



DATE: Thursday – June 16, 2022
TIME: 5:00 P.M.
LOCATION: East Terminal Building | 355 Golden Knights Blvd | Titusville, FL 32780

MEETING AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Meeting Minutes
 - 1. May 19, 2022 (Regular Meeting)
- F. Action Items
 - 1. Approval of direct purchase of building for the Merritt Island Corporate Hangar Project not to exceed \$193,260 (\$161,050 building and 20% owners allowance of \$32,210).
 - 2. Approval of Invoices for projects.
- G. Deputy Director of Operations and Maintenance Report
 - 1. Capital Improvement Projects Update
- H. Deputy Director of Finance and Administration Report
 - 1. Financial Statements
 - 2. Check Register
- I. Attorney's Report
 - 1. Investigation Findings of TCAA Counsel – Complaint submitted by TCAA Fire Chief Wooldridge

J. Authority Members Report

K. Public Comments

L. Adjournment

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on May 19th, of 2022 at 5:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, Fl and via video conference. The following members were present: Mr. Mark Grainger; Mr. Brad Whitmore; Mr. Al Voss; Ms. Jessica Curry; Mr. Kevin Daugherty, AAE, Director of Airports; Mr. Adam Bird., Attorney. Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman/Treasurer; and Mr. Roger Molitor, Secretary; were absent.

Call to Order

Mr. Grainger called the meeting to order and determined a quorum was present.

Pledge of Allegiance**Approval of the Agenda**

Mr. Grainger called the motion to approve the agenda as stated. Ms. Curry made the motion and Mr. Voss seconded the motion. All voted aye. Motion passed.

Approval of Meeting Minutes:**1. April 21, 2022 – Regular Meeting**

Mr. Grainger questioned any corrections for motion to approve the Regular Meeting Minutes. Mr. Whitmore made the motion for approval. Mr. Voss seconded the motion. Motion passed.

Action Items**1. Approval of fee simple property purchase with Whitehurst Tico, LLC for the 5.56-acre unimproved parcel located at 6935 Tico Road in the amount of \$513,538.03 at Space Coast Regional Airport.**

Mr. Daugherty stated environmental consultants completed a site visit and Phase I Environmental Assessment on the property. No environmental issues were reported. Mr. Daugherty stated an appraiser was hired to substantiate the cost of \$525,000. Mr. Daugherty found the appraisal to be reasonable.

Mr. Daugherty stated the purchase of the land would be beneficial to ensure compatibility with airport operations and increasing future non-aeronautical revenues.

The stated property was identified in the 2005 Master Plan and could be considered eligible for reimbursement at a later time (FAA & FDOT). The property would be included within the upcoming Master Plan update.

Mr. Daugherty requested approval from the Board. Mr. Whitmore made the motion for approval. Ms. Curry seconded the motion. No oppositions. Motion passed.

2. Approval of Aeronautical Ground Lease Agreement with River Fly In, LLC for property located at Merritt Island Airport.

Mr. Daugherty gave details of Dr. Niazi's plan of constructing a nested multi-tenant hangar facility. Mr. Daugherty stated a common use taxi lane and drainage improvement would need to be constructed by the Authority so the developer can access the leasehold. Mr. Daugherty stated Dr. Niazi is anxious to move forward with the project.

Mr. Daugherty requested approval from the Board to move forward. Mr. Whitmore made the motion. Mr. Voss seconded the motion. No oppositions. Motion passed.

3. Approval of award for landscaping bid at 355 Golden Knights Boulevard with Riverside Landscaping Company in the amount of \$61,735.39.

Mr. Hopman reviewed the bid tabulation for the Terminal Building landscaping project with the Board members and recommend Riverside Landscaping Company as the low most responsive bid for the project.

Mr. Grainger called for motion to approve Riverside Landscaping Company. Mr. Voss made the motion to approve. Ms. Curry seconded the motion. Motion passed.

4. Approval of Amendment #1 to PTGA 438494-1 Air Traffic Control Tower at the Space Coast Regional Airport.

Mr. Daugherty reviewed the scope of the project which will involve the design and permitting of the new Air Traffic Control Tower. The design will begin within the next couple of months.

Mr. Voss made motion to approve. Ms. Curry seconded the motion. All voted aye. Motion passed.

5. Approval of PTGA to Sponsor 435310-2-94-01 North Area Security and Infrastructure (NASI) project at Merritt Island Airport.

Mr. Daugherty stated this project is identified as Phase 2 of the NASI project which requires an additional lift station and infrastructure. Mr. Daugherty stated FDOT has offered funding for the infrastructure requirements.

Mr. Daugherty requested approval from the Board to move forward. Ms. Curry made the motion for approval. Mr. Whitmore seconded the motion. Motion passed unanimously.

6. Approval of Invoices for Projects

Mr. Hopman reviewed all invoices from Avcon.

Mr. Grainger called for motion to approve all invoices. Mr. Voss made the motion. Ms. Curry seconded the motion. Motion passed.

Deputy Director of Operations and Maintenance Report

1. Capital Improvement Projects Update

Mr. Hopman stated that Runway 9/27 at TIX is complete and operational.

Mr. Hopman stated Hangar 52 Demo Project has issues and a meeting with the contractor for resolution will be held.

Mr. Hopman stated all tortoises have been removed for the TIX VAC Apron Project.

There are no updates on the Willow Creek Project stated by Mr. Hopman.

Mr. Hopman stated the county requested COI Corporate Hangar Project be revised and resubmitted.

Mr. Hopman stated no new updates for EA Development.

Mr. Hopman stated the NASI Project has begun with the clearing out of ponds and materials delivered.

Mr. Hopman stated no updates with the AWOS Replacement. Mr. Hopman spoke of details given during meeting regarding AWOS Replacement and another meeting is scheduled for the end of May 2022.

Mr. Hopman stated the Fuel Farm Relocation Project (survey & geo-tech) is scheduled to start June 10, 2022.

Mr. Hopman reported that Avcon has been contracted to provide conceptual designs of new monument signs with the Airport's new log for the ingress points around the airport.

2. Space Coast Regional Airport Air Show Update

Mr. Hopman gave details of the air show moving forward with the setting up of tents and parking areas.

Deputy Director of Finance and Administration Report

1. New Accounting Software Progress Report

Ms. Kinard gave details of the current software and the serious issues regarding its use. Ms. Kinard stated the need for transitioning to Quick Books Enterprise.

Mr. Grainger questioned the comparison of cost from the current software to Quick Books Enterprise. Ms. Kinard stated Dr. Byers did a comparison of costs and the new software would be considerably less. Dr. Byers stated a five-year benefit of costs was done. Ms. Kinard also stated that QuickBooks Enterprise allowed for payroll use as well.

2. Check Register

Mr. Grainger called for any questions on the check register. Ms. Curry questioned the Med Fast Urgent Care Center check. Ms. Kinard stated Med Fast Urgent Care was used for drug testing and physicals.

On-Going Discussions

Mr. Grainger called for any on-going issues. Mr. Daugherty stated Mr. Craig had concerns about the on-going occurrence of illegal subleasing at Merritt Island Airport. Mr. Daugherty stated Mr. Craig requested the t-hangar leases be reviewed and the violations be addressed.

Attorney's Report

1. Investigation Findings of TCAA Counsel-Complaint submitted by TCAA Fire Chief Wooldridge

Mr. Bird stated no contact has been made from the Board of Ethics. Mr. Bird suggested postponement due to no updates. Mr. Grainger called for motion to postpone. Mr. Voss made the motion. Mr. Whitmore seconded the motion. Motion passed.

2. Welsh Construction Litigation

Mr. Bird stated the trial is scheduled for June 13, 2022.

Authority Member's Report

Mr. Whitmore questioned the status of Merritt Island Airport operations. Mr. Daugherty and Mr. Hopman stated noise complaints have lessened. Mr. Whitmore encouraged continual overseeing of Merritt Island Airport traffic control. Mr. Whitmore stated the observance of low flying aircraft over residential areas in Cocoa Village. Mr. Hopman stated the issue will be looked into further.

Public Comments

Mr. White with the EAA Chapter 724 (Merritt Island Airport) reviewed the operations and statistics from the previous Young Eagles events with Authority Board members. Mr. White also stated that the next upcoming Young Eagles event is scheduled for October 22, 2022 at Merritt Island Airport. Mr. Grainger commented on the events having a positive outcome.

Adjournment

Mr. Grainger adjourned the meeting at 5:59 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN/TREASURER

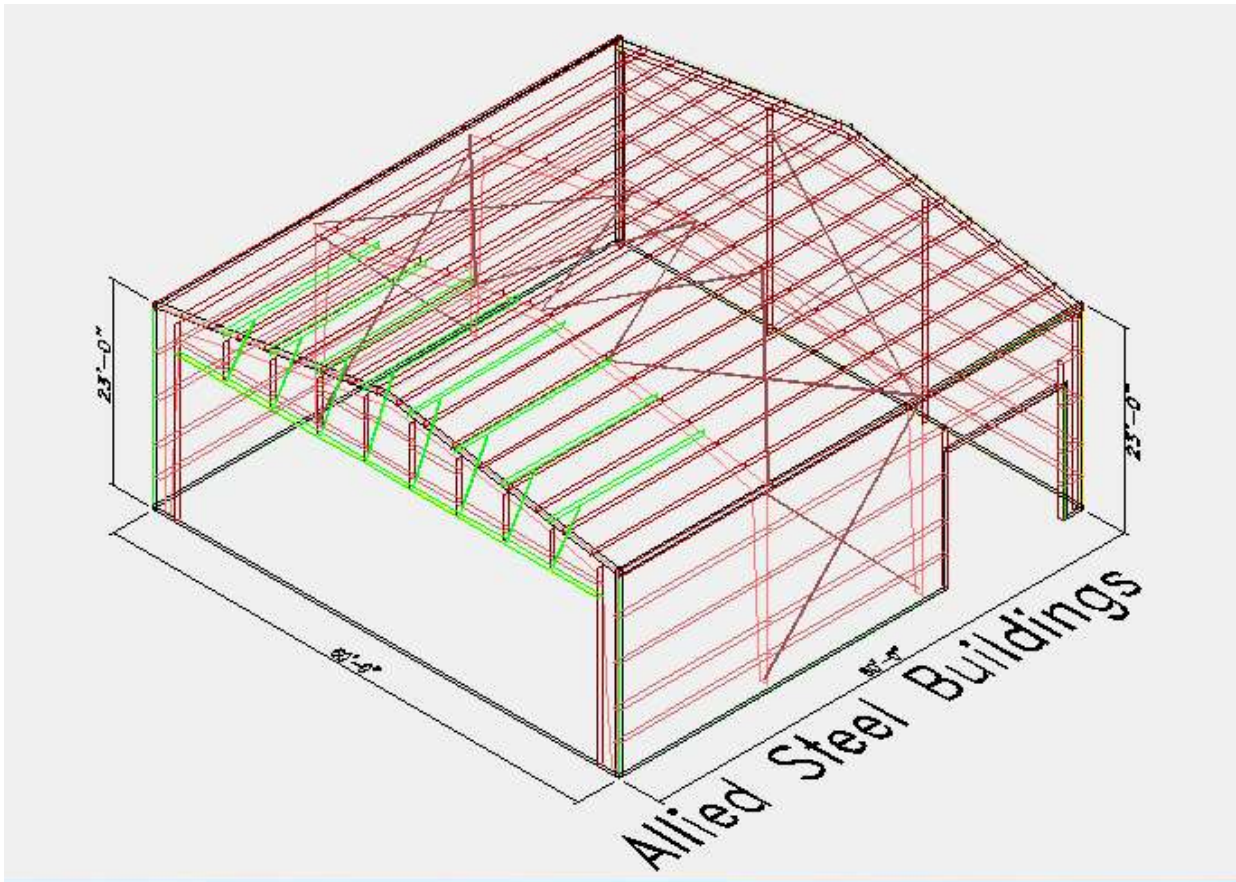


Contact: Sarah Teixeira
Location: Merritt Island, FL
United States
Date: 06/14/2022

WE PROVIDE STEEL STRUCTURE SOLUTIONS, BUT WHAT WE REALLY DELIVER IS PEACE OF MIND.



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Building Specifications

Your Building Name: Storage Facility

Dimensions: 60' wide x 60' long x 23' high Roof Pitch 2:12

Building Design

Building Code & Load Criteria:***

- Design loads as indicated below:FBC 20

Wind Speed: 150 mph	Live Load 20 psf (<i>reducible as allowed by code</i>)
Exposure: C	Seismic Site Class: D
Collateral Load: 3 psf	Spectral Response Accelerations: Ss:.0565,S1:.0322
Roof Snow load: 0 psf	Seismic Design Category: A
Ground Snow Load: 0 psf	Occupancy Group: II



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Design Deliverables



You will receive:

- Anchor Bolt Setting Plan with Foundation Reactions
- Approval Drawings *Includes Connections and Details*
- Erection Drawings
- For use in Installation of structural materials
- Permit Drawings

Allied will collaborate with your team for proper coordination and communication.

Inclusions

Your structure includes:

- All columns, beams, purlins, and hardware
- All bracing for roof and walls (rod)
- Roof to be 26 gauge PBR – galvalume with 20 year panel finish warranty
- Walls to be 26 gauge PBR- 20 year panel finish warranty
- (1) 54x18'11" framed opening for Hydraulic Door by others
- (1) 15x15 framed opening with jamb cover trim
- Gutters and Downspouts
- Primer applied in Factory - Red oxide
- All purlins and girts red oxide

Accessories:

- (2) 3070 wind-loaded insulated walkdoors with lever locks
- 6" VRR insulation in Roof and Walls

Exclusions from this proposal

- Allied excludes the design of foundations, Foundation anchor bolts, overhead door, and Hydraulic Door

Project Management

Each project is supported by Allied's team of project management and logistical experts,



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providing collaboration, coordination, scheduling and direct support through each phase of the project.

Proposal Pricing		
Design services and supply of structural materials as outlined above		\$ 110,500.00
Freight (To site) <i>Estimated at today's fuel rates and availability. Subject to change at time of delivery.</i>		Included
Tax - Any applicable taxes not set forth herein will be added to the invoice		-
<i>Price is only valid for 7 days</i>	TOTAL	*\$ 110,500.00
(1) 54X18'11" Schweiss Hydraulic Door	OPTION 1	\$50,550
	OPTION 2	\$

Payment schedule shall be as follows:

- 20% design/initial payment (due at acceptance of this proposal and serves as a notice to proceed with the outlined services)
- 40% fabrication payment (due prior to releasing materials into fabrication)
- 40% final payment one(1) week prior to delivery via wire transfer, mailing checks to our office or ACH. Plus applicable taxes.

Please note:

**Your project manager will provide a tentative schedule outlining the milestones that must be met in order to meet this deadline. Please note, your local permit lead times may affect this schedule.*

***Due to Allied's unique business model and ability to source materials from various locations, your structure may arrive in multiple shipments. Complete final payment is due upon loading of the first container as all other materials have been already sourced.*

****The codes and building loads shown in this document are based on information provided to Allied or on readily available databases, and they are the basis for the price indicated above. Because local jurisdictions may have amendments that alter building codes and loads, the purchaser should verify the applicability of the above stated codes and loads. Changes can affect price and delivery.*



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Proposal Acceptance

This proposal is approved and accepted by:

Purchaser

Allied Steel Buildings, Inc.

Signature

Signature

Printed Name

Date

Printed Name

Date

Signature above by purchaser indicates acknowledgement and acceptance of terms and conditions found below:



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Terms & Conditions

Welcome to AlliedBuildings.com. We (Allied Steel Buildings, Inc.) and/or our affiliates ("Allied") provide website features and make available certain products and services to you when you visit or shop at AlliedBuildings.com, use Allied interactive products or services, use Allied applications for mobile, or use software provided by Allied in connection with any of the foregoing (collectively, "Allied Services"). Allied provides the Allied Services subject to the following conditions.

By using Allied Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Allied Services, and sometimes additional terms may apply. When you use an Allied Service (for example, in connection with your purchase of a building) you also will be subject to the terms and conditions applicable to that Allied Service ("Unique Service Terms"). If these Website Terms and Conditions are inconsistent with the Unique Service Terms, those Unique Service Terms will control to the extent of such inconsistency.

TERMS & CONDITIONS FOR THE SALE OF BUILDINGS

- **Effectiveness.** The Building Order of which these Terms and Conditions are a part shall become a binding Contract upon its acceptance in writing by an authorized representative of Allied Steel Buildings, Inc. ("Seller"). After such acceptance, it may not be rescinded by either party without cause.
- **Payment. Time and terms of payment are of the essence.** Charges for the goods and services contracted for purchase in the Building Order, as it may be changed (collectively, the "Purchased Goods"), are clearly indicated on the front of the Building Order or in a subsequent, written **change order**. Final payment shall be made for the Purchase Goods by means of wire transfer, ACH, or other method assuring the immediate availability of funds (e.g., cashier's check) no later than the time of loading the goods for shipment. Purchase Goods manufactured to order or with custom specifications may require prepayment of all or part of the purchase price prior to shipment. Seller may, at any time and at Seller's sole discretion, require full or partial payment in advance of loading or in advance of manufacture. Notwithstanding any other provisions herein to the contrary, if at any time Seller in good faith determines that Buyers' credit shall become impaired, Seller may decline to deliver the Purchased Goods except for cash, in advance.

- **Terms regarding Purchased Goods.**

a. In some instances and at Buyer's request, Seller may submit to Buyer drawings to be approved by Buyer of the Purchased Goods. The approval drawings may consist of plans, elevations, cross sections, details and notes to describe the scope of materials and building components outlined in the Building Order. Buyer may request additional sets of drawings which will be provided upon the payment of postage, reproduction and handling fees. Within thirty (30) days, Buyer must return a signed copy of the drawings indicating approval with or without modifications, otherwise the drawings will be automatically considered as approved. Buyer may request additional time to approve by contacting Seller. Upon receipt by Seller of the approved drawings, Seller shall proceed with the preparation of detailed shop drawings and the manufacture of the Purchased Goods. Note, however, that unless otherwise set forth in an executed Contract, Seller will only maintain the purchase price for forty-five (45) days from the date the Contract is signed. Unless Buyer has directed fabrication prior to that time, Seller may adjust the purchase price based on market conditions effective at that time and Buyer will be deemed to agree to such adjustment. In the event that Buyer repudiates the contract, the provisions of Section 7.b of these terms and conditions shall apply.

b. Buyer may request changes or add extras. Seller shall only be bound to comply with changes or extras in a written Change Order signed by Buyer or Buyer's agent that has been approved by Seller. The Change Order shall describe the change and the modification to the Contract price.

c. Building size and all other dimensions are approximate and intended to identify standard sizes sold by Seller. Except when specifically indicated, all dimensions are exterior dimensions. No warranty or representation is given by Seller as to exact dimensions, as the same will vary depending upon concrete base and variations and are intended to identify generally gauge designations by steel producers. Buyer's dimensions have been provided with this Contract. Any changes to those dimensions by Buyer or not caused by Seller, may result in cost increase and delay.

d. Buyer is solely responsible to assure that soil and subsoil conditions at the site are of sufficient density to support and sustain the foundation, the building and any materials to be stored therein.

e. Seller shall have no responsibility whatsoever for the erection of the structure or structures that are to be built with the Purchased Goods and Seller shall not be liable to Buyer for any loss or damage resulting from or in connection with the erection of the said structure or structures. Buyer hereby releases Seller from all claims, damages, expenses and liabilities of every kind and nature



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arising out of the erection of the subject structure or structures.

f. Buyer or the erector of the building to be constructed must follow and comply with the specifications and instructions contained in the drawings supplied to Buyer, including, but not limited to the Standard Product Drawings. Buyer agrees to indemnify and hold Seller harmless for any loss of damages, including attorney's fees, resulting from the failure to comply with the specifications and instructions contained in the drawings supplied to Buyer.

g. Intellectual Property. If Buyer furnishes the design for the Products or requires Seller to prepare a design for the Purchased Goods, then Buyer will own all intellectual property rights relating to such design. The Buyer hereby grants a free, irrevocable and unconditional license for the benefit of the Seller (including any party affiliated to the Seller) to freely use the images of the Purchased Goods, by any means; such license will survive the delivery of the Purchased Goods.

h. Rescission. In addition to any right or remedy that may be available in Law or equity, Seller will have the right to rescind this Contract, in whole or in part, with no responsibility and without the need to any judicial resolution if Buyer fails to comply with or fulfill at any time any of the terms and conditions of this Contract, or if, in Seller's opinion, the credit or ability of Buyer to perform this Contract becomes impaired.

- **Delivery.** Unless otherwise specified in the Building Order or a delay in delivery is caused by Buyer's action or inaction, Purchased Goods are shipped DAP (Factory), per Incoterms 2017. Accordingly, title and risk of loss shall pass to Buyer upon Seller's tender of delivery to the common carrier at the Factory. Unless provided otherwise in the Building Order or a change order, Seller will arrange for shipment of the building to Buyer as an agent of Buyer and the cost of such shipment will be included in the price of the building.

a. Delivery dates indicated in the Contract are approximate and are based on prompt receipt of all necessary information regarding the Purchased Goods. Seller will use reasonable efforts to meet the indicated delivery date. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES ARISING FROM DELAYS IN DELIVERY OR IN PERFORMANCE (OR FAILURE TO MANUFACTURE OR DELIVER) ON THE INDICATED DELIVERY DATE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. Seller shall also not be liable for any delay or failure to deliver due to causes beyond its control including, without limitation, acts of God; acts of Buyer; acts of civil or military authority; fires; strikes, or other labor disturbances; floods, epidemics; wars or acts of terrorism; demonstrations or riots; or delays or failure to deliver caused by Seller's inability to obtain the necessary labor, materials, components or manufacturing facilities.

b. Buyer shall receive and accept delivery within fourteen (14) days of notice that the Purchased Goods are ready for shipment. If Buyer fails to accept timely delivery, Seller may, but shall not be required to, treat this Contract as being materially breached, in which event Seller shall have all available remedies, including liquidated damages. In the event of any delay caused by Buyer, Seller will store the Purchased Goods without any liability. Buyer will bear the risk of loss of such stored goods and Buyer will pay the unpaid portion of the Contract price, plus storage, insurance and handling charges and freight charges on or after the date on which the goods are tendered for delivery. Delays caused by Buyer include, but are not limited to: (i) Buyer, its agents or employees, notify Seller to place order on "hold" until further notice; (ii) Buyer delays approval of drawings for more than thirty (30) days after receipt of approval drawings; and (iii) Buyer delays delivery of the building or parts thereof after fabrication is complete and ready to ship. If either (i) or (ii) occurs, Seller may then charge Buyer whatever costs or damages Seller incurred by reason of the delay, including incidental and consequential damages. In the event (iii) occurs, the full price of the Purchased Goods will be immediately due. IF THE FACTORY INCREASES THE PRICE OF THE BUILDING AFTER BUYER HAS CAUSED A DELAY, THIS CONTRACT WILL AUTOMATICALLY BE DEEMED TO HAVE BEEN AMENDED TO INCLUDE SUCH A PRICE INCREASE AND BUYER'S OBLIGATION HEREUNDER WILL BE INCREASED TO REFLECT SUCH A PRICE INCREASE.

c. Buyer shall bear risk of loss as soon as the Purchased Goods are loaded on the truck at the Factory. Thus, all risk of loss during the period of shipment and unloading, including personal injury, or any other liability, is upon Buyer. Seller shall not be responsible for spotting, switching, drayage, demurrage or other transportation charges unless agreed to in writing prior to delivery. Buyer shall hold Seller harmless from any loss, costs, claims, suits, damages and attorney's fees arising from any alleged or real injury (including to personal injury) to any person or property which arises after tender of the Purchased Goods to the common carrier.

d. Confidentiality. At all times prior to, during, and after the Contract, Buyer will (i) maintain the confidentiality of any information disclosed by the Seller or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. Buyer will immediately notify the Seller of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract. Without limiting the direct liability of Buyer's employees and others who may have received Confidential Information



directly or indirectly from the Seller, Buyer will be responsible for the disclosure or other misuse of Confidential Information by Buyer's employees and others, and Buyer will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Buyer's employees and others of which Buyer becomes aware. Buyer makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. The Seller may elect at any time, by written notice to Buyer, to terminate Buyer's further use of Confidential Information for any purpose. Upon receipt of such notice, Buyer will, and will cause Buyer's employees to, promptly cease all further use of Confidential Information, return to the Seller all physical materials containing Confidential Information, whether the materials were originally provided by the Seller or copied or otherwise prepared by Buyer or any Buyer employee, and erase or otherwise destroy any Confidential Information kept by Buyer or any Buyer employee in electronic or other non-physical form. Such termination by Buyer will not affect Buyer's continuing obligations under this Section. The Seller agrees that no information disclosed by it to Buyer will be confidential unless due notice thereof is given in advance to and accepted by Buyer in writing.

- **Certain Disputes.** Any dispute about the quality, condition or workmanship of the goods or otherwise in connection with the terms of this Contract, shall not entitle Buyer to reject or revoke acceptance of the goods. In the case of any dispute, Buyer shall take delivery of the Purchased Goods, pay for the same, and make a claim under Seller's warranty. This remedy shall be in lieu of all other remedies available to Buyer.
- **Shortages and Defects.** Purchased Goods shall be deemed fully accepted by Buyer and all claims for damages or defects caused by shipment of the goods shall be deemed waived unless the carrier receives written notice of any such defects at the time of delivery, in writing, on the bill of lading. Any and all claims for shortages must be reported in writing within 30 days of the date of delivery. Buyer must give written notice of any and all warranty claims within 30 days after Buyer discovers the defect or alleged defect. Such written notice shall state with particularity each and every alleged defect and/or shortage claimed by Buyer. Buyer's exclusive remedy for any defects or shortages in goods shall be limited to Seller replacing or repairing (but not dismantling or installing) defective parts in Seller's sole option. Seller shall only be liable for repairs which are authorized in writing prior to repair. Replacement of shortages and replacement parts shall be DAP Incoterms 2017, address of the Buyer. Seller's liability for shortages and defects shall not in any event include indirect, incidental, consequential, special or exemplary damages.
- **Fees not Considered Penalties.** Buyer and Seller intend to fully perform under this Contract. Seller does not anticipate that Buyer will fail to pay on a timely basis, and Seller does not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment set forth in this Section are intended to be a reasonable estimate of Seller's costs resulting from such late payments and non-payments. Additionally, if by its communication, lack of communication or other conduct, Buyer effectively repudiates the Contract without cause, Seller must be compensated for its efforts prior to and as the consequence of such repudiation. These costs will be difficult to calculate or to predict when Seller sets such fees, charges, and assessments, because Seller cannot know in advance: (a) whether Buyer will pay on a timely basis, if ever; (b) if Buyer does pay late, when Buyer will actually pay; and (c) what costs Seller will incur because of Buyer's late payment, non-payment or cancellation/repudiation of the Contract with respect to such things as order processing, engineering, detailing, purchase of material, fabrication and sales commissions and applicable incidental, consequential and lost profits damages (for example and not by way of limitation).

a. If Seller sends Buyer an invoice and Buyer fails to pay that invoice within thirty (30) days, Buyer specifically agrees that the amount of such invoice shall bear interest at a rate equal to the maximum non-usurious rate for which Buyer and Seller could lawfully contract with respect to such payment under the applicable laws of the State of Florida.

b. In the event that Buyer breaches or, in Seller's reasonable judgment has effectively repudiated the Contract without cause, Seller shall be entitled to recover: (a) 25% of the purchase price if Buyer's breach or repudiation occurs prior to the time the goods are ordered to be fabricated; (b) 60% of the purchase price if the goods have been ordered to be fabricated but not yet shipped; 75% of the purchase price plus all shipping, handling and storage costs, if Buyer's breach or repudiation occurs after the goods have been shipped; (c) 100% of the purchase price if Buyer's breach or repudiation occurs after tender of delivery of the goods; (d) 100% of the purchase price if the breach occurs with respect to specially manufactured or custom goods after they have been ordered to be fabricated but prior to their shipment; (e) 100% of the purchase price plus all shipping, handling and storage costs if the breach occurs with respect to specially manufactured or custom goods after their shipment. Buyer further agrees that the amount of liquidated damages specified herein constitutes a reasonable estimate of the actual damages which Seller would expect to incur upon Buyer's breach or repudiation of this agreement.

- **Engineering Payment.** In addition to (and not in lieu of) other remedies available to Seller, upon breach or repudiation of



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this Contract by Buyer, Seller may retain for its own account any engineering payment made by Buyer, and such retention shall not impair any other remedies available to Seller under this Contract at law or in equity.

- **Security Interest.** Buyer hereby grants to Seller a security interest in the structure or structures that are contemplated with respect to the Purchased Goods to secure payment and performance of the obligations as set forth in this Contract. Default in payment or performance of any of the obligations is a default under this Contract. Upon such default, Seller may declare all obligations immediately due and payable and shall have the remedies of a secured party as provided by law. Buyer will at any time hereafter execute such financing statements or other instruments and perform such acts as Seller may request to establish and maintain a valid security interest in the structure or structures.
- **Indemnification.** Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Seller as a result of any actual or threatened claim, action, investigation, proceeding or suit arising out of the acts or omissions of Buyer or third parties (including without limitation carriers), whether for negligence, failure to maintain the building or otherwise.
- **Warranty.** For a period of one (1) year from the date of original shipment, Seller warrants that its products are free from defects in materials and workmanship. Seller's warranty does not cover defects or damage caused by acts of God (including excessive wind loads or excessive snow loads), falling objects, accidents, salt water atmosphere, corrosive chemicals, fumes, ash, animal waste, or acts of Buyer, including, but not limited to failure to maintain the building. This warranty is given in place of any and all other warranties expressed or implied. SELLER GIVES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. Overhead doors are warranted solely by the manufacturer and Seller offers no additional warranty. Roof and wall panels should remain free of any foreign substances and should be cleaned on a regular basis to prevent staining or discoloration of panel finishes. Buyer is obligated to properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice.
- **Compliance with Laws.** Buyer is responsible to determine and comply with applicable laws, rules and regulations (including, but not limited to zoning, building codes and permit requirements) where the building is to be erected. Seller shall not be liable for any damages or losses, whether direct or indirect, caused by Buyer's failure to satisfy the requirements of this Section.
- **Taxes and Duties.** Buyer shall be liable for all applicable sales taxes and duties owed with respect to the Purchased Goods. In the event that Seller must pay any amount to governmental authorities prior to delivery of the Purchased Goods, Buyer shall promptly pay the amount of such taxes to Seller upon demand regardless of whether this Contract is considered to be in interstate, intrastate, or international commerce.
- **Promotions.** Buyer agrees that Seller may place signs identifying it as seller of the building during construction and, following completion of construction, Seller may use the project name, size, intended use and location in its general marketing and advertising materials. Buyer hereby grants a free, irrevocable and unconditional license to and for the benefit of Seller (including any party affiliated with Seller) to use use (i.e., to copy, transmit, distribute, and display) images of the Purchased Goods, by any means. This license will survive the delivery of the Purchased Goods.
- **Entire Agreement; Amendment.** No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless consented to expressly in writing by an authorized representative of Seller. Buyer has not relied on any statements or representations of any party (including without limitation any of Seller's sales representatives) that alters, adds to or differs from these terms or conditions and no such statement or representation shall be recognized or be binding upon Seller. Any and all provisions of Buyer's purchase order or other documents that add to or differ from these terms and conditions are EXPRESSLY REJECTED. The failure of Seller to exercise any rights under this Contract, upon the default by Buyer or otherwise, shall not be a waiver of Seller's subsequent ability to exercise that right. If any provision contained in this Contract (or application thereof to any person or circumstance) shall to any extent be held void or invalid by a court of competent jurisdiction, the remainder of this Contract (or the application of such provision to persons or circumstances other than those as to which it is held or invalid) shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- **Assignment.** Neither this Contract, nor Buyer's rights and obligations hereunder, are assignable by Buyer without the



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Spain, Panama, Chile

Locations:



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prior written consent of the Seller. No such consent or assignment will release Buyer or change Buyer's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Seller will be null and void.

- **Applicable Law; Venue.** This Contract (and the performance thereof) shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. The parties hereto expressly agree that if a court of competent jurisdiction deems any of the language contained herein to be vague or ambiguous, such language shall not be presumptively construed against either party but shall be construed so to give effect to the true intentions of the parties. This Contract has been executed in Broward County, Florida. Buyer irrevocably consents to the exclusive jurisdiction of the courts of Broward County, Florida for the purpose of enforcing this Contract.
- **Language.** Under certain circumstances, Buyer may have referred to translated versions of these Terms and Conditions, including the Spanish translation available on this website. In the event of any actual inconsistency or apparent contradiction, the English version of these Terms and Conditions shall control.

Updated: 2/7/2022



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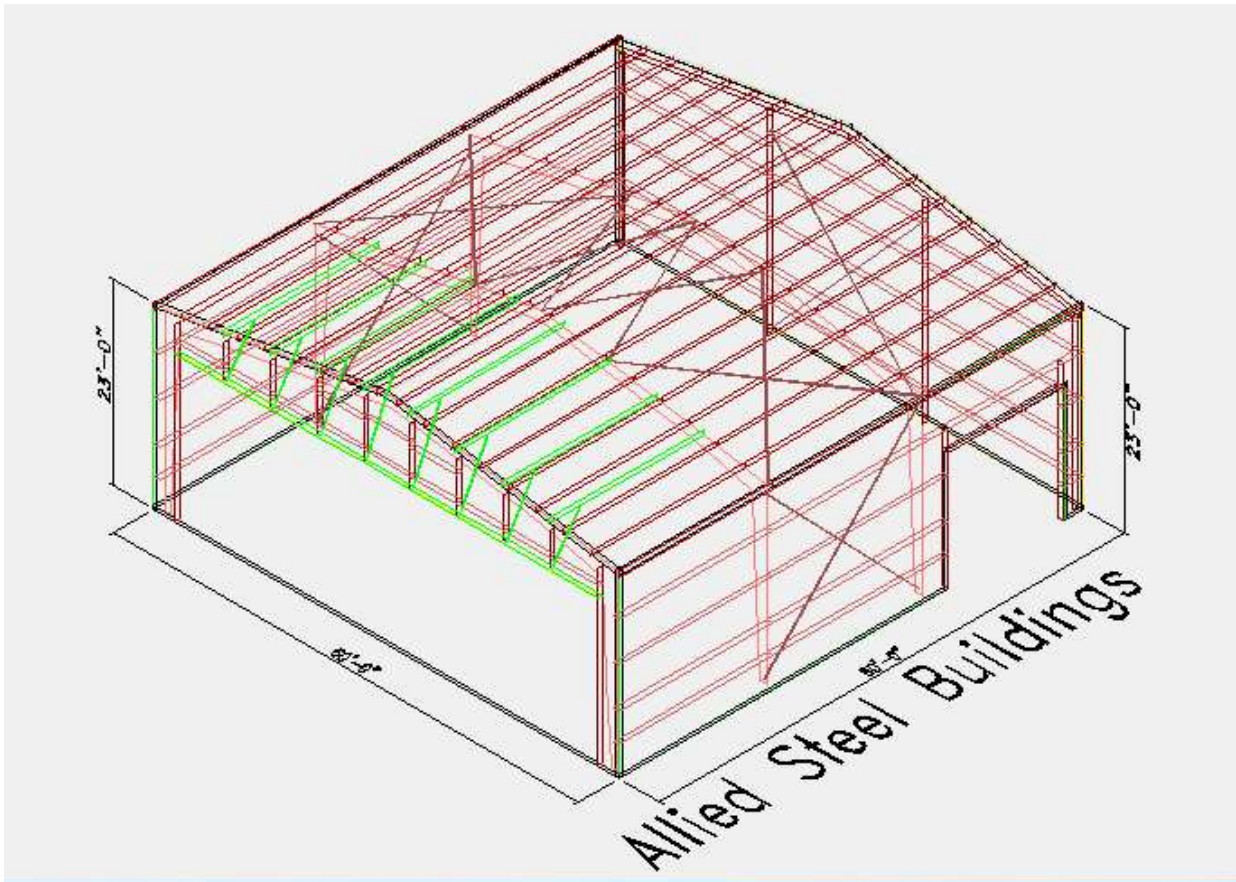


Contact: Sarah Teixeira
Location: Merritt Island, FL
United States
Date: 06/13/2022

WE PROVIDE STEEL STRUCTURE SOLUTIONS, BUT WHAT WE REALLY DELIVER IS PEACE OF MIND.



DESIGN | ENGINEERING | PROCUREMENT | MANAGEMENT | LOGISTICS | SUPPORT



Building Specifications

Your Building Name: Hanger

Dimensions: 60' wide x 60' long x 23' high Roof Pitch 2:12

Building Design

Building Code & Load Criteria:***

- Design loads as indicated below: FBC 20

Wind Speed: 150 mph	Live Load 20 PSF <i>(reducible as allowed by code)</i>
Exposure: C	Seismic Site Class: D
Collateral Load: 3 psf	Spectral Response Accelerations: Ss:.0565,S1:.0322
Roof Snow load: 0 PSF	Seismic Design Category: A
Ground Snow Load: 0 PSF	Occupancy Group: II



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Design Deliverables



You will receive:

- Anchor Bolt Setting Plan with Foundation Reactions
- Approval Drawings *Includes Connections and Details*
- Erection Drawings
- For use in Installation of structural materials
- Permit Drawings

Allied will collaborate with your team for proper coordination and communication.

Inclusions

Your structure includes:

- All columns, beams, purlins, and hardware
- All bracing for roof and walls (rod)
- Roof to be 26 gauge PBR – galvalume with 20 year panel finish warranty
- Walls to be 26 gauge PBR- 20 year panel finish warranty
- (1) 15x15 framed opening with jamb cover trim
- (1) 54x18'11" framed opening for Bi-fold door by others
- Gutters and downspouts
- Primer applied in Factory - Red oxide
- All purlins and girts red oxide

Accessories:

- (2) 3070 Wind-Loaded walk-doors with lever locks
- 6" VRR insulation in roof and walls.

Exclusions from this proposal

- Allied excludes the design of foundations, Foundation anchor bolts, Overhead door and Bi-fold Door

Project Management



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Each project is supported by Allied's team of project management and logistical experts, providing collaboration, coordination, scheduling and direct support through each phase of the project.

Proposal Pricing		
Design services and supply of structural materials as outlined above		\$ 108,640.00
Freight (To site) <i>Estimated at today's fuel rates and availability. Subject to change at time of delivery.</i>		Included
Tax - Any applicable taxes not set forth herein will be added to the invoice		-
<i>Price is only valid for 7 days</i>	TOTAL	*\$ 108,640.00
(1)54x18'11" Schweiss Bi-Fold Door	OPTION 1	\$44,680.00
	OPTION 2	\$

Payment schedule shall be as follows:

- 20% design/initial payment (due at acceptance of this proposal and serves as a notice to proceed with the outlined services)
- 40% fabrication payment (due prior to releasing materials into fabrication)
- 40% final payment one(1) week prior to delivery via wire transfer, mailing checks to our office or ACH. Plus applicable taxes.

Please note:

**Your project manager will provide a tentative schedule outlining the milestones that must be met in order to meet this deadline. Please note, your local permit lead times may affect this schedule.*

***Due to Allied's unique business model and ability to source materials from various locations, your structure may arrive in multiple shipments. Complete final payment is due upon loading of the first container as all other materials have been already sourced.*

****The codes and building loads shown in this document are based on information provided to Allied or on readily available databases, and they are the basis for the price indicated above. Because local jurisdictions may have amendments that alter building codes and loads, the purchaser should verify the applicability of the above stated codes and loads. Changes can affect price and delivery.*



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Proposal Acceptance

This proposal is approved and accepted by:

Purchaser

Allied Steel Buildings, Inc.

Signature

Signature

Printed Name

Date

Printed Name

Date

Signature above by purchaser indicates acknowledgement and acceptance of terms and conditions found below:



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Locations:



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Terms & Conditions

Welcome to AlliedBuildings.com. We (Allied Steel Buildings, Inc.) and/or our affiliates ("Allied") provide website features and make available certain products and services to you when you visit or shop at AlliedBuildings.com, use Allied interactive products or services, use Allied applications for mobile, or use software provided by Allied in connection with any of the foregoing (collectively, "Allied Services"). Allied provides the Allied Services subject to the following conditions.

By using Allied Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Allied Services, and sometimes additional terms may apply. When you use an Allied Service (for example, in connection with your purchase of a building) you also will be subject to the terms and conditions applicable to that Allied Service ("Unique Service Terms"). If these Website Terms and Conditions are inconsistent with the Unique Service Terms, those Unique Service Terms will control to the extent of such inconsistency.

TERMS & CONDITIONS FOR THE SALE OF BUILDINGS

- **Effectiveness.** The Building Order of which these Terms and Conditions are a part shall become a binding Contract upon its acceptance in writing by an authorized representative of Allied Steel Buildings, Inc. ("Seller"). After such acceptance, it may not be rescinded by either party without cause.
- **Payment. Time and terms of payment are of the essence.** Charges for the goods and services contracted for purchase in the Building Order, as it may be changed (collectively, the "Purchased Goods"), are clearly indicated on the front of the Building Order or in a subsequent, written **change order**. Final payment shall be made for the Purchase Goods by means of wire transfer, ACH, or other method assuring the immediate availability of funds (e.g., cashier's check) no later than the time of loading the goods for shipment. Purchase Goods manufactured to order or with custom specifications may require prepayment of all or part of the purchase price prior to shipment. Seller may, at any time and at Seller's sole discretion, require full or partial payment in advance of loading or in advance of manufacture. Notwithstanding any other provisions herein to the contrary, if at any time Seller in good faith determines that Buyers' credit shall become impaired, Seller may decline to deliver the Purchased Goods except for cash, in advance.

- **Terms regarding Purchased Goods.**

- a. In some instances and at Buyer's request, Seller may submit to Buyer drawings to be approved by Buyer of the Purchased Goods. The approval drawings may consist of plans, elevations, cross sections, details and notes to describe the scope of materials and building components outlined in the Building Order. Buyer may request additional sets of drawings which will be provided upon the payment of postage, reproduction and handling fees. Within thirty (30) days, Buyer must return a signed copy of the drawings indicating approval with or without modifications, otherwise the drawings will be automatically considered as approved. Buyer may request additional time to approve by contacting Seller. Upon receipt by Seller of the approved drawings, Seller shall proceed with the preparation of detailed shop drawings and the manufacture of the Purchased Goods. Note, however, that unless otherwise set forth in an executed Contract, Seller will only maintain the purchase price for forty-five (45) days from the date the Contract is signed. Unless Buyer has directed fabrication prior to that time, Seller may adjust the purchase price based on market conditions effective at that time and Buyer will be deemed to agree to such adjustment. In the event that Buyer repudiates the contract, the provisions of Section 7.b of these terms and conditions shall apply.
- b. Buyer may request changes or add extras. Seller shall only be bound to comply with changes or extras in a written Change Order signed by Buyer or Buyer's agent that has been approved by Seller. The Change Order shall describe the change and the modification to the Contract price.
- c. Building size and all other dimensions are approximate and intended to identify standard sizes sold by Seller. Except when specifically indicated, all dimensions are exterior dimensions. No warranty or representation is given by Seller as to exact dimensions, as the same will vary depending upon concrete base and variations and are intended to identify generally gauge designations by steel producers. Buyer's dimensions have been provided with this Contract. Any changes to those dimensions by Buyer or not caused by Seller, may result in cost increase and delay.
- d. Buyer is solely responsible to assure that soil and subsoil conditions at the site are of sufficient density to support and sustain the foundation, the building and any materials to be stored therein.
- e. Seller shall have no responsibility whatsoever for the erection of the structure or structures that are to be built with the Purchased Goods and Seller shall not be liable to Buyer for any loss or damage resulting from or in connection with the erection of the said



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structure or structures. Buyer hereby releases Seller from all claims, damages, expenses and liabilities of every kind and nature arising out of the erection of the subject structure or structures.

f. Buyer or the erector of the building to be constructed must follow and comply with the specifications and instructions contained in the drawings supplied to Buyer, including, but not limited to the Standard Product Drawings. Buyer agrees to indemnify and hold Seller harmless for any loss of damages, including attorney's fees, resulting from the failure to comply with the specifications and instructions contained in the drawings supplied to Buyer.

g. Intellectual Property. If Buyer furnishes the design for the Products or requires Seller to prepare a design for the Purchased Goods, then Buyer will own all intellectual property rights relating to such design. The Buyer hereby grants a free, irrevocable and unconditional license for the benefit of the Seller (including any party affiliated to the Seller) to freely use the images of the Purchased Goods, by any means; such license will survive the delivery of the Purchased Goods.

h. Rescission. In addition to any right or remedy that may be available in Law or equity, Seller will have the right to rescind this Contract, in whole or in part, with no responsibility and without the need to any judicial resolution if Buyer fails to comply with or fulfill at any time any of the terms and conditions of this Contract, or if, in Seller's opinion, the credit or ability of Buyer to perform this Contract becomes impaired.

- **Delivery.** Unless otherwise specified in the Building Order or a delay in delivery is caused by Buyer's action or inaction, Purchased Goods are shipped DAP (Factory), per Incoterms 2017. Accordingly, title and risk of loss shall pass to Buyer upon Seller's tender of delivery to the common carrier at the Factory. Unless provided otherwise in the Building Order or a change order, Seller will arrange for shipment of the building to Buyer as an agent of Buyer and the cost of such shipment will be included in the price of the building.

a. Delivery dates indicated in the Contract are approximate and are based on prompt receipt of all necessary information regarding the Purchased Goods. Seller will use reasonable efforts to meet the indicated delivery date. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES ARISING FROM DELAYS IN DELIVERY OR IN PERFORMANCE (OR FAILURE TO MANUFACTURE OR DELIVER) ON THE INDICATED DELIVERY DATE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. Seller shall also not be liable for any delay or failure to deliver due to causes beyond its control including, without limitation, acts of God; acts of Buyer; acts of civil or military authority; fires; strikes, or other labor disturbances; floods, epidemics; wars or acts of terrorism; demonstrations or riots; or delays or failure to deliver caused by Seller's inability to obtain the necessary labor, materials, components or manufacturing facilities.

b. Buyer shall receive and accept delivery within fourteen (14) days of notice that the Purchased Goods are ready for shipment. If Buyer fails to accept timely delivery, Seller may, but shall not be required to, treat this Contract as being materially breached, in which event Seller shall have all available remedies, including liquidated damages. In the event of any delay caused by Buyer, Seller will store the Purchased Goods without any liability. Buyer will bear the risk of loss of such stored goods and Buyer will pay the unpaid portion of the Contract price, plus storage, insurance and handling charges and freight charges on or after the date on which the goods are tendered for delivery. Delays caused by Buyer include, but are not limited to: (i) Buyer, its agents or employees, notify Seller to place order on "hold" until further notice; (ii) Buyer delays approval of drawings for more than thirty (30) days after receipt of approval drawings; and (iii) Buyer delays delivery of the building or parts thereof after fabrication is complete and ready to ship. If either (i) or (ii) occurs, Seller may then charge Buyer whatever costs or damages Seller incurred by reason of the delay, including incidental and consequential damages. In the event (iii) occurs, the full price of the Purchased Goods will be immediately due. IF THE FACTORY INCREASES THE PRICE OF THE BUILDING AFTER BUYER HAS CAUSED A DELAY, THIS CONTRACT WILL AUTOMATICALLY BE DEEMED TO HAVE BEEN AMENDED TO INCLUDE SUCH A PRICE INCREASE AND BUYER'S OBLIGATION HEREUNDER WILL BE INCREASED TO REFLECT SUCH A PRICE INCREASE.

c. Buyer shall bear risk of loss as soon as the Purchased Goods are loaded on the truck at the Factory. Thus, all risk of loss during the period of shipment and unloading, including personal injury, or any other liability, is upon Buyer. Seller shall not be responsible for spotting, switching, drayage, demurrage or other transportation charges unless agreed to in writing prior to delivery. Buyer shall hold Seller harmless from any loss, costs, claims, suits, damages and attorney's fees arising from any alleged or real injury (including to personal injury) to any person or property which arises after tender of the Purchased Goods to the common carrier.

d. Confidentiality. At all times prior to, during, and after the Contract, Buyer will (i) maintain the confidentiality of any information disclosed by the Seller or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Contract; and (iii) not use Confidential Information except for performance of the Contract. Buyer will immediately notify the Seller of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this



Contract. Without limiting the direct liability of Buyer's employees and others who may have received Confidential Information directly or indirectly from the Seller, Buyer will be responsible for the disclosure or other misuse of Confidential Information by Buyer's employees and others, and Buyer will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Buyer's employees and others of which Buyer becomes aware. Buyer makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. The Seller may elect at any time, by written notice to Buyer, to terminate Buyer's further use of Confidential Information for any purpose. Upon receipt of such notice, Buyer will, and will cause Buyer's employees to, promptly cease all further use of Confidential Information, return to the Seller all physical materials containing Confidential Information, whether the materials were originally provided by the Seller or copied or otherwise prepared by Buyer or any Buyer employee, and erase or otherwise destroy any Confidential Information kept by Buyer or any Buyer employee in electronic or other non-physical form. Such termination by Buyer will not affect Buyer's continuing obligations under this Section. The Seller agrees that no information disclosed by it to Buyer will be confidential unless due notice thereof is given in advance to and accepted by Buyer in writing.

- **Certain Disputes.** Any dispute about the quality, condition or workmanship of the goods or otherwise in connection with the terms of this Contract, shall not entitle Buyer to reject or revoke acceptance of the goods. In the case of any dispute, Buyer shall take delivery of the Purchased Goods, pay for the same, and make a claim under Seller's warranty. This remedy shall be in lieu of all other remedies available to Buyer.
- **Shortages and Defects.** Purchased Goods shall be deemed fully accepted by Buyer and all claims for damages or defects caused by shipment of the goods shall be deemed waived unless the carrier receives written notice of any such defects at the time of delivery, in writing, on the bill of lading. Any and all claims for shortages must be reported in writing within 30 days of the date of delivery. Buyer must give written notice of any and all warranty claims within 30 days after Buyer discovers the defect or alleged defect. Such written notice shall state with particularity each and every alleged defect and/or shortage claimed by Buyer. Buyer's exclusive remedy for any defects or shortages in goods shall be limited to Seller replacing or repairing (but not dismantling or installing) defective parts in Seller's sole option. Seller shall only be liable for repairs which are authorized in writing prior to repair. Replacement of shortages and replacement parts shall be DAP Incoterms 2017, address of the Buyer. Seller's liability for shortages and defects shall not in any event include indirect, incidental, consequential, special or exemplary damages.
- **Fees not Considered Penalties.** Buyer and Seller intend to fully perform under this Contract. Seller does not anticipate that Buyer will fail to pay on a timely basis, and Seller does not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment set forth in this Section are intended to be a reasonable estimate of Seller's costs resulting from such late payments and non-payments. Additionally, if by its communication, lack of communication or other conduct, Buyer effectively repudiates the Contract without cause, Seller must be compensated for its efforts prior to and as the consequence of such repudiation. These costs will be difficult to calculate or to predict when Seller sets such fees, charges, and assessments, because Seller cannot know in advance: (a) whether Buyer will pay on a timely basis, if ever; (b) if Buyer does pay late, when Buyer will actually pay; and (c) what costs Seller will incur because of Buyer's late payment, non-payment or cancellation/repudiation of the Contract with respect to such things as order processing, engineering, detailing, purchase of material, fabrication and sales commissions and applicable incidental, consequential and lost profits damages (for example and not by way of limitation).

a. If Seller sends Buyer an invoice and Buyer fails to pay that invoice within thirty (30) days, Buyer specifically agrees that the amount of such invoice shall bear interest at a rate equal to the maximum non-usurious rate for which Buyer and Seller could lawfully contract with respect to such payment under the applicable laws of the State of Florida.

b. In the event that Buyer breaches or, in Seller's reasonable judgment has effectively repudiated the Contract without cause, Seller shall be entitled to recover: (a) 25% of the purchase price if Buyer's breach or repudiation occurs prior to the time the goods are ordered to be fabricated; (b) 60% of the purchase price if the goods have been ordered to be fabricated but not yet shipped; 75% of the purchase price plus all shipping, handling and storage costs, if Buyer's breach or repudiation occurs after the goods have been shipped; (c) 100% of the purchase price if Buyer's breach or repudiation occurs after tender of delivery of the goods; (d) 100% of the purchase price if the breach occurs with respect to specially manufactured or custom goods after they have been ordered to be fabricated but prior to their shipment; (e) 100% of the purchase price plus all shipping, handling and storage costs if the breach occurs with respect to specially manufactured or custom goods after their shipment. Buyer further agrees that the amount of liquidated damages specified herein constitutes a reasonable estimate of the actual damages which Seller would expect to incur upon Buyer's breach or repudiation of this agreement.



- **Engineering Payment.** In addition to (and not in lieu of) other remedies available to Seller, upon breach or repudiation of this Contract by Buyer, Seller may retain for its own account any engineering payment made by Buyer, and such retention shall not impair any other remedies available to Seller under this Contract at law or in equity.
- **Security Interest.** Buyer hereby grants to Seller a security interest in the structure or structures that are contemplated with respect to the Purchased Goods to secure payment and performance of the obligations as set forth in this Contract. Default in payment or performance of any of the obligations is a default under this Contract. Upon such default, Seller may declare all obligations immediately due and payable and shall have the remedies of a secured party as provided by law. Buyer will at any time hereafter execute such financing statements or other instruments and perform such acts as Seller may request to establish and maintain a valid security interest in the structure or structures.
- **Indemnification.** Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Seller as a result of any actual or threatened claim, action, investigation, proceeding or suit arising out of the acts or omissions of Buyer or third parties (including without limitation carriers), whether for negligence, failure to maintain the building or otherwise.
- **Warranty.** For a period of one (1) year from the date of original shipment, Seller warrants that its products are free from defects in materials and workmanship. Seller's warranty does not cover defects or damage caused by acts of God (including excessive wind loads or excessive snow loads), falling objects, accidents, salt water atmosphere, corrosive chemicals, fumes, ash, animal waste, or acts of Buyer, including, but not limited to failure to maintain the building. This warranty is given in place of any and all other warranties expressed or implied. SELLER GIVES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. Overhead doors are warranted solely by the manufacturer and Seller offers no additional warranty. Roof and wall panels should remain free of any foreign substances and should be cleaned on a regular basis to prevent staining or discoloration of panel finishes. Buyer is obligated to properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice.
- **Compliance with Laws.** Buyer is responsible to determine and comply with applicable laws, rules and regulations (including, but not limited to zoning, building codes and permit requirements) where the building is to be erected. Seller shall not be liable for any damages or losses, whether direct or indirect, caused by Buyer's failure to satisfy the requirements of this Section.
- **Taxes and Duties.** Buyer shall be liable for all applicable sales taxes and duties owed with respect to the Purchased Goods. In the event that Seller must pay any amount to governmental authorities prior to delivery of the Purchased Goods, Buyer shall promptly pay the amount of such taxes to Seller upon demand regardless of whether this Contract is considered to be in interstate, intrastate, or international commerce.
- **Promotions.** Buyer agrees that Seller may place signs identifying it as seller of the building during construction and, following completion of construction, Seller may use the project name, size, intended use and location in its general marketing and advertising materials. Buyer hereby grants a free, irrevocable and unconditional license to and for the benefit of Seller (including any party affiliated with Seller) to use use (i.e., to copy, transmit, distribute, and display) images of the Purchased Goods, by any means. This license will survive the delivery of the Purchased Goods.
- **Entire Agreement; Amendment.** No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless consented to expressly in writing by an authorized representative of Seller. Buyer has not relied on any statements or representations of any party (including without limitation any of Seller's sales representatives) that alters, adds to or differs from these terms or conditions and no such statement or representation shall be recognized or be binding upon Seller. Any and all provisions of Buyer's purchase order or other documents that add to or differ from these terms and conditions are EXPRESSLY REJECTED. The failure of Seller to exercise any rights under this Contract, upon the default by Buyer or otherwise, shall not be a waiver of Seller's subsequent ability to exercise that right. If any provision contained in this Contract (or application thereof to any person or circumstance) shall to any extent be held void or invalid by a court of competent jurisdiction, the remainder of this Contract (or the application of such provision to persons or circumstances other than those as to which it is held or invalid) shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.



- **Assignment.** Neither this Contract, nor Buyer's rights and obligations hereunder, are assignable by Buyer without the prior written consent of the Seller. No such consent or assignment will release Buyer or change Buyer's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Seller will be null and void.
- **Applicable Law; Venue.** This Contract (and the performance thereof) shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. The parties hereto expressly agree that if a court of competent jurisdiction deems any of the language contained herein to be vague or ambiguous, such language shall not be presumptively construed against either party but shall be construed so to give effect to the true intentions of the parties. This Contract has been executed in Broward County, Florida. Buyer irrevocably consents to the exclusive jurisdiction of the courts of Broward County, Florida for the purpose of enforcing this Contract.
- **Language.** Under certain circumstances, Buyer may have referred to translated versions of these Terms and Conditions, including the Spanish translation available on this website. In the event of any actual inconsistency or apparent contradiction, the English version of these Terms and Conditions shall control.

Updated: 2/7/2022



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**FLORIDA
PRE-FAB, INC.**

2907 Sagasta St., Tampa FL 33619

Phone: (813) 247-3934

Fax: (813) 247-3936

Quote #: **9388**

Quote Date: 07/01/20

Revised Date : 06/07/22

Revision # : 3

QUOTATION

Quote To:

Job Name:

Michael Baker International

515 North Flager Drive # 303

West Palm Beach, FL 33401

Titusville, FL

Phone: (561) 812-6403 Fax:

Attn: Mr. John Neff

Building Description:

RF1-G 60' wide x 60'-4" long x 20' eave height pre-engineered metal building consisting of 3 bays @ 20'. One endwall shall be Type I (PB-sheeted) and the other endwall shall be Type IV (RF-sheeted). Roof pitch shall be 1 in 12.

Cable 'X' (Std) bracing shall be provided. Gutters, Eave Trim & Downspouts shall be provided.

Building Modification:

One endwall shall be prepared for a sliding door system with gable sheeting. Hangar door opening shall be 54' wide x 18'-11" clear consisting of bi-directional sliding door system rolling on inverted painted angle track. Doors shall include 6" V groove casters and top guides. We also include (2) outside track support columns located 11'-6" beyond the building width.

Overall roof = 62'-6". Overall slab = 60'-6"

Design Criteria:

Design Code: FBC 2020- 7th Ed.: 12/20 Live Load -

Wind Design: ASCE-7-16 Procedure, 145 MPH WL, Risk Category II, Exp. C, Enclosed

Other Loads: Collateral load = 3 psf,

Materials:

26 Ga. Galvalume, 25-year Warranty, Florida Rib roof panels.

26 Ga. Pre-painted, 30-year Warranty, Florida Rib wall panels.

Roof and wall cladding shall include non-corrosive fasteners.

Alternates:

Accessories:

1.0 EA 15'w x 14'h Framed Opening only w/deluxe trim

2.0 EA 3070 M HD Steel Personnel Door w/ Mortise Lock - Lever Handle

BUILDER SHALL BE RESPONSIBLE FOR DESIGN LOADS / WIND SPEED AND EXPOSURE CATEGORY

Terms:

15% Engineering Deposit w/ Order.

50% Fabrication Deposit w/ Approved Plans

Balance due upon Delivery

Total Price: \$100,000

FOB-Jobsite (Titusville)

FL State + Brevard County Taxes \$6,050

Quoted by:

Maria Kaylor

Total Price: \$106,050



The following invoices are presented to the Board for approval at the Regular Board Meeting being held June 16, 2022:

Merritt Island Airport

COI – North Area Security and Infrastructure Project

Request #02 – Karl Thorne Trucking & Land Clearing – (11/01/21-2/28/22) **\$14,703.82**

Request #03 – Karl Thorne Trucking & Land Clearing – (3/01/22-4/30/22) **\$27,520.88**

Space Coast Regional Airport

TIX – VAC Apron/East Taxilane

Request #01 – Carr & Collier, Inc. – (04/30/22) **\$26,125.00**

Request #02 – Carr & Collier, Inc. – (05/31/22) **\$14,924.00**

Airport Project Updates

Legacy Projects

- TIX RWY 09/27 Rehab
- TIX Hangar 52 Demo
- TIX VAC Apron
- Willow Creek Connector Road
- COI Corporate Hangar
- COI EA for Hangar Development
- COI NASI

PROJECT: RUNWAY 9-27 REHAB – SPACE COAST REGIONAL AIRPORT

BUDGET: \$3.8M (\$0 Local Match)

CURRENT STATUS: **Final markings to be applied week of 06/20/22. Drainage work to continue.**

SCHEDULE: 10 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



AST
THORITY

PROJECT: HANGAR 52 DEMO – SPACE COAST REGIONAL AIRPORT

BUDGET: \$320K (\$64K LOCAL MATCH)

CURRENT STATUS: **Survey of current conditions has been completed. Michael Baker is compiling finalized checklist.**

SCHEDULE: 1 MONTH CONSTRUCTION AND 1 MONTH CLOSEOUT



PROJECT: TCAA/VAC APRON AND TAXILANE – SPACE COAST REGIONAL AIRPORT

BUDGET: \$1.62M (\$0 LOCAL MATCH)

CURRENT STATUS: **Permit in hand, land clearing in progress**

SCHEDULE: 8 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

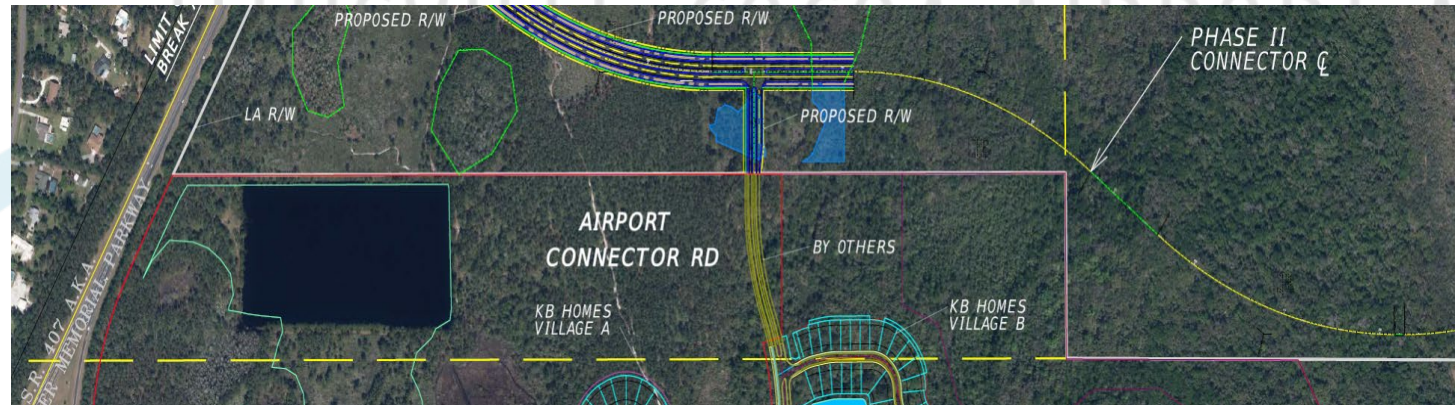


PROJECT: WILLOW CREEK CONNECTOR ROAD – SPACE COAST REGIONAL AIRPORT

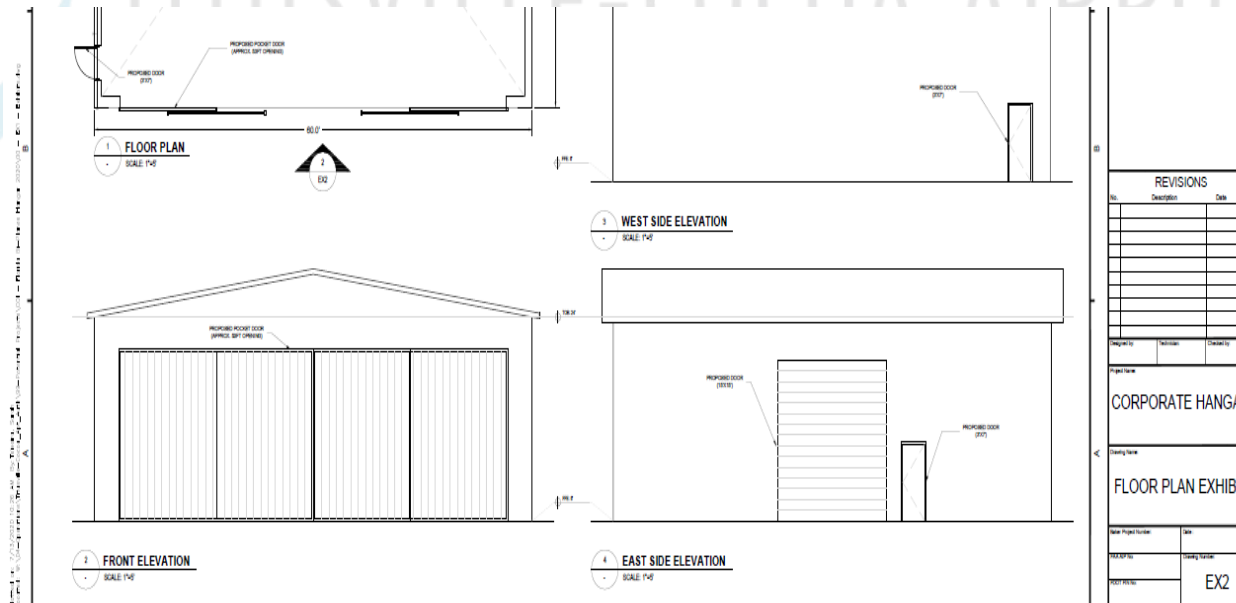
BUDGET: \$2M (\$0 LOCAL MATCH)

NOTHING SIGNIFICANT TO UPDATE THIS MONTH

SCHEDULE: 8 MONTHS FOR DESIGN AND PERMITTING; 5 MONTHS REMAINING; 2 MONTHS BEHIND SCHEDULE DUE TO ADDITION OF EXTENSION OF THE VERONA ROAD NORTH



SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

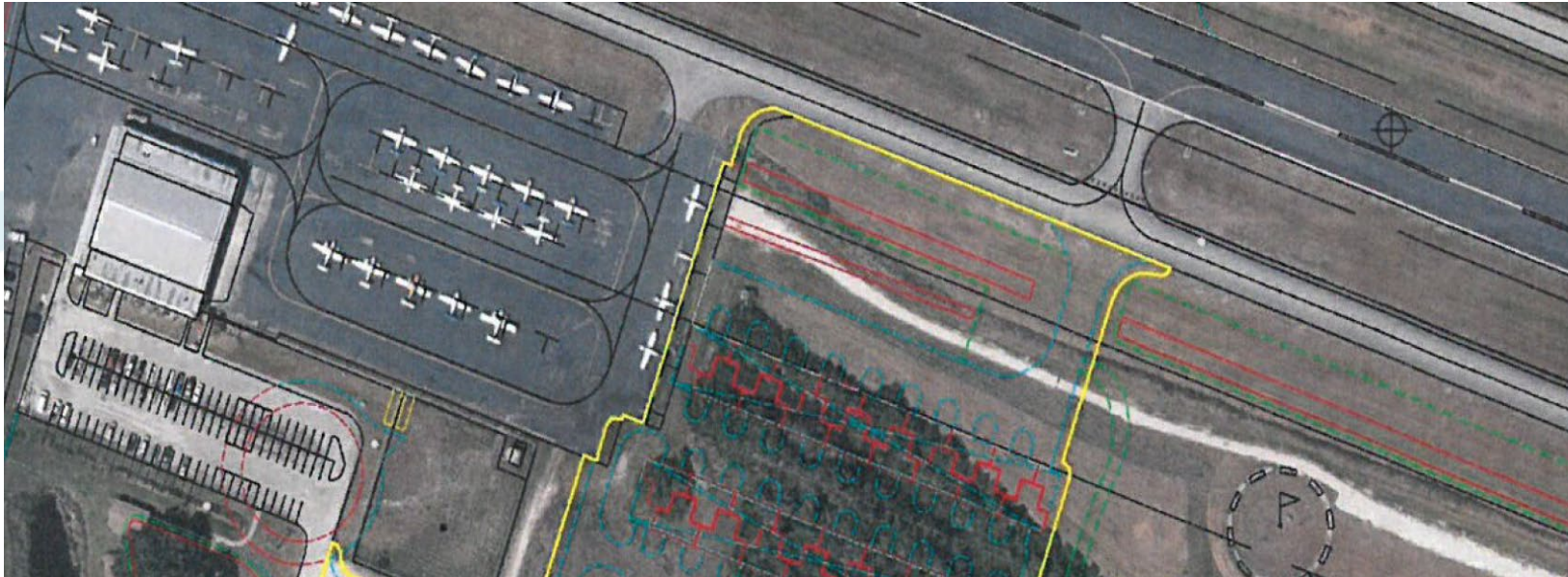


PROJECT: EA FOR T-HANGAR DEVELOPMENT – MERRITT ISLAND AIRPORT

BUDGET: \$269K (\$0 LOCAL MATCH)

CURRENT STATUS: PROJECT STARTED; EXPECTED COMPLETION IN LATE 2023; ON-GOING; FAA REQUIRING NOISE STUDY BUT NO ALP UPDATE; **ONGOING- NOTHING NEW TO REPORT.**

SCHEDULE: 12 MONTHS IS BASED ON PUBLIC MEETINGS AND NOTICES REQUIRED BY THE FAA



PROJECT: NORTH AREA SECURITY AND INFRASTRUCTURE – MERRITT ISLAND AIRPORT

BUDGET: \$949K (\$189,800 LOCAL MATCH)

CURRENT STATUS: **Pond construction is underway, sanitary sewer construction starting week of 06/20/22.**

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



Airport Project Updates

New Projects

- X21 AWOS
- COI AWOS
- TIX ATCT Siting Study
- TIX Fuel Farm Relocation
- TCAA Entry Signs

PROJECT: Automated Weather Observation System (AWOS) Replacement – Arthur Dunn Airpark

BUDGET: \$365,000 (80/20 FDOT Grant)

CURRENT STATUS: Submitted 2 alternative sites to the FAA for siting approval. Both locations for Arthur Dunn passed the NR study for siting of Non Fed NAVAIDS on/off airports. The next study is the NRA study is for the airspace. – No Change

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Construction will commence upon award of bid. Equipment procurement is taking 6+ months from date of purchase.



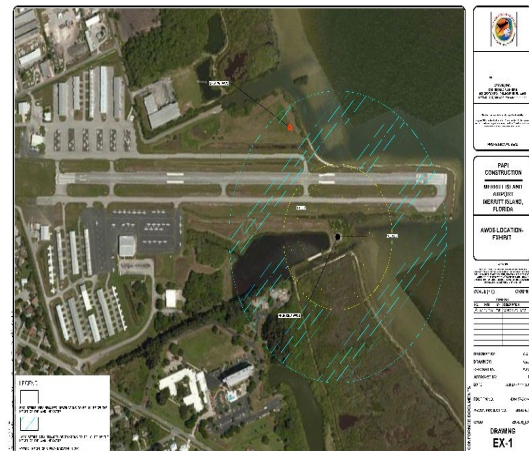
PROJECT: Automated Weather Observation System (AWOS) Replacement – Merritt Island Airport

BUDGET: \$500,000 (80/20 FDOT Grant)

CURRENT STATUS: AVCON is currently looking closer into the cost/benefits of constructing the AWOS on an elevated platform and maintaining the mangroves on the south site.

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Environmental permitting on the alternative site might take an additional 120 days. Construction will commence upon award of bid. Equipment procurement is taking 6+ months from date of purchase.

TIX, COI, X21

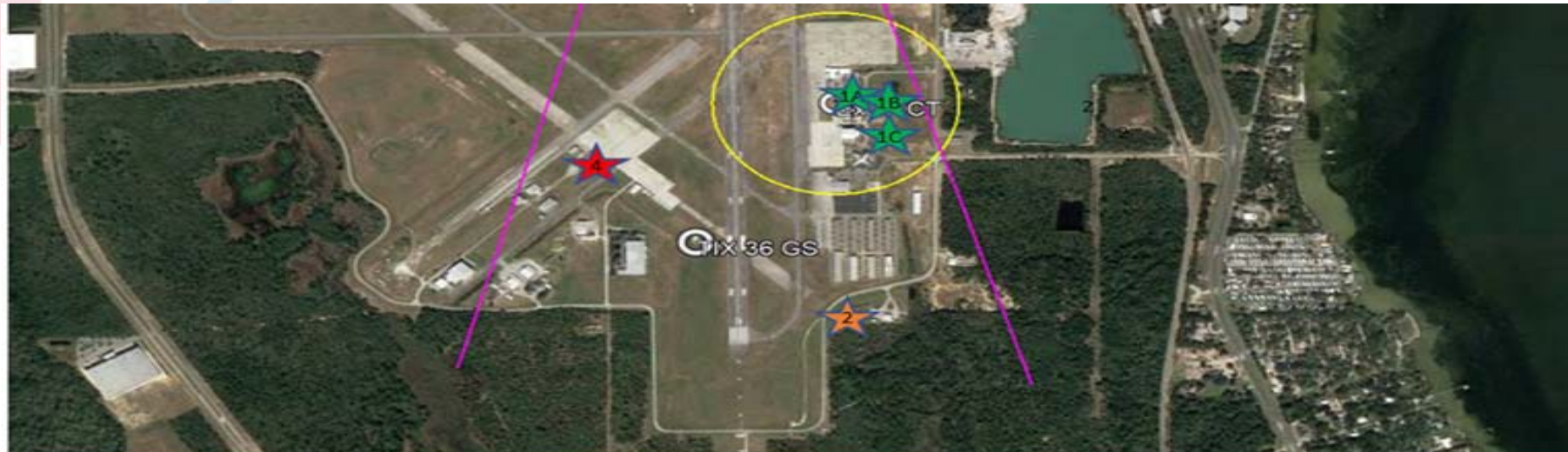


PROJECT: Site Selection Study for the Replacement of the Airport Traffic Control Tower – Space Coast Regional Airport

BUDGET: \$159,854 (80/20 FDOT Grant)

CURRENT STATUS: The draft siting report is underway. The team evaluated six initial sites. The short list is down to three (3) potential sites 1A, 2, and 4. The 3D model is 85% complete for the 3 preferred sites. The coordinates and height data for the 3 sites have been sent to the FAA National Coordinator for their airspace feasibility studies. Panoramic drone photos complete. Siting study complete. Site 1A was selected.

SCHEDULE: Complete

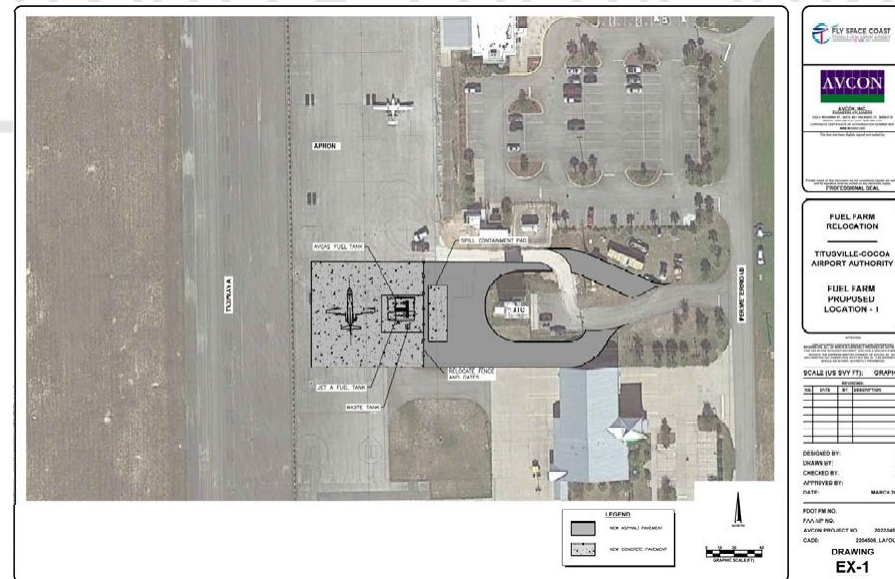


PROJECT: Fuel Farm Relocation – Space Coast Regional Airport

BUDGET: Current cost estimate is \$ 1.1m

CURRENT STATUS: Survey work is 95% complete. Conceptual design is underway.

SCHEDULE: Commence design upon receipt of survey and Geotech. Design is anticipated to take 90 days. Bidding to begin in August. Construction will commence upon award of the bid.

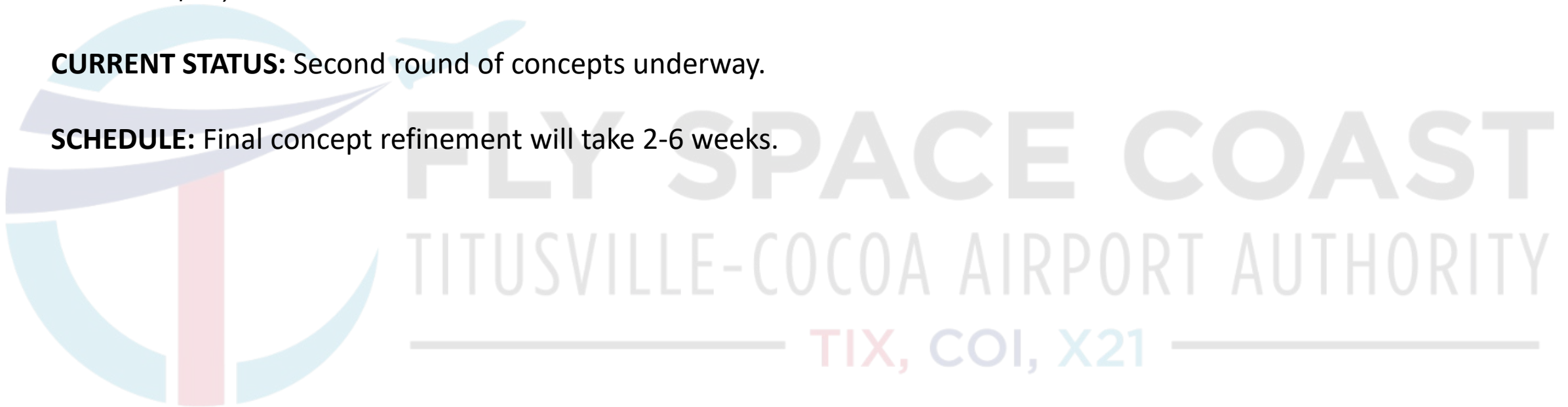


PROJECT: Entry Monument Sign Concepts – All Airports

BUDGET: \$10,000

CURRENT STATUS: Second round of concepts underway.

SCHEDULE: Final concept refinement will take 2-6 weeks.



Titusville-Cocoa Airport Authority
Check Register
For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39939	5/6/22	SYNCB/AMAZON	101000	453.72
39940	5/6/22	AT&T	101000	537.87
39941	5/6/22	A T & T	101000	54.49
39942	5/6/22	AT&T	101000	817.99
39943	5/6/22	City Of Titusville	101000	987.71
39944	5/6/22	Brevard County Emergency Mg	101000	2,079.00
39945	5/6/22	Brown & Brown Insurance	101000	4,114.61
39946	5/6/22	BOCC-Solid Waste Management	101000	592.56
39947	5/6/22	Brevard Uniform Co.	101000	243.60
39948	5/6/22	CHLIC	101000	574.72
39949	5/6/22	DynaFire, Inc.	101000	1,030.00
39950	5/6/22	Davis Vision, Inc.	101000	100.02
39951	5/6/22	D & E Pump	101000	1,995.00
39952	5/6/22	Dish	101000	70.07
39953	5/6/22	Flawless Lawncare & Landscapi	101000	2,750.00
39954	5/6/22	Faster Than Sound, Inc.	101000	1,215.00
39955	5/6/22	Florida Power & Light	101000	1,536.37
39956	5/6/22	Florida Power & Light	101000	228.46
39957	5/6/22	Florida Coast Equipment	101000	62.41
39958	5/6/22	Florida Alarm & Security Technol	101000	19.50
39959	5/6/22	Retail & Comm Tire Center	101000	66.80
39960	5/6/22	Graphic Press	101000	76.00
39961	5/6/22	Hangar Door Specialists, LLC	101000	3,877.50
39962	5/6/22	Home Depot Credit Services	101000	1,093.80
39963	5/6/22	Keepem Runnin, LLC	101000	38.96
39964	5/6/22	Lowe's	101000	294.35
39965	5/6/22	Vantagepoint Transfer Agents-3	101000	648.89
39966	5/6/22	Safety-Kleen Systems, Inc.	101000	110.60
39967	5/6/22	Southern Fire Protection of Orlan	101000	793.75
39968	5/6/22	Southeast Services of CFL Inc.	101000	1,659.23
39969	5/6/22	Standard Insurance Company	101000	728.17
39970	5/6/22	T's Handyman Service	101000	7,142.43

Titusville-Cocoa Airport Authority
Check Register
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Check #	Date	Payee	Cash Account	Amount
39971	5/6/22	Globenet Global Computer Soluti	101000	9,940.00
39972	5/6/22	Watkins Fuel Oil	101000	2,553.28
39973	5/6/22	Waste Management	101000	461.94
39974	5/6/22	WhiteBird Attorneys At Law	101000	6,154.00
39975	5/6/22	Michael Smallidge	101000	200.00
39976	5/6/22	Cynthia Lennard	101000	3,706.50
39977	5/6/22	Titusville-Cocoa Airport Autho	101000	293.14
39978	5/20/22	SYNCB/AMAZON	101000	385.51
39979	5/20/22	AT&T	101000	113.29
39980	5/20/22	AVCON	101000	23,786.91
39981	5/20/22	Brevard Uniform Co.	101000	129.80
39982	5/20/22	Board Of Co. Commissioners	101000	14,084.94
39983	5/20/22	Brevard County Utility Resources	101000	100.00
39984	5/20/22	Culligan	101000	45.00
39985	5/20/22	Carr, Riggs & Ingram CPAs and	101000	997.50
39986	5/20/22	City Of Cocoa	101000	208.17
39987	5/20/22	Flawless Lawncare & Landscapi	101000	4,800.00
39988	5/20/22	Florida Power & Light	101000	1,653.50
39989	5/20/22	Florida Power & Light	101000	2,406.59
39990	5/20/22	Florida Power & Light	101000	290.13
39991	5/20/22	Florida Power & Light	101000	1,386.13
39992	5/20/22	Florida Power & Light	101000	1,606.87
39993	5/20/22	Florida Power & Light	101000	601.91
39994	5/20/22	Retail & Comm Tire Center	101000	994.87
39995	5/20/22	John Moore Window Cleaning	101000	1,160.00
39996	5/20/22	Konica Minolta Business Solutio	101000	190.11
39997	5/20/22	Lacey's Lock Service	101000	303.00
39998	5/20/22	Vantagepoint Transfer Agents-3	101000	283.54
39999	5/20/22	NAPA Auto Parts	101000	312.30
40000	5/20/22	Nix Pest Management	101000	256.00
40001	5/20/22	Southeast Services of CFL Inc.	101000	276.00
40002	5/20/22	Susan Hall Landscape Architect	101000	1,500.00

Titusville-Cocoa Airport Authority
Check Register
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Check #	Date	Payee	Cash Account	Amount
40003	5/20/22	T's Handyman Service	101000	7,184.28
40004	5/20/22	Quadrex Aviation, LLC	101000	20,839.00
40005	5/20/22	Windstream	101000	80.10
40006	5/20/22	Watkins Fuel Oil	101000	4,573.24
40007	5/20/22	Cynthia Lennard	101000	4,437.00
40008	5/20/22	Piper Ann LLC	101000	598.00
40009	5/20/22	Daniel McAllister	101000	75.00
40010	5/20/22	Steve Diamond	101000	42.70
40011	5/20/22	Weston Ott	101000	50.00
40012	5/20/22	Peri Campbell	101000	225.00
40013	5/20/22	Susan & George Berry	101000	108.75
40014	5/20/22	Robert Elves	101000	200.00
40015	5/20/22	Tom Purvis	101000	25.00
40016	5/20/22	Mark Morgan Construction	101000	42.70
39852V	5/31/22	Florida Power & Light	101000	-529.24
39853V	5/31/22	Florida Power & Light	101000	-778.67
Total				154,347.37