

## SMALL PROJECT AGREEMENT

(Coconut Blvd Entry Feature – Fire Bowls Installation)

THIS SMALL PROJECT AGREEMENT is made and entered into this 31<sup>st</sup> 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

**C & C DIVERSIFIED SERVICES, LLC**, a Florida limited liability company, whose address is 7954 SW Jack James Drive, Stuart, Florida 34997 (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 installed four (4) natural gas-powered fire bowls and associated work to newly constructed entry features (collectively, the "Project"), in accordance with the Design Development Plan, dated August 12, 2022, and prepared by Randall Stofft Architects which Design Development Plan 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 #17371, dated August 31, 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 **NINETY-THREE THOUSAND SIX HUNDRED EIGHTY-TWO AND 00/100 (\$93,682.00) DOLLARS** (the "Contract Amount") in accordance with the payment schedule below:



Payment No.	Payment Due	Payment
1	Execution of Agreement	\$46,841.00
2	Completion of Project	\$46,841.00
<b>TOTAL</b>		<b>\$93,682.00</b>

Payment of the Final Payment of the Contract Amount will be made upon completion of the work necessary to complete the Project, once 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 I, Esq.

CONTRACTOR: **C & C Diversified Services, LLC**  
7954 SW Jack James Dr  
Stuart, Florida 34997  
Attention: Brian Critoph, 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. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

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

  
\_\_\_\_\_  
Jason Pierman, Secretary

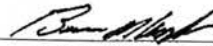
**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

31 day of Aug, 2023

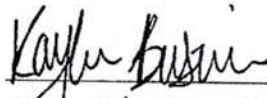
**CONTRACTOR:**

**C & C DIVERSIFIED SERVICES, LLC, a  
Florida limited liability company**

By:   
\_\_\_\_\_  
Brian Critoph, Manager

31<sup>st</sup> day of August, 2023

**WITNESSES:**

  
\_\_\_\_\_  
Kaylin Bustin  
[PRINT NAME OF WITNESS]

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



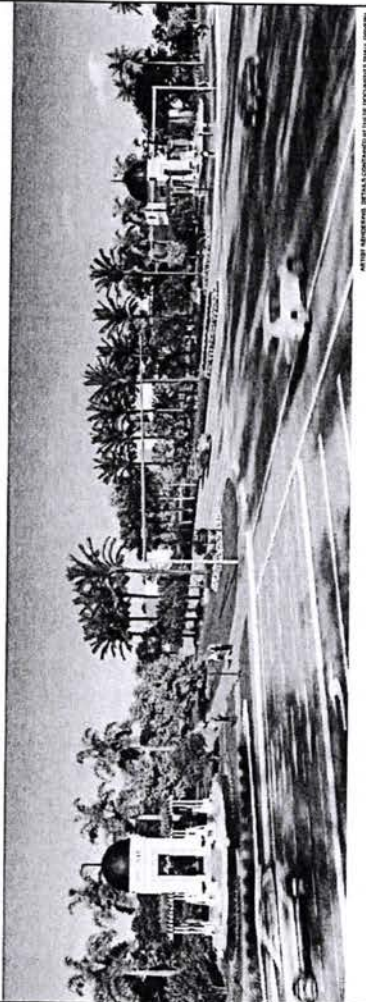
EXHIBIT A  
PROJECT SPECIFICATIONS



## DESIGN PARAMETERS

[illegible]

## COCOA BUT BLVD. ENTRY FEATURE



## SINGULAR VALUE

	DATE	TIME	LOCATION	WIND DIRECTION	WIND SPEED	TEMPERATURE	HUMIDITY	CLOUDS	SEA STATE	REMARKS
01	1978-06-15	0000	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0000Z STATION 1 090 10 28.0 75 BKN050 S
02	1978-06-15	0100	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0100Z STATION 1 090 10 28.0 75 BKN050 S
03	1978-06-15	0200	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0200Z STATION 1 090 10 28.0 75 BKN050 S
04	1978-06-15	0300	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0300Z STATION 1 090 10 28.0 75 BKN050 S
05	1978-06-15	0400	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0400Z STATION 1 090 10 28.0 75 BKN050 S
06	1978-06-15	0500	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0500Z STATION 1 090 10 28.0 75 BKN050 S
07	1978-06-15	0600	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0600Z STATION 1 090 10 28.0 75 BKN050 S
08	1978-06-15	0700	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0700Z STATION 1 090 10 28.0 75 BKN050 S
09	1978-06-15	0800	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0800Z STATION 1 090 10 28.0 75 BKN050 S
10	1978-06-15	0900	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 0900Z STATION 1 090 10 28.0 75 BKN050 S
11	1978-06-15	1000	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1000Z STATION 1 090 10 28.0 75 BKN050 S
12	1978-06-15	1100	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1100Z STATION 1 090 10 28.0 75 BKN050 S
13	1978-06-15	1200	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1200Z STATION 1 090 10 28.0 75 BKN050 S
14	1978-06-15	1300	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1300Z STATION 1 090 10 28.0 75 BKN050 S
15	1978-06-15	1400	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1400Z STATION 1 090 10 28.0 75 BKN050 S
16	1978-06-15	1500	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1500Z STATION 1 090 10 28.0 75 BKN050 S
17	1978-06-15	1600	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1600Z STATION 1 090 10 28.0 75 BKN050 S
18	1978-06-15	1700	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1700Z STATION 1 090 10 28.0 75 BKN050 S
19	1978-06-15	1800	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1800Z STATION 1 090 10 28.0 75 BKN050 S
20	1978-06-15	1900	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 1900Z STATION 1 090 10 28.0 75 BKN050 S
21	1978-06-15	2000	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 2000Z STATION 1 090 10 28.0 75 BKN050 S
22	1978-06-15	2100	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 2100Z STATION 1 090 10 28.0 75 BKN050 S
23	1978-06-15	2200	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 2200Z STATION 1 090 10 28.0 75 BKN050 S
24	1978-06-15	2300	STATION 1	090	10	28.0	75	BKN050	S	NOVEMBER 15, 1978 2300Z STATION 1 090 10 28.0 75 BKN050 S

MINTELL, INCORPORATED

**ARCHITECT**  
**BRUNNEN & ASSOCIATES**  
 100 NORTH CENTRAL AVE. SUITE 5  
 DELRAY BEACH, FL 33444  
 407-349-0976 (F)  
 407-349-0977 (T)  
 FAX: 407-349-0978  
 E-MAIL: brunnen@aol.com

**STRUCTURAL ENGINEER**  
**PROJECT CLASSIC, LLC**  
 P.O. BOX 1045  
 FTM TEXAS TEX, 75467  
 940-444-7471 (F)  
 940-444-7471 (T)  
 CONTACT: FARRIS ALBERTUS, P.E.  
 E-MAIL: farrisa@projectclassic.com

**MEP ENGINEER**  
**AMC ENGINEERS**  
 1001 SOUTH SHAWNEE BLVD. SUITE  
 100A DALLAS, TEXAS 75241  
 TEL: 972-251-8224 FAX: 972-251-5462  
 E-MAIL: amc@amc-engineers.com

## CONSTRUCTION NOTES, SPECIFICATIONS AND GENERAL REQUIREMENTS

## I WORK.

[illegible]

CONCRETE UNIT MASONRY:

[illegible]

...and a further 10% of the total population.

CONCRETE FOR BRIDGE MATERIALS AND DESIGN. THE CONCRETE SHALL BE OF THE TYPE OF PORTLAND CEMENT CONCRETE, AS SPECIFIED IN THE STANDARD SPECIFICATIONS FOR BRIDGE MATERIALS AND DESIGN, AND SHALL BE OF THE TYPE OF PORTLAND CEMENT CONCRETE, AS SPECIFIED IN THE STANDARD SPECIFICATIONS FOR BRIDGE MATERIALS AND DESIGN.

BRUSSES:	ROUGH CARPENTRY:
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THESE ARE THE QUESTIONS THAT WILL BE ASKED OF YOU BY THE JURY. IF YOU CAN ANSWER THEM, YOU WILL BE ABLE TO PROVE YOUR CASE. IF YOU CANNOT, YOU WILL BE ABLE TO PROVE YOUR CASE. IF YOU CANNOT, YOU WILL BE ABLE TO PROVE YOUR CASE.

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**SHOP DRAWINGS:**

- Are contract shop drawings sufficient to complete all work indicated on the contract drawings? If not, what additional shop drawings are required for completion of the work?
- Contract shop drawings indicate special drawings?
- Are additional shop drawings of a preliminary nature indicated?

## SECTION AND DETAILS

**PLUMBING FEATURES:**  
A. ALL SHOWER STALLS HAVE SHIELD AND TUBULAR PROTECTION.  
B. ALL TUBS AND SHOWER STALLS ARE 6'0" WIDE.  
C. ALL TUBS AND SHOWER STALLS ARE 6'0" DEEP.  
D. ALL TUBS AND SHOWER STALLS ARE 6'0" HIGH.  
E. ALL TUBS AND SHOWER STALLS ARE 6'0" WIDE.  
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T. ALL TUBS AND SHOWER STALLS ARE 6'0" WIDE.  
U. ALL TUBS AND SHOWER STALLS ARE 6'0" DEEP.  
V. ALL TUBS AND SHOWER STALLS ARE 6'0" HIGH.  
W. ALL TUBS AND SHOWER STALLS ARE 6'0" WIDE.  
X. ALL TUBS AND SHOWER STALLS ARE 6'0" DEEP.  
Y. ALL TUBS AND SHOWER STALLS ARE 6'0" HIGH.  
Z. ALL TUBS AND SHOWER STALLS ARE 6'0" WIDE.

**TIMBER**

the 1980s, there is no doubt that the industry has been successful in its efforts to improve the quality of its products and services. The industry has been able to do this by investing in research and development, and by improving its manufacturing processes. The result has been a steady increase in the quality of the products and services that the industry offers to its customers. This has led to a steady increase in the industry's reputation, and has helped to ensure its continued success.

THIS INFORMATION DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. ONLY THE FULL DISCLOSURE DOCUMENTS CAN BE USED TO MAKE A DECISION ON WHETHER TO INVEST. PLEASE READ THE FULL DISCLOSURE DOCUMENTS CAREFULLY AND ONLY INVEST IF YOU UNDERSTAND THE INVESTMENT AND AGREE WITH THE TERMS AND CONDITIONS.

persons. Such a warning might lead to increased safety measures (e.g., wearing seat belts, not drinking and driving, etc.) or to a change in behavior (e.g., not smoking, not using drugs, etc.).

It is possible that nursing mothers in this study did not breastfeed for 12 months for reasons other than the reasons for which we were interested.

THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR THE ADVICE OF A QUALIFIED PROFESSIONAL ENGINEER OR ARCHITECT. THE USER SHALL OBTAIN THE NECESSARY PROFESSIONAL ADVICE AND CONSULT WITH THE DESIGNER OF THE PROJECT TO DETERMINE THE APPROPRIATE DESIGN AND CONSTRUCTION DETAILS FOR THE PROJECT. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT AND THE SAFETY OF THE PUBLIC. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT AND THE SAFETY OF THE PUBLIC. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT AND THE SAFETY OF THE PUBLIC.

# CONGRATULATIONS

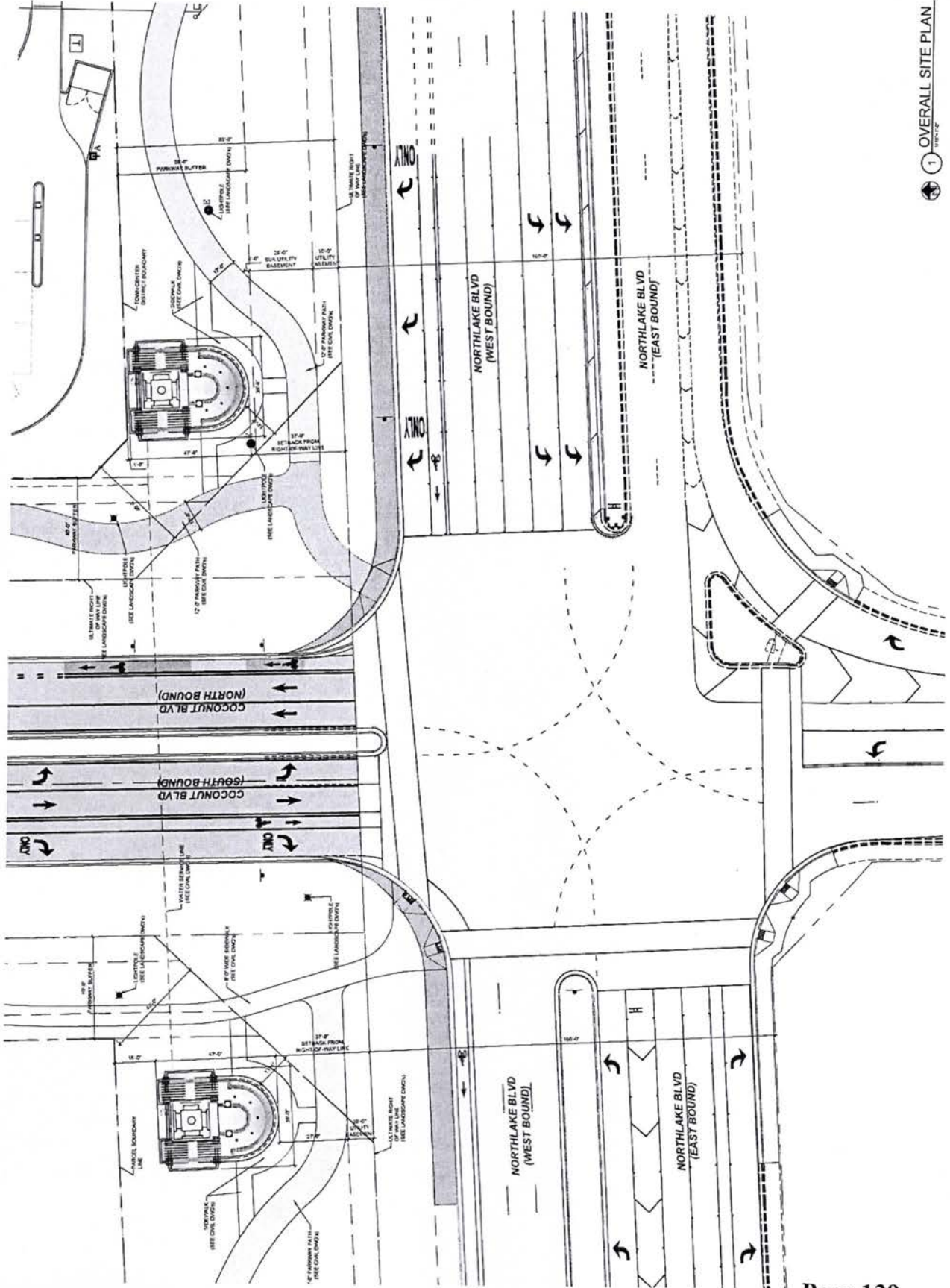
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A001	COVER SHEET	E101	NOTES, SPECIFICATIONS, PANEL SCHEDULES, GAS ROOM TIEING	S101	FOUNDATION AND FIRST FLOOR COLUMN PLAN AND DETAILS
A101	OVERALL SITE PLAN	E201	OVERALL SITE PLAN AND ENLARGED PLAN	S201	EXHIBITION PLAN AND DETAILS
A201	GENERAL LAYOUT, EAST SIDE			S301	STRUCTURAL NOTES AND DETAILS
A301	ENLARGED SITE PLAN, WEST SIDE				
A401	DIMENSION AND NOTE PLANS				
A501	ENLARGED TRUSS PLAN AND ELEVATIONS				
A601	GENERAL ELEVATIONS				
A701	MATERIAL BOARD				
A801	FRONT NORTH AND RIGHT (EAST) ELEVATIONS				
A901	REAR (SOUTH) AND LEFT (WEST) ELEVATIONS				



AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

PERMIT SET 08.23.22

1 OVERALL SITE PLAN  
1/8" = 1'-0"





AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

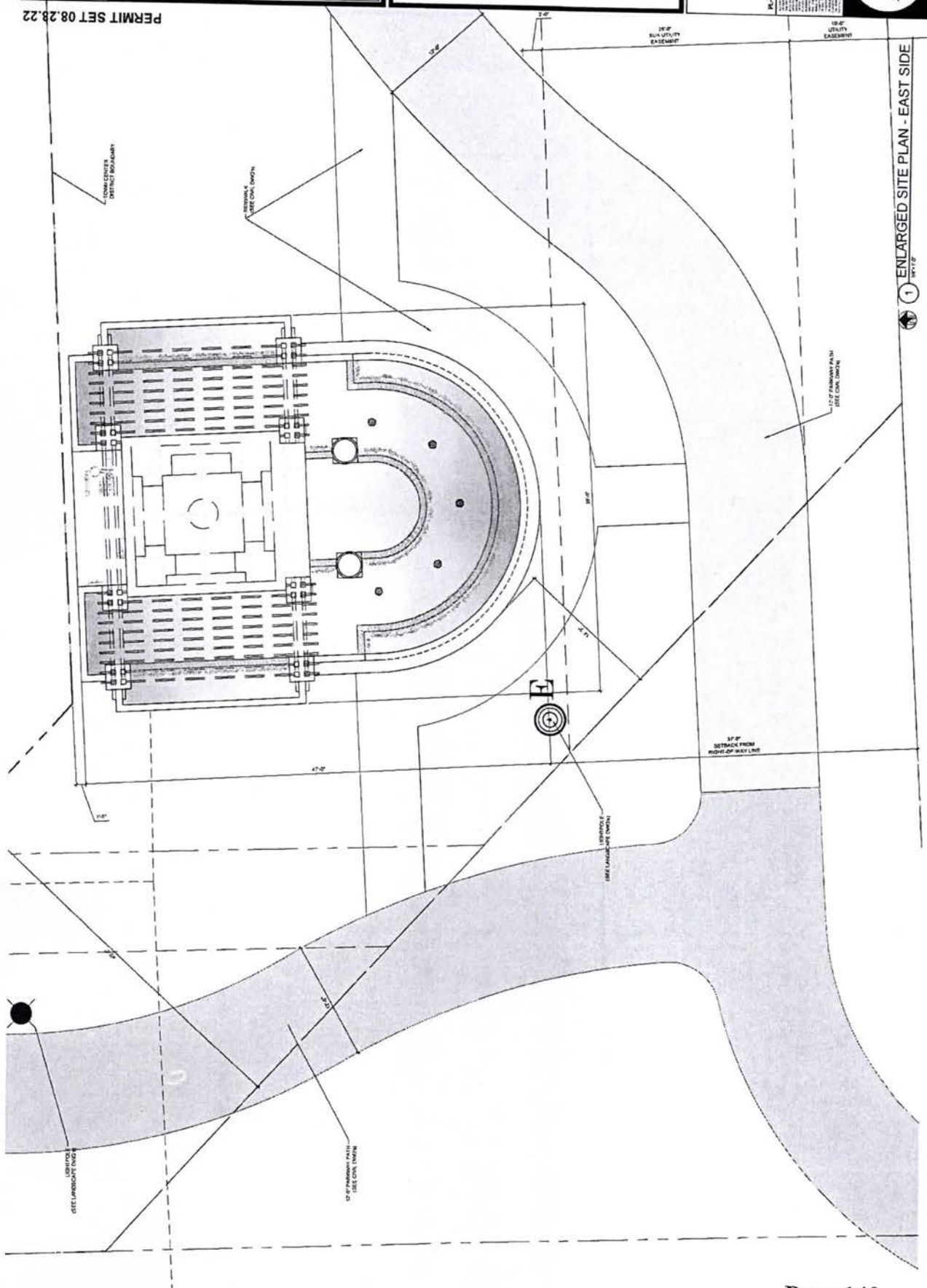
**RANDALL STOFFT**  
ARCHITECTS  
distinctive, inspirational, architecture.

**A102**

PERMIT SET 08.28.22

4 N SW 10TH AVE, DEER BEACH, FL 33440-3400  
NORTH, FL 33408-3400  
WWW.RANDALLSTOFFT.COM

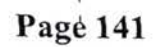
DATE: 08/28/22  
BY: [Signature]  
CHECKED: [Signature]



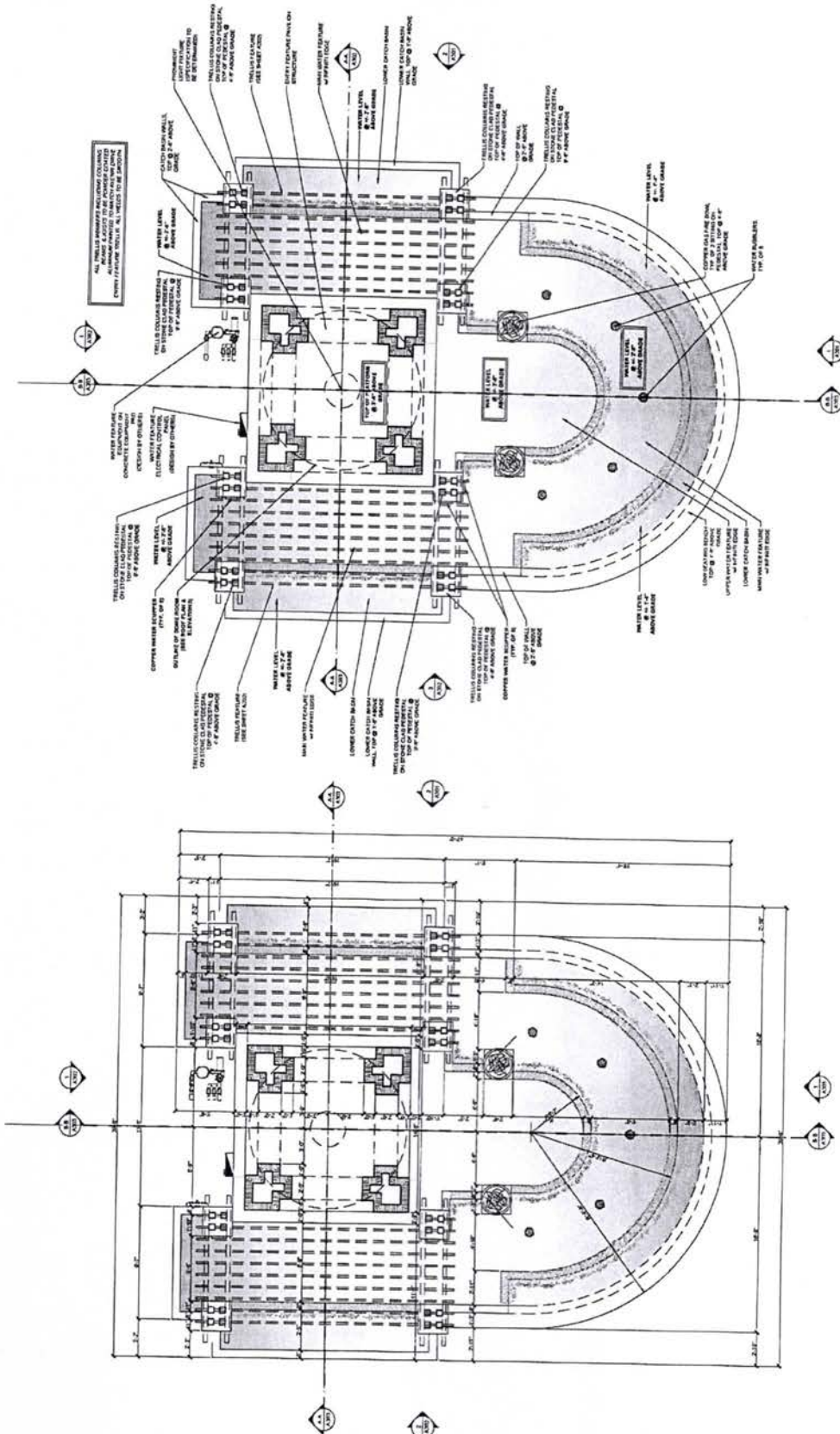


AVENIR COCONUT BLVD.  
ENTRY FEATURE  
PALM BEACH GARDENS, FLORIDA

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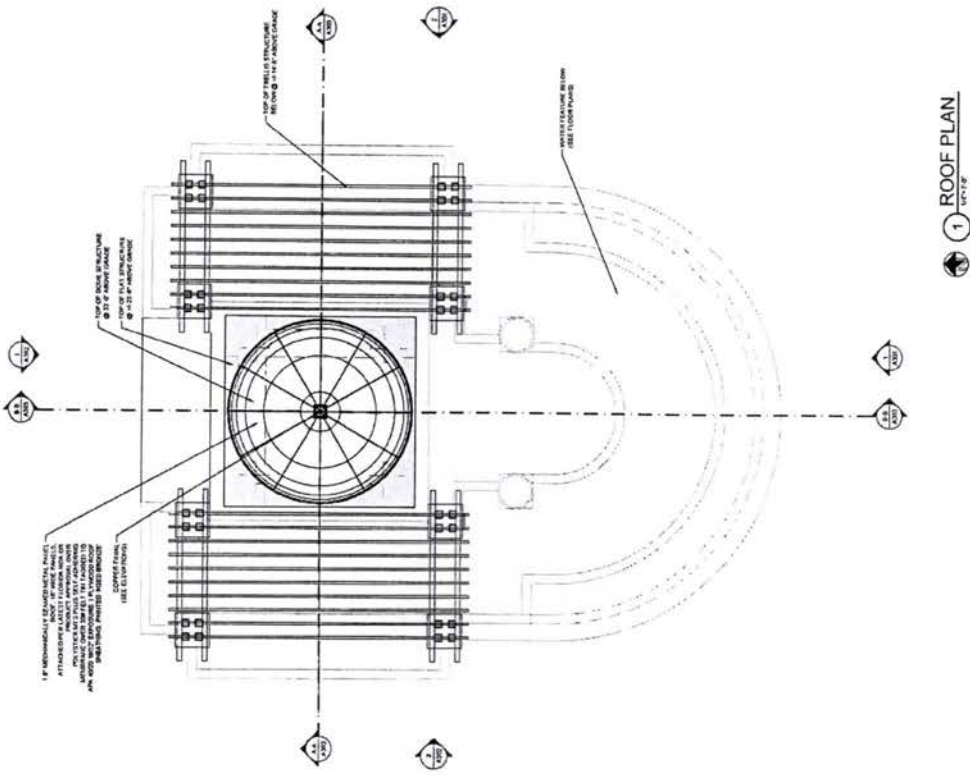
NOTE PLAN  
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 DIMENSION PLAN  
1/8" = 1'-0"



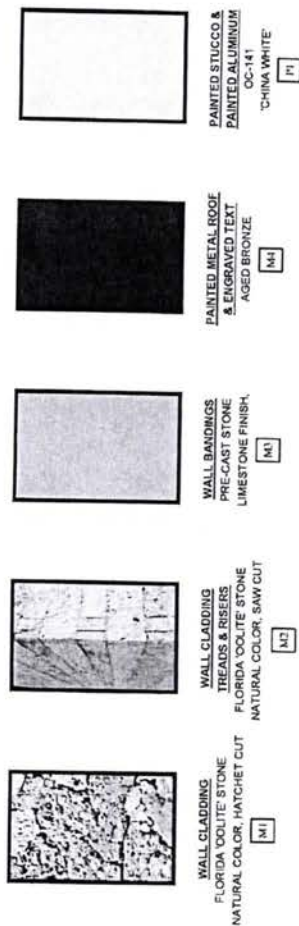




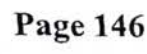


1 ROOF PLAN







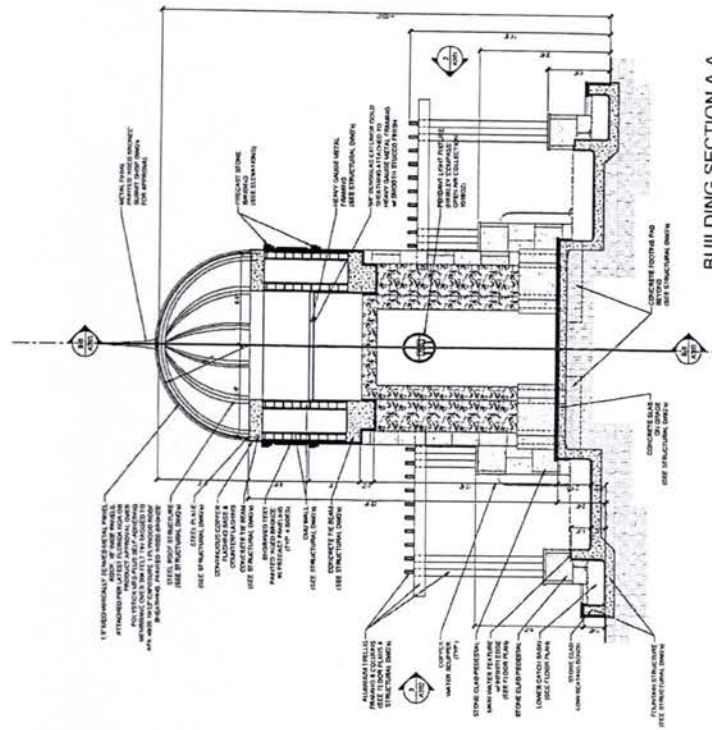
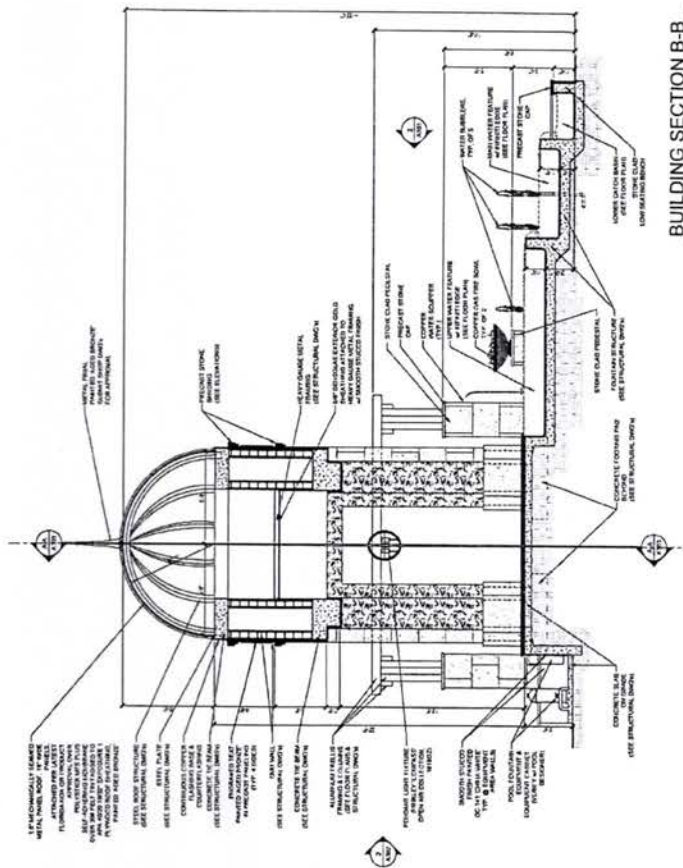








**BUILDING SECTION A-A**

BUILDING SECTION B-B  
1/8" = 1'-0"











**PROJ. NO.** 2022-001

**PROJECT** 9689

**PROJ. NO.** 2022-001

**CLIENT** FARID ABUGATTAS, P.E.  
STRUCTURAL ENGINEER  
5568 NW 77TH TERRACE  
POMONA, FL 33069  
P.E. LICENSE # 12471, CAMP 2022  
WWW.PROJECTCLASSIC.COM  
HOUSSA@PROJECTCLASSIC.US

**PROJ. NO.** 2022-001

**PROJECT** 9689

**PROJ. NO.** 2022-001

**DATE** 09/19/2022

**PROJECT** 9689

**PROJ. NO.** 2022-001

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STRUCTURAL ENGINEER  
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**PROJ. NO.** 2022-001

**PROJECT** 9689

**PROJ. NO.** 2022-001



12.2

PROJECT DATA		SHEET DATA		REVISIONS		DRAWING DATA		NOTES	
PROJECT NO.	SHEET NO.	DATE	BY	REV.	DESCRIPTION	DATE	BY	REV.	DESCRIPTION
1000	1000	10/10/00	J. Smith	1	Initial Design	10/10/00	J. Smith	1	Initial Design
1000	1000	10/10/00	J. Smith	2	Revised Design	10/10/00	J. Smith	2	Revised Design
1000	1000	10/10/00	J. Smith	3	Final Design	10/10/00	J. Smith	3	Final Design

**PROJECT DATA**

PROJECT NO. 1000

SHEET NO. 1000

DATE 10/10/00

BY J. Smith

REV. 1

DESCRIPTION Initial Design

**REVISIONS**

REV.	DESCRIPTION	DATE	BY
1	Initial Design	10/10/00	J. Smith
2	Revised Design	10/10/00	J. Smith
3	Final Design	10/10/00	J. Smith

**NOTES**

1. All dimensions are in feet and inches.

2. All materials are to be of standard quality.

3. All work is to be done in accordance with the latest edition of the National Electrical Code.

**LEGEND**

1. All dimensions are in feet and inches.

2. All materials are to be of standard quality.

3. All work is to be done in accordance with the latest edition of the National Electrical Code.

**PROJECT DATA**

PROJECT NO. 1000

SHEET NO. 1000

DATE 10/10/00

BY J. Smith

REV. 1

DESCRIPTION Initial Design

**REVISIONS**

REV.	DESCRIPTION	DATE	BY
1	Initial Design	10/10/00	J. Smith
2	Revised Design	10/10/00	J. Smith
3	Final Design	10/10/00	J. Smith

**NOTES**

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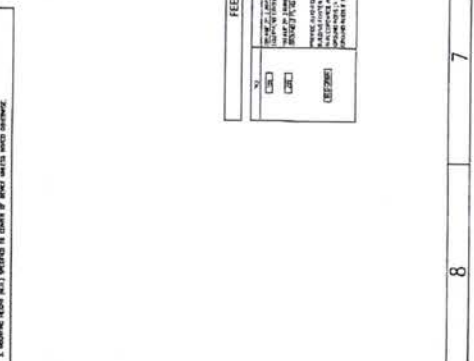
3. All work is to be done in accordance with the latest edition of the National Electrical Code.

**LEGEND**

1. All dimensions are in feet and inches.

2. All materials are to be of standard quality.

3. All work is to be done in accordance with the latest edition of the National Electrical Code.



MEP EQUIPMENT SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION +1 FOOT, EXCEPT AS REQUIRED TO ADDRESS LIFE SAFETY REQUIREMENTS.







**EXHIBIT B**

**PROPOSAL**



C & C Diversified Services, LLC

7954 SW Jack James Drive  
Stuart, FL 34997

## Proposal

Date	Proposal #
8/31/2023	17371

Name / Address
Avenir Community Development District

Job Reference

Specifications & Descriptions	Total
QTY. 4-FPESSCOP60 F P COPPER HAMMER ANTIQUE FIN 60IN DX 17IN H ESS QTY. 4-GEKV121212 KEY VALVE ASSEMBLY 1/2IN QTY. 4-FPIAUT24NG24 ROUND F PIT INSERT AUTO NATURAL GAS 24V 24 QTY. 4-GESCN48RND SCREEN 48IN ROUND (trim to fit) QTY. 2-GE01191832 SAFETY PIPE TRAIN 1-1/2IN 24VAC QTY. 2-24VTRANSFORMER250 TRANSFORMER 24V 250VA QTY. 2-GECOMESKS EMERGENCY SHUT OFF KEY SWITCH-COMMERCIAL QTY. 24-FGSRB MEDIA F GLASS 1/4IN REFLECTIVE-COLOR BLACK	83,432.00
Freight	1,000.00
NATURAL GAS-2 METERS REQUIRED Permit Fee-Includes Pipe Sizing, Isometric Drawing, & Permit Application Delivery/Pick Up	750.00
Left Side-Install 2" PVC Sleeve from underneath each fire bowl to non-visual side of structure Right Side-Install 2" PVC Sleeve from underneath each fire bowl to non-visual side of structure	1,200.00
Left Side-Exterior Piping from Natural Gas Meter #1 at non-visual side of structure through sleeve to 2-Fire Bowls (40ft and 20ft) Right Side-Exterior Piping from Natural Gas Meter #2 at non-visual side of structure through sleeve to 2-Fire Bowls (40ft and 20ft)	2,800.00
Final Appliances-Mount brackets, install fire bowls, connect gas lines, tie into system, check for leaks, and make ready for use	4,500.00
*Electrical work NOT included *50% Deposit required at time of order *Proposal valid for 60 dyas	

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.

<b>Total</b>	<b>\$93,682.00</b>
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Phone #	Fax #	E-mail
772-266-4680	772-266-4679	info@ccdversifiedgas.com

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