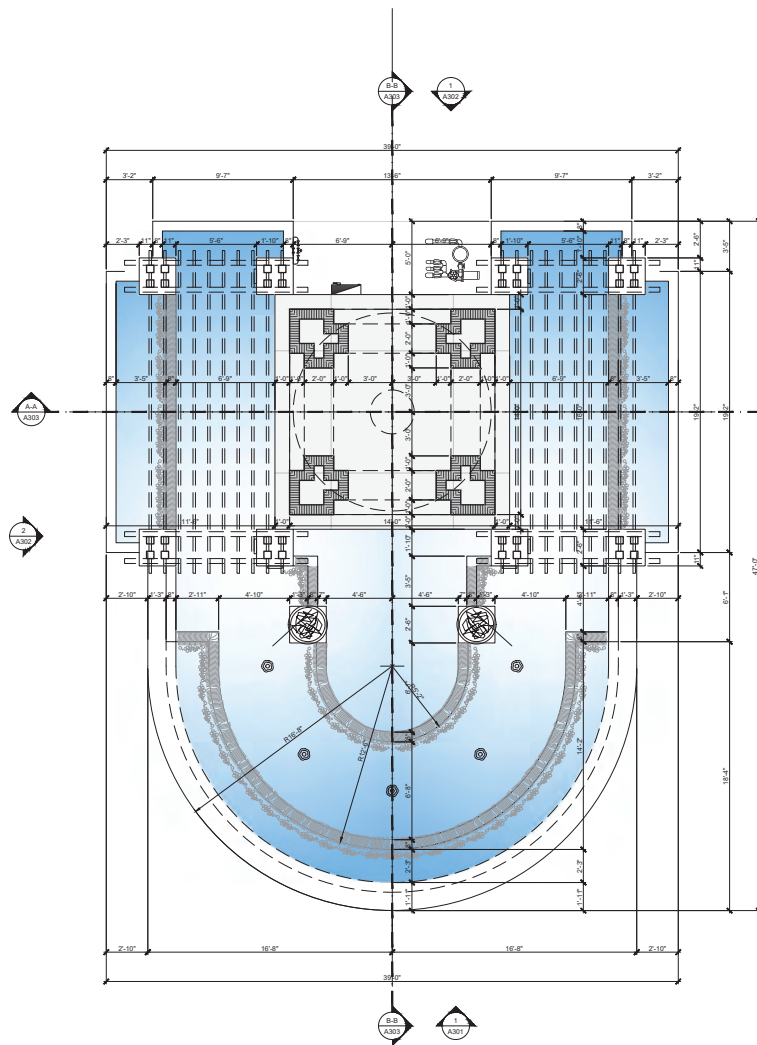
A102

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

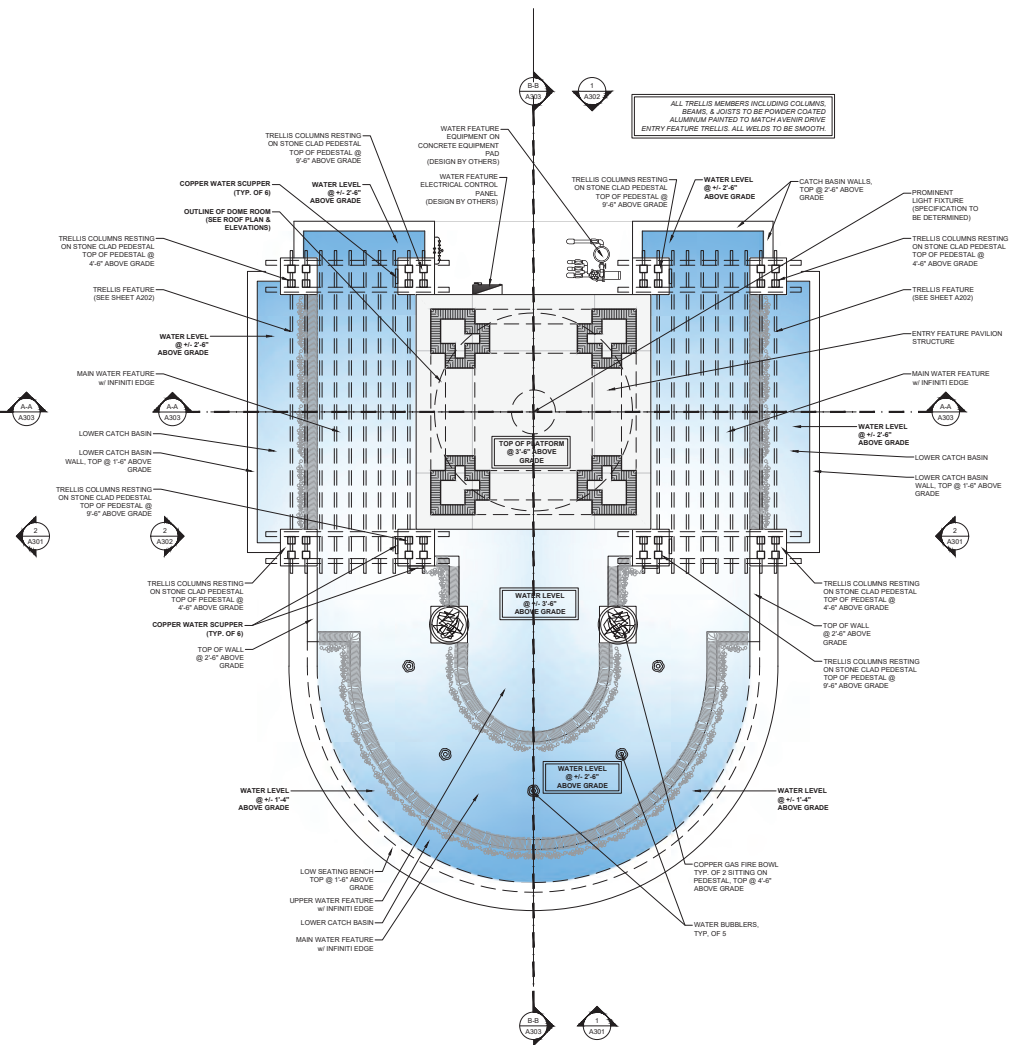




1 ENLARGED SITE PLAN - WEST SIDE  
1/4"=1'-0"



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



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

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	PM	08.23.22
2	PM	08.23.22
3	PM	08.23.22
4	PM	08.23.22
5	PM	08.23.22
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10	PM	08.23.22

AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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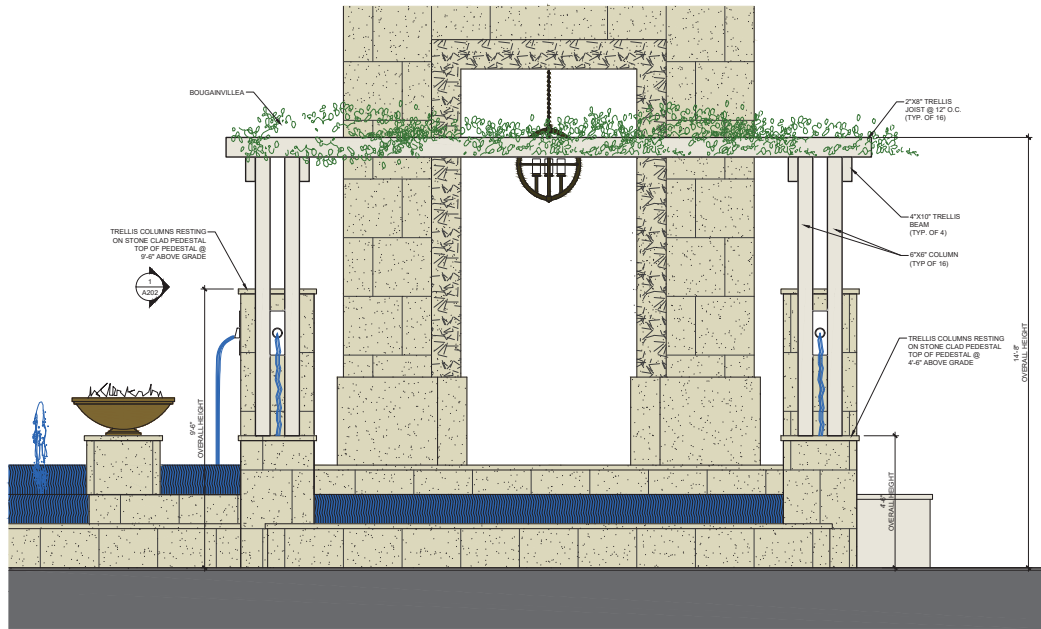
Job No. 2000076

FL-00005 FUR04-A000379

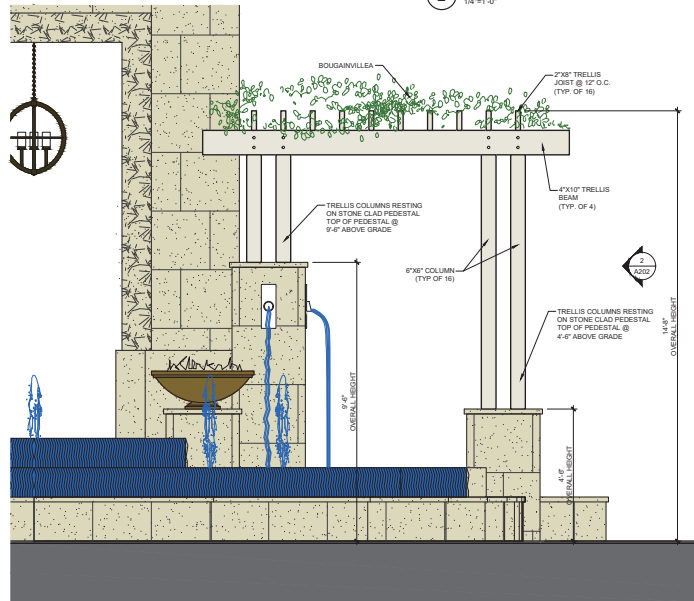
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A201

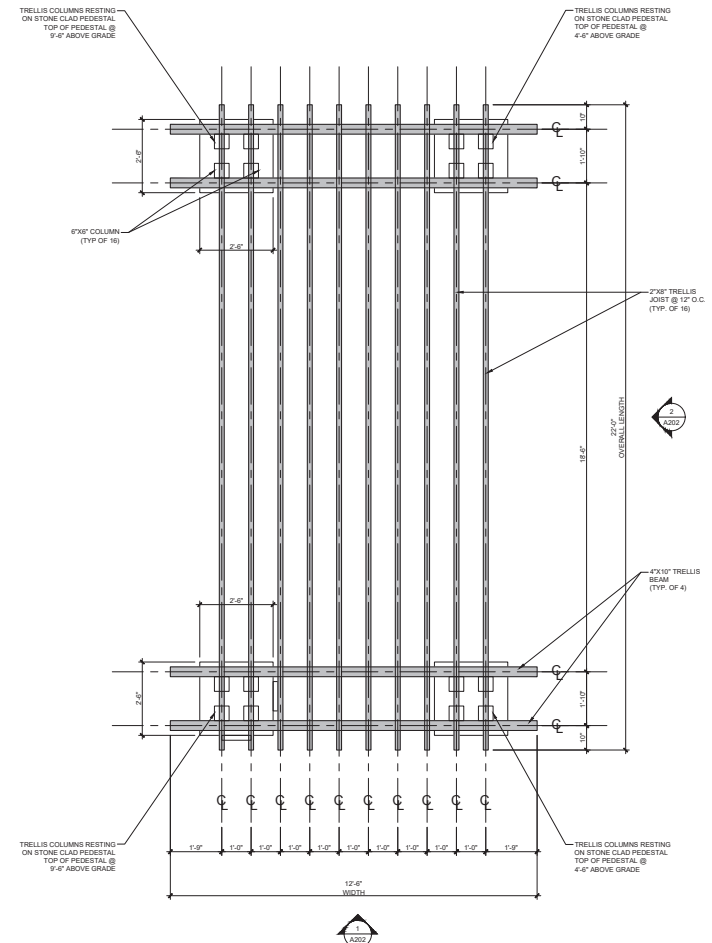
42 N. SHANTON AVE. DELRAY BEACH, FL 33445 (561) 340-0799 • N. AVERA, FL 33432 (561) 340-9077 • WWW.STOFFT.COM



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

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Job No. 2009076

FL-00005 FUD-0-AM0379

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A202





PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	DMC	08.30.22
2	DMC	08.30.22
3	DMC	08.30.22
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AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

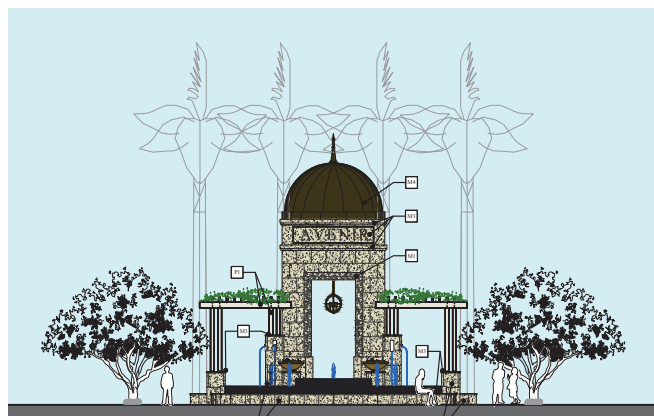
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Job No. 2009076

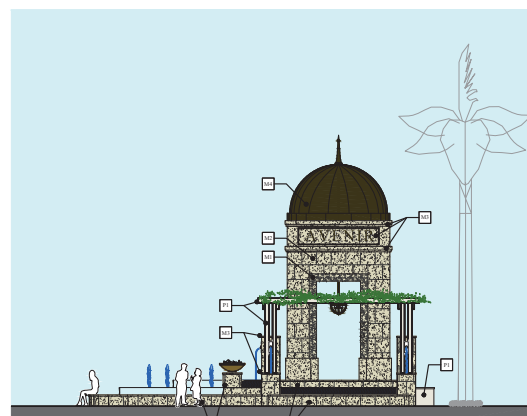
FL-00005 FIRM-AA0379

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A300



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



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



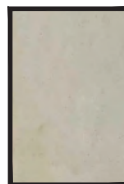
**WALL CLADDING**  
FLORIDA 'OOLITE' STONE  
NATURAL COLOR, HATCHET CUT

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

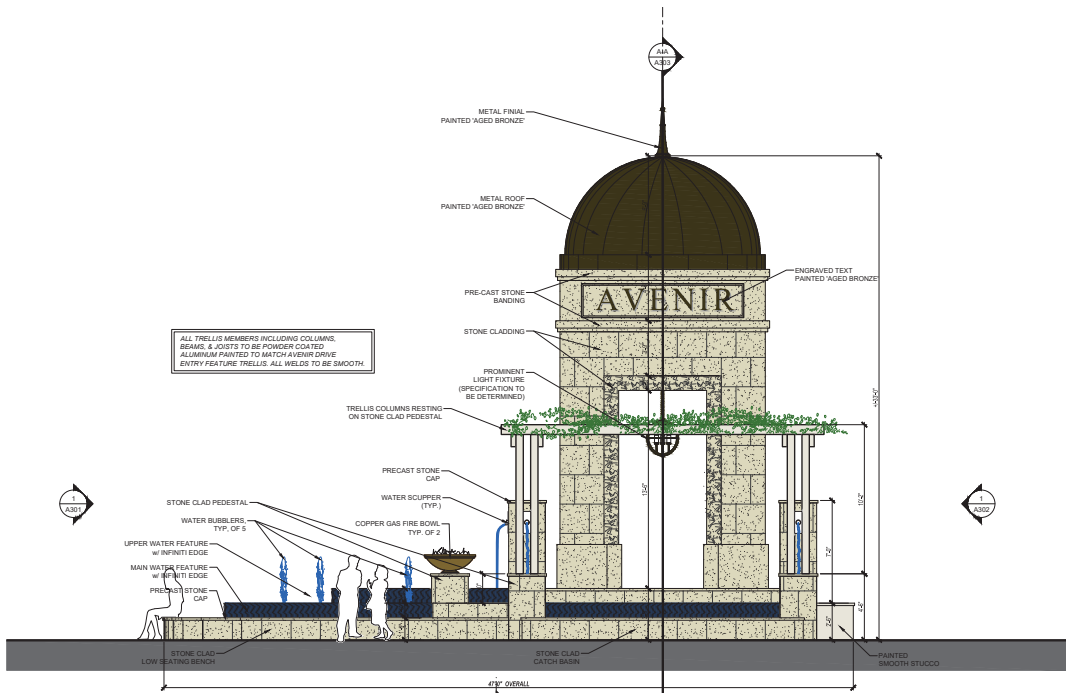
AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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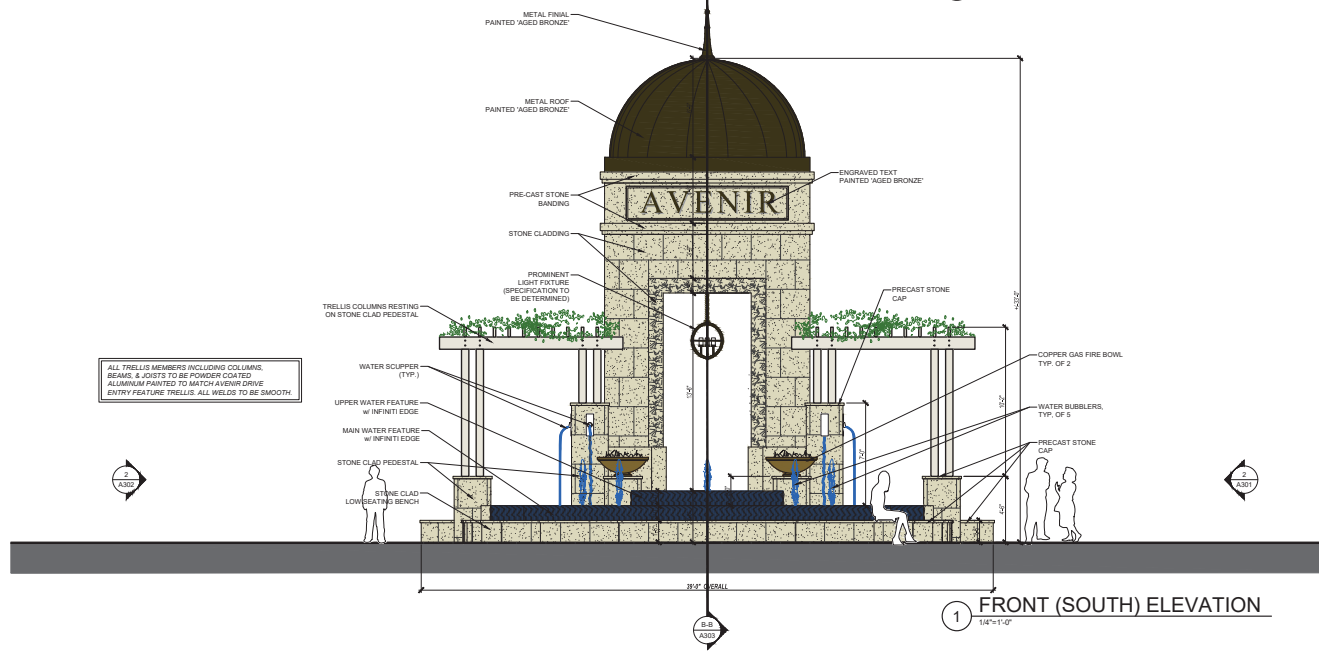
Job No. 2000076

FL-00005 FUD-AM0379

A301



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



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

PERMIT SET 08.23.22

REVISIONS	BY	DATE
1	PERMIT SET 08.23.22	08.23.22

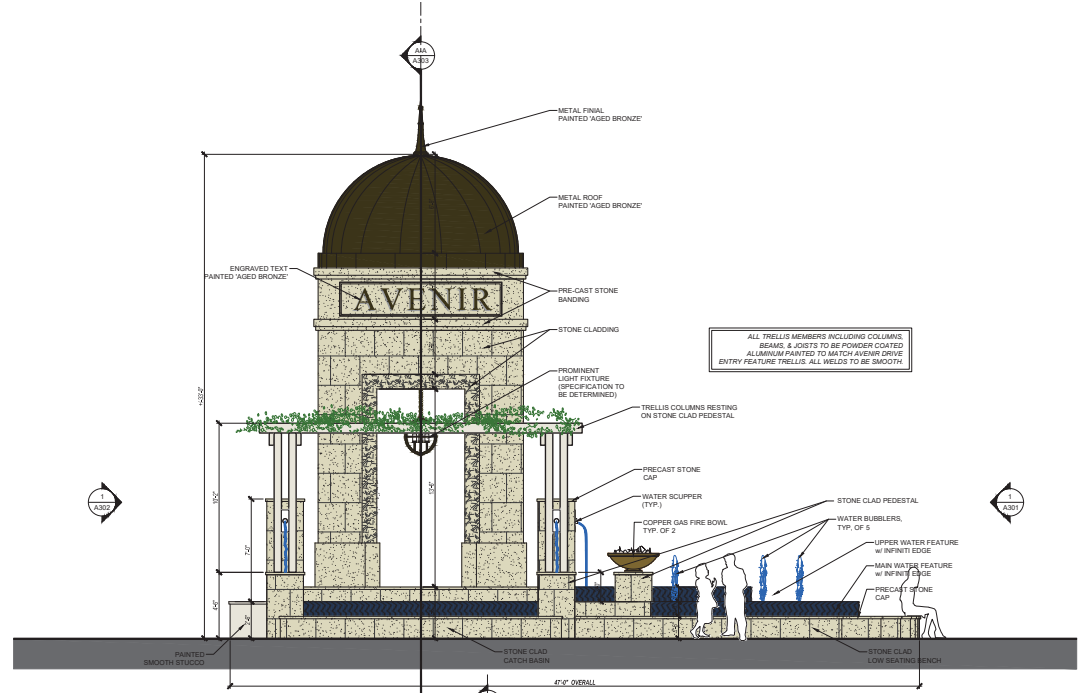
AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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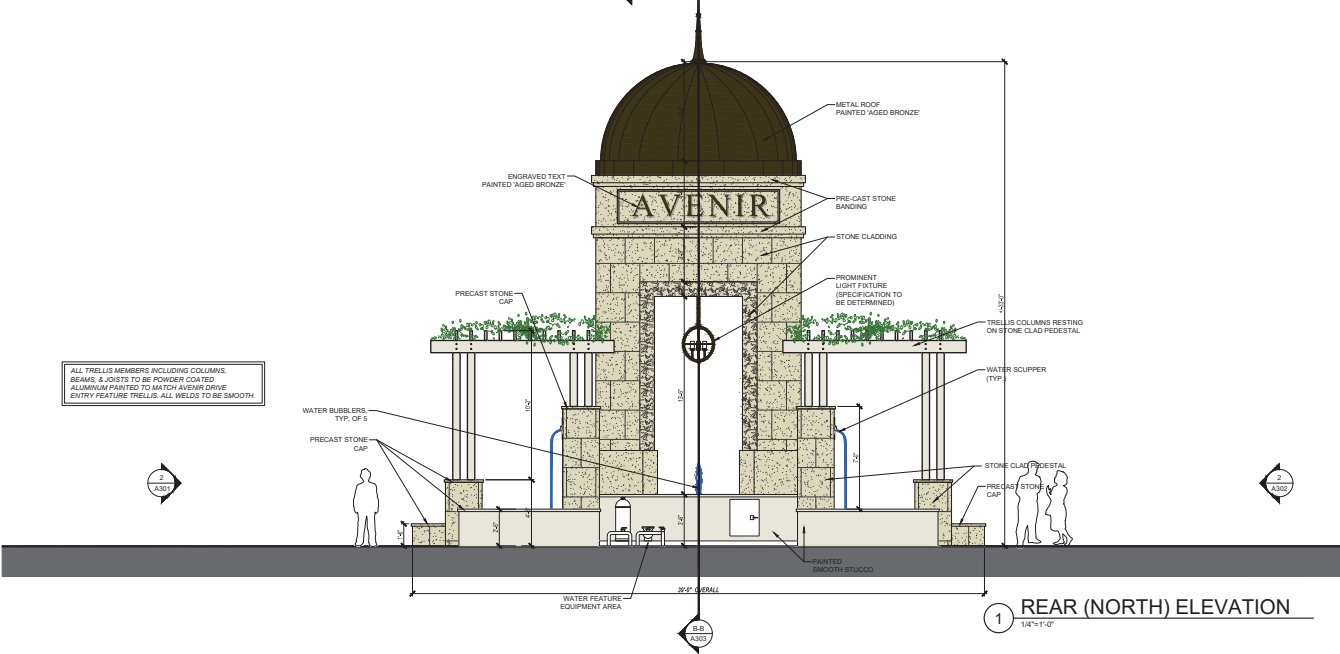
Job No. 2000076

FL-00005 FUD-04-000079

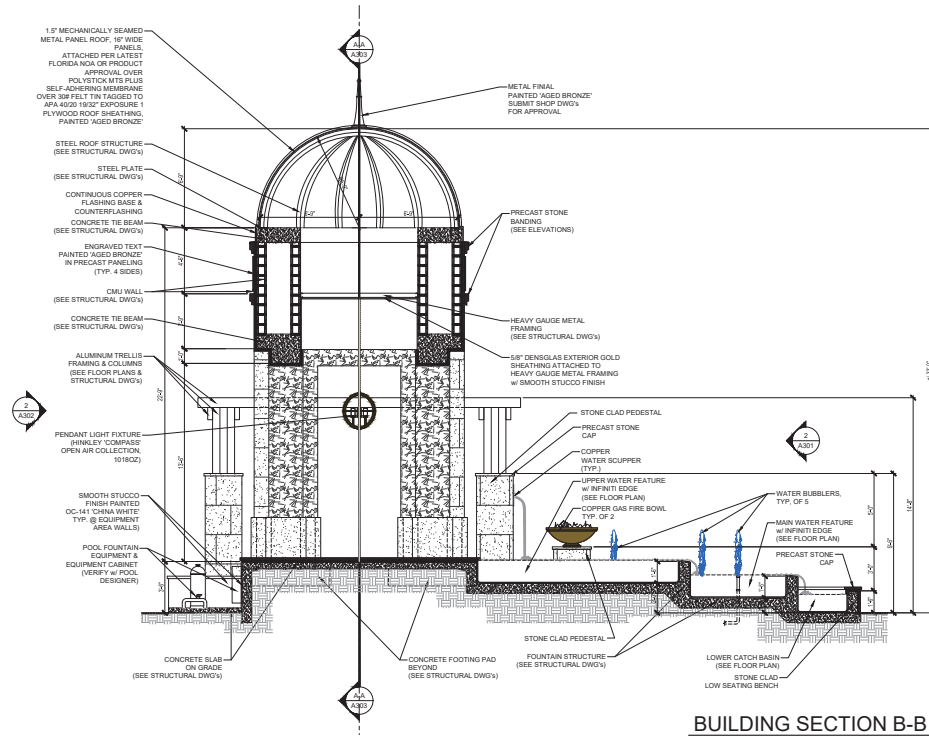
A302



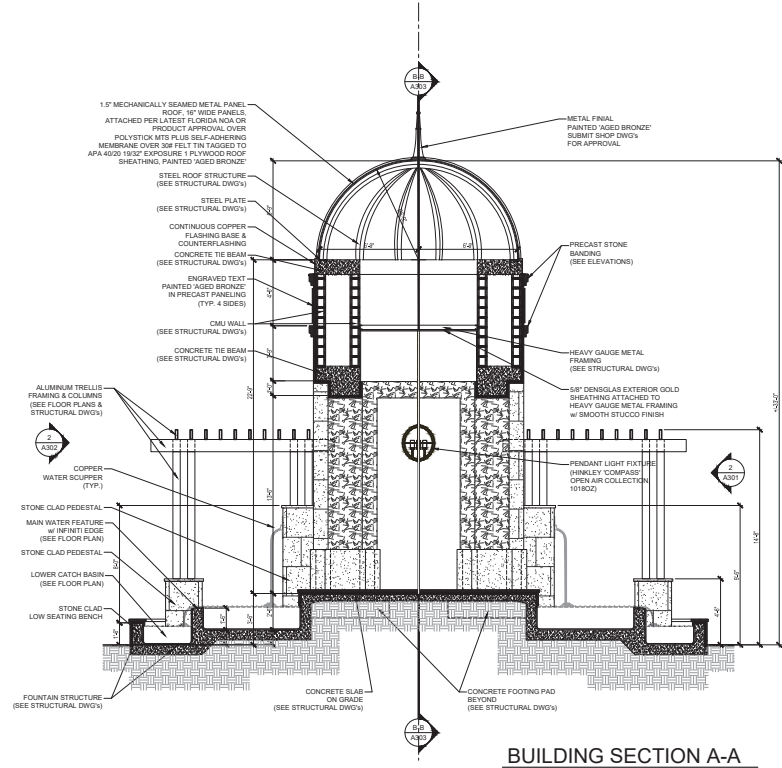
2 LEFT (WEST) ELEVATION  
1/4"=1'-0"



1 REAR (NORTH) 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
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7	PKM/ST	08.20.22
8	PKM/ST	08.20.22
9	PKM/ST	08.20.22
10	PKM/ST	08.20.22

AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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Job No. 2009076

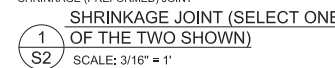
FL-00005 FUD-00005

As shown, this drawing is a preliminary drawing and is not to be used for construction. It is the responsibility of the client to verify the accuracy of the information provided on this drawing. The client is responsible for obtaining all necessary permits and approvals for the project. The architect is not responsible for the construction of the project or for the performance of the project. The architect is not responsible for the construction of the project or for the performance of the project.

A303



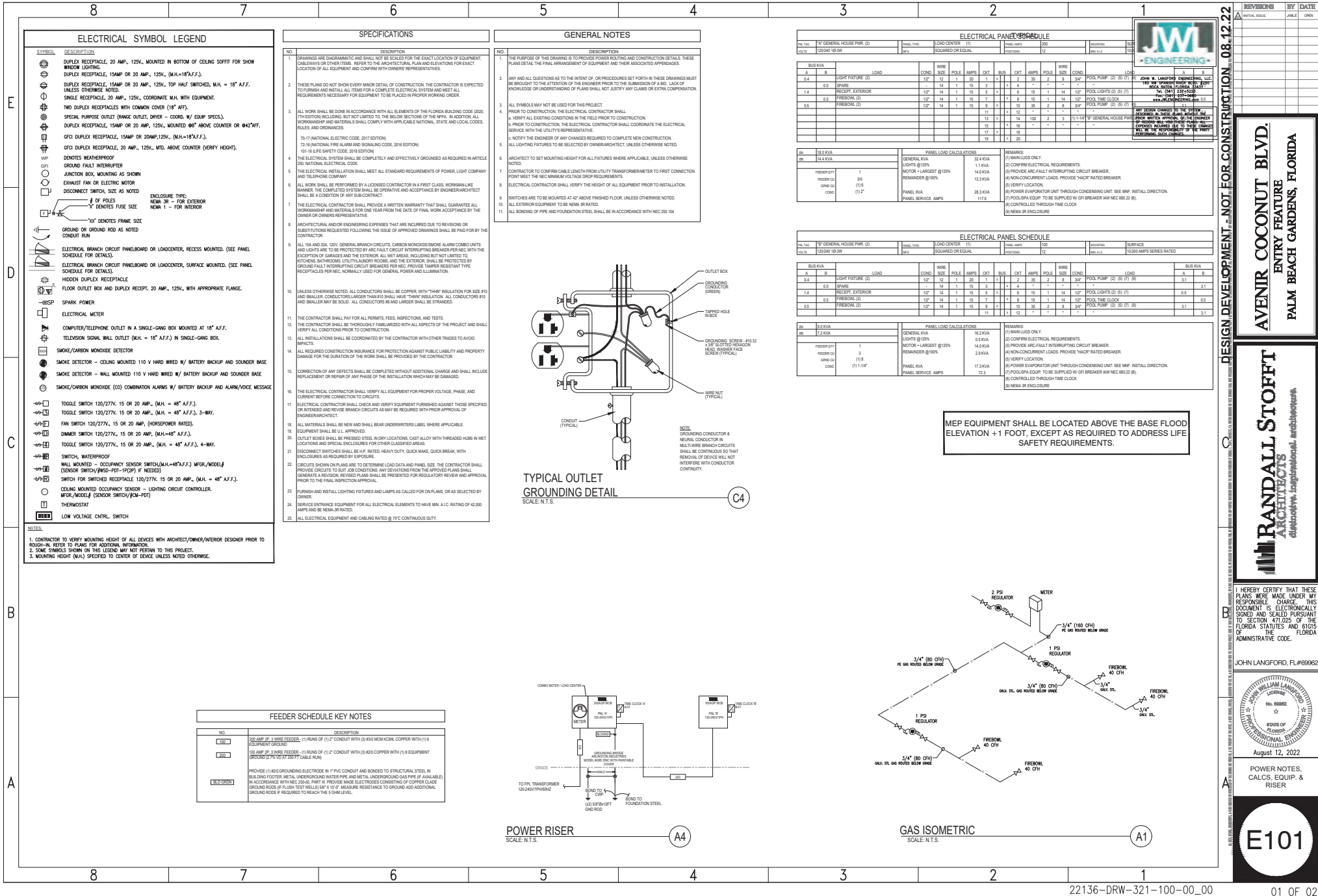
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S2



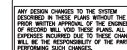








SCALE: 1/4" = 1'-0"

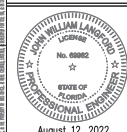


**AVENIR COCONUT BLVD.**  
**ENTRY FEATURE**  
**PALM BEACH GARDENS, FLORIDA**

**RANDALL STOFFT**  
ARCHITECTS  
distinctive, inspirational, authentic.

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**



Carpenter Contractors of America, Inc.  
Pompano Beach Division

# Revised Proposal & Contract

Date: February 14, 2023

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

**Re: Avenir Entry Features**

Plan date: 8-23-22

Architect: Randall Stofft

Attn: Keith O'Brien

We hereby propose to furnish the following necessary to complete the application of items listed herein in accordance with plans and the attached specifications for the sum of:

MODEL	CONCRETE-MASONRY-CARPENTRY LABOR & MATERIAL TOTAL
ENTRY FEATURE East (EFE)	\$ 83,000
ENTRY FEATURE West (EFW)	\$ 83,000

**Draw schedule:**

	EFE	EFW
(22) Completion of slab	\$ 20,500	\$ 20,500
(25) Completion of 1 <sup>st</sup> lift	\$ 31,500	\$ 31,500
(26) Completion of 2 <sup>nd</sup> lift	\$ 23,700	\$ 23,700
(07) Completion of shtg.	\$ 5,800	\$ 5,800
(08) Completion of Dens	\$ 1,500	\$ 1,500

Builder agrees that he will neither back charge nor deduct any monies due subcontractor without signed approval of back charge documentation by subcontractor's Production Superintendent or Job Foreman.

All extra work to be performed at the rate of \$75.00 per hour plus material and 10% of material for handling.

Builder's representative(s) listed below have the authority to sign designating approval of extra work to the contract between Carpenter Contractors of America and the Builder. Builder further agrees that all extra work so approved will be paid in accordance with the payment terms:

Builder's Authorized Representative(s)

Title(s)

This proposal is subject to the terms and conditions on the attached pages 2 through 4.

All work not specified within this proposal is considered to be done by others.

The prices set forth in this proposal are to be firm for all buildings upon which contracted construction is started before 3/31/23.

Any non-inventoried and/or special materials ordered based upon Builder's contract for this project which subsequently are not used will be billed and delivered to Builder and become property of the Builder. Builder agrees to pay for same.

Any materials furnished by others to be installed by subcontractor are to be delivered to each building site by others. Subcontractor does not assume responsibility for same.

In the event that Carpenter Contractors of America is instructed to begin work described in this proposal before receipt of properly signed acceptance, such authorization shall be recognized as an acceptance of this proposal in its entirety.

Terms: To be paid as follows: All invoices dated on or before the 10<sup>th</sup> of the month are to be paid by the 25<sup>th</sup> of the same month.  
All invoices dated on or before the 25<sup>th</sup> of the month are to be paid by the 10<sup>th</sup> of the following month.

This proposal subject to review and/or revision if not accepted within five days of date of this proposal.

Respectfully,

MARK JACKSON

Submitted by: \_\_\_\_\_  
Sales Representative

By: Wanda E. Hinds, Controller  
Authorized Signature

Date: \_\_\_\_\_

Company: Avenir Community Development District

Accepted by: \_\_\_\_\_

February 15, 2023

**NOTES FOR:**

**ENTRY FEATURE**

1. The Builder agrees that he will neither back-charge nor deduct any monies due this subcontractor without signed approval of back-charge documentation by our job foreman or superintendent. This procedure allows us to expedite processing of any credits which you may be due. The Builder further agrees that Extra Work Orders, once signed by his representatives listed on Page One will be paid according to the Contract Payment Terms. In the event no names are listed on Page One, then any representative of the Builder is authorized to sign.
2. Builder to provide access to buildings for any building materials. If any building is not accessible, there may be an additional charge for equipment necessary to get materials to building.
3. Price proposed does NOT include metal dome structure.
4. Only cells with reinforced #5 rebar is to be filled with concrete.
5. Price proposed DOES include triple layer of 3/8" pressure treated plywood on top of dome.
6. Price proposed includes an 8" x 38" poured in place perimeter footing (including rebar) around entire square platform. Detail used for this footing is shown on 4/S2. Two (2) additional #4 horizontal dowels will be installed along the bottom of this footing at 14" O.C. per this detail, for other contractors to tie fountain reinforcement into. Waterproofing and leak prevention is to be by others.
7. The 8" x 38" perimeter footing that we figured, the P66 pads, and the main slab for the platform will be poured all together in one pour.
8. The ten (10) piers shown (2/S1 and 3/S1) are not included and are to be supplied and installed by others. Fountain structure is NOT included and is to be by others.
9. Per detail 6/S2 three layers of cdx plywood is called for even though 2x decking is shown. We figured the three layers of PT plywood. Detail 1/S3 shows plywood decking. Page A001 note "I" and page A210 call for 19/32" APA roof sheathing which was NOT figured.
10. Aluminum posts, trellises and rafters are not included.
11. Revised price proposed included supplying and installing densglass gold on ceilings.

---

Builder Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
CCA Initials MLL Date: 8/2/23



February 15, 2023

**SPECIFICATIONS FOR:**

**ENTRY FEATURE**

**CONCRETE SCOPE OF WORK:**

Furnish all labor, material and equipment necessary to execute and complete all items of cast-in-place concrete, complete as shown on Drawings and as specified below: work includes and is limited to the following:

Layout from engineer's corner pins.

Provide termite treatment for platform foundation structure only.

Excavation of footings. The rough building pad consisting of clean fill shall be within + or - 1 inch top of stem footing.

Supply, place and strip form material for perimeter footings and tie beams.

Fine grade building pad.

Provide and place 6 Mil Visqueen for walkway areas.

Furnish and install 6"x 6" 10/10 wire mesh for grade slab.

Furnish and install besser brick for rebar support in the foundation.

Provide and install grade 60 rebar and accessories.

Equipment figured to pour footings and grade slab.

Saw control joints in walkway slab where shown.

Compact fill inside walls at walkway in 12" increments. (Fill and density tests by others)

Place building debris in designated area.

Provide and place 3000# p.s.i. concrete for footings slab, equipment pad, and tie beams.

---

Builder Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
CCA Initials   NLS   Date:   8/2/23

February 15, 2023

**SPECIFICATIONS FOR:**

**ENTRY FEATURE**

**STANDARD MASONRY NOTES:**

Provide and install masonry block including sand, mortar and clean-up of broken debris. Install Dur-o-wall horizontal reinforcing every other course per plans.

**CARPENTER CONTRACTORS OF AMERICA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING:**

Engineering services including lot lines, building setbacks, grades and elevations, and building corners with 5' off-set each way per corner.

Damage to concrete work resulting from unstable soil, backfilling, underground or surface water, or other acts beyond our control.

Inadequate soil bearing capacity.

Cracking or scaling of concrete.

Water leaks of any kind.

**CARPENTRY SCOPE OF WORK:**

Supply and install three layers of 3/8" Pressure Treated Plywood on dome. Plywood attached to dome using self-tapping metal screws. Per plans #12-24 screws are to be used. CCA figured #12-24 x 2" long screws to penetrate all three layers of plywood into the dome structure. Screws figured to be at 4" O.C. along the edges and 6" O.C. in the field. Install 1" thick Densglass Gold board on metal ceiling framing.

**WORK BY OTHERS:**

Excavating and backfilling for other trades - Concrete sealers, hardeners, or curing of any type - Concrete testing - Site work - Exterior flatwork or grade slabs - Stucco - Stucco Buildouts - Sidewalks - Removal of Debris - Sidewalks of any kind - Decorative stone, caps, cornice, limestone, stone floor, etc.... - Aluminum of any kind - Fountain structure - Framing down of any ceilings

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Builder Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
CCA Initials   Wh   Date:   8/2/23