
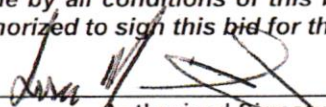


<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Gelencia Carter, 772-467-3102</p>	<p>Bid No: 2024-017</p>
<p>Mandatory Pre- Bid Conference Date: N/A</p>	<p>Bid Title: FORT PIERCE ANIMAL ADOPTION CENTER - VETERINARY CLINIC</p>
<p>Mandatory Pre-Bid Location: N/A</p>	<p>Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00PM, MONDAY, MARCH 4, 2024</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: APEX MODULAR SOLUTIONS LLC</p> <hr/> <p>Mailing Address: P. O. BOX 3072</p> <hr/>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X  _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code: POUGHKEEPSIE, NY, 12603</p>	<p>Typed or Printed Name: Issa E. Nesheiwat</p>
<p>Type of Entity (Select one):</p> <p>Corporation <input checked="" type="checkbox"/> _____</p> <p>Partnership <input type="checkbox"/> _____</p> <p>Proprietorship <input type="checkbox"/> _____</p>	<p>Title: President</p>
<p>Incorporated in the State of: New York Year: 2022</p>	<p>Delivery in <u>45</u> days, After Receipt Order</p>
<p>Phone Number: 845-393-1477</p>	<p>Payment Terms: Net 30 Days 30%, 30%, 40%</p>
<p>Fax Number: 845-393-1477</p>	<p>FEIN or SS Number: 920598120</p>
<p>E-Mail Address: inesh@apexmodulars.com</p>	<p>Local Business: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p style="text-align: center;">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



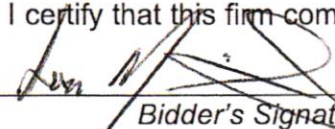
DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
APEX MODULAR SOLUTIONS LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 Bidder's Signature

2-28-24

Date



REFERENCES

BID NO. 2024-017

FORT PIERCE ANIMAL ADOPTION CENTER – VETERINARY CLINIC

Bidder shall submit as a part of the bid package, three (3) Customer references with name of the customer, address, contact person, and telephone number.

Name Ahtna Infrastructure & Technologies, LLC	
Contact: Darren Moberg	
Address: 110 West 38th Avenue, Suite 200K	
Anchorage, Alaska, 99503	
Telephone: 907-205-4472 office, 907-223-5848 mobile	
Email: dmoberg@ahtna.net	
Name Karuk Tribe	
Contact: Ryan Hammer	
Address: 64236 Second Avenue, P. O. Box 1016	
Happy Camp, California, 96039	
Telephone: 530-493-1600 Ext. 2055	
Email: rhammer@karuk.us	
Name Kasaan Tribe	
Contact: LaNeice Congdon, Tribal Court Administrator	
Address: Village of Kasaan, S. Thorn Bay Road	
Kasaan, Alaska, 99901	
Telephone: 907-617-8127	
Email: laneice@kasaan.org	

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
APEX MODULAR SOLUTIONS LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ **S**
 Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
167 N. GRAND AVENUE

City, state, and ZIP code
POUGHKEEPSIE, NY, 12603

Requestor's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

Employer identification number

9	2	0	5	9	8	1	2	0
---	---	---	---	---	---	---	---	---

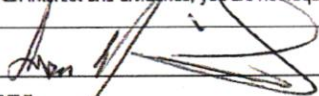
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **2-28-24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



BID RESPONSE FORM



Bid Item	FORT PIERCE ANIMAL ADOPTION CENTER – VETERINARY CLINIC		
Bid Number	2024-017	Due Date & Time	3:00PM, MONDAY, MARCH 04, 2024

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below.

DESCRIPTION	LUMP SUM TOTAL
Labor, delivery, blocking, leveling, seam out and tie down of the Modular Building size 36 X 60.	\$ 577,285.11

Please respond to the following questions:

Did you proposal an alternative layout? If yes please include with your submittal.	No
This project will be completed within how many calendar days after the notice to proceed is issued?	180 Days or less
Work is guaranteed for how many years?	1 year
Material are guaranteed for how many years?	1 year

We will also provide a five-year structural warranty.

Per Whitley warranty period or equipment manufacturer prescriptive warranty. See attached proposal for details and work scope.

Vendor: Apex Modular Solutions LLC

Address: P. O. Box 3072

City, State, Zip Code: Poughkeepsie, NY, 12603

Email Address: inesh@apexmodulars.com

Typed Name & Title: Issa E. Nesheiwat, President

Signature:  Date: 2-28-24

Telephone No.: 845-393-1477 Fax No.: 845-393-1477

(*Please include Remit to address if different than address stated above)

Remit To: 167 N. Grand Ave, Poughkeepsie, NY 12603

Check below for applicable minority indicator:

<input checked="" type="checkbox"/>	Asian Indian	<input checked="" type="checkbox"/>	Small Business
<input type="checkbox"/>	Asian Pacific	<input type="checkbox"/>	Women Owned
<input type="checkbox"/>	Black	<input type="checkbox"/>	Small Disadvantage Business
<input type="checkbox"/>	Hispanic		
<input type="checkbox"/>	Native American		

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X _____	_____
Include proof of proper insurance as stated in bid documents.	X _____	_____
Did you include a list of all materials and equipment to be used in providing the service?	X _____	_____
Is Drug-Free Workplace form signed and enclosed?	X _____	_____
Is Bid Response Form completed, signed and attached?	X _____	_____
If an alternative layout was proposed, did you include the drawings in your bid submittal?	_____	N/A _____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	X _____	_____
W-9 Form completed, signed and attached?	X _____	_____
Is one complete reference form included?	X _____	_____
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)	_____	N/A _____
For Hard Copy Submissions Only: Bid envelope is marked accordingly Only.	_____	N/A _____
Is each Bid Addendum (when issued) signed and included?	_____	N/A _____

PLEASE SIGN AND RETURN WITH BID



 ISSA NESHEIWAT

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT**

ENTITY NAME : APEX MODULAR SOLUTIONS LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 6609301
FILE DATE : 10/05/2022
FILE NUMBER : 221005002975
TRANSACTION NUMBER : 202210050003473-1330147
EXISTENCE DATE : 10/05/2022
DURATION/DISSOLUTION : PERPETUAL
COUNTY : DUTCHESS



SERVICE OF PROCESS ADDRESS : APEX MODULAR SOLUTIONS LLC
 167 N GRAND AVE,
 POUGHKEEPSIE, NY, 12603, USA

REGISTERED AGENT : ISSA NESHEIWAT
 167 N GRAND AVE,
 POUGHKEEPSIE, NY, 12603, USA

FILER : ISSA NESHEIWAT
 167 N GRAND AVE,
 POUGHKEEPSIE, NY, 12603, USA

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100002301905

TOTAL FEES:	\$210.00	TOTAL PAYMENTS RECEIVED:	\$210.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$210.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$0.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00



USMOD-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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

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

PRODUCER
Service Insurance Agency, LLC
1111 N. Plaza Dr., Suite 100
Schaumburg, IL 60173-4916
Daniel Smith

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A : **Donegal** **22586**

INSURED
US Modular Space, Inc.
c/o Dorothy Vespo Tenney
772 Locust Drive
Sleepy Hollow, IL 60118

INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP9233077	08/20/2023	08/20/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CXL9233071	08/20/2023	08/20/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater		CPP9233077	08/20/2023	08/20/2024	Eqpt 25,000

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

Certificate holder is included as additional insured with respects to general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

FORTPIE

City of Fort Pierce
Procurement Department
100 North U.S. #1
Fort Pierce, FL 34950

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

AUTHORIZED REPRESENTATIVE



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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

AGENCY Service Insurance Agency, LLC 1111 N. Plaza Dr., Suite 100 Schaumburg, IL 60173-4916 Daniel Smith		PHONE (A/C, No, Ext): 847-870-0400	COMPANY Donegal 1195 River Road PO Box 302 Marietta, GA 17547-0302	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: USMOD-1		LOAN NUMBER		POLICY NUMBER CPP9233077
INSURED US Modular Space, Inc. 772 Locust Drive Sleepy Hollow, IL 60118		EFFECTIVE DATE 08/20/2023	EXPIRATION DATE 08/20/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 10211 Keslinger Rd.
 DeKalb, IL 60115

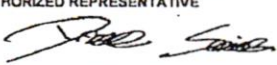
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE		DEDUCTIBLE
Building- Special Form / Repl. cost Business Personal Property/ Special Form/ RC					\$1,535,068	\$50,000	1000 1000

REMARKS (Including Special Conditions)

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Fort Pierce Procurement Dept. 100 North U.S. #1 Fort Pierce, FL 34950	<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE
	LOAN # AUTHORIZED REPRESENTATIVE 	



USDY-1

QP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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PRODUCER Service Insurance Agency, LLC 1111 N. Plaza Dr., Suite 100 Schaumburg, IL 60173-4916 Daniel Smith	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Progressive Casualty</td> <td>16322</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Progressive Casualty	16322	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Progressive Casualty	16322													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED US Drytek, Inc. 772 Locust Drive Sleepy Hollow, IL 60118														

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ _____ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		962207838	10/07/2023	10/07/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to auto when required by written contract.

CERTIFICATE HOLDER FORTPIE City of Fort Pierce Procurement Dept. 100 North U.S. #1 Fort Pierce, FL 34950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/29/2024

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

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

PRODUCER Stanley's Insurance Agency, Inc. 2001 Midwest Rd Suite 209 Oak Brook IL 60523		CONTACT NAME: Edward Witkowski PHONE (A/C, No, Ext): (708) 540-2200 FAX (A/C, No): (708) 810-3362 E-MAIL ADDRESS: ed@stanleysinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: The Pie Insurance Company	NAIC # 21857
INSURED U. S. Modular Space Inc 772 Locust Rd Sleepy Hollow IL 60118		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2311914087

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WCPI488264000	11/09/2023	11/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

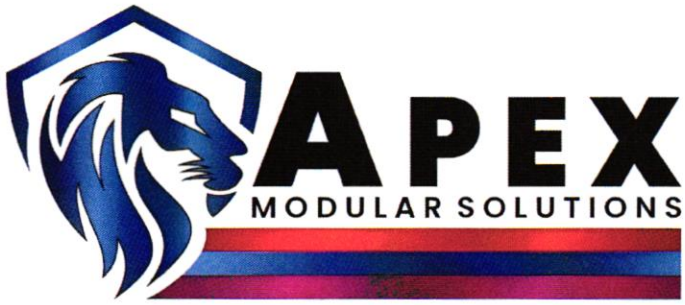
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate shows Evidence of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Apex Modular Solutions, LLC. 167 N Grand Ave. Poughkeepsie NY 12603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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“Dream. Design. Develop”

Residential - Commercial
Modular Building Firm



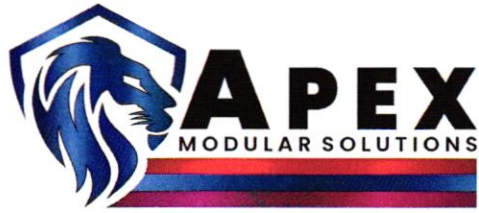
Fort Pierce Veterinary Clinic Project Proposal



PRESENTED: Peggy Arraiz
Director of Community Response
City of Fort Pierce
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

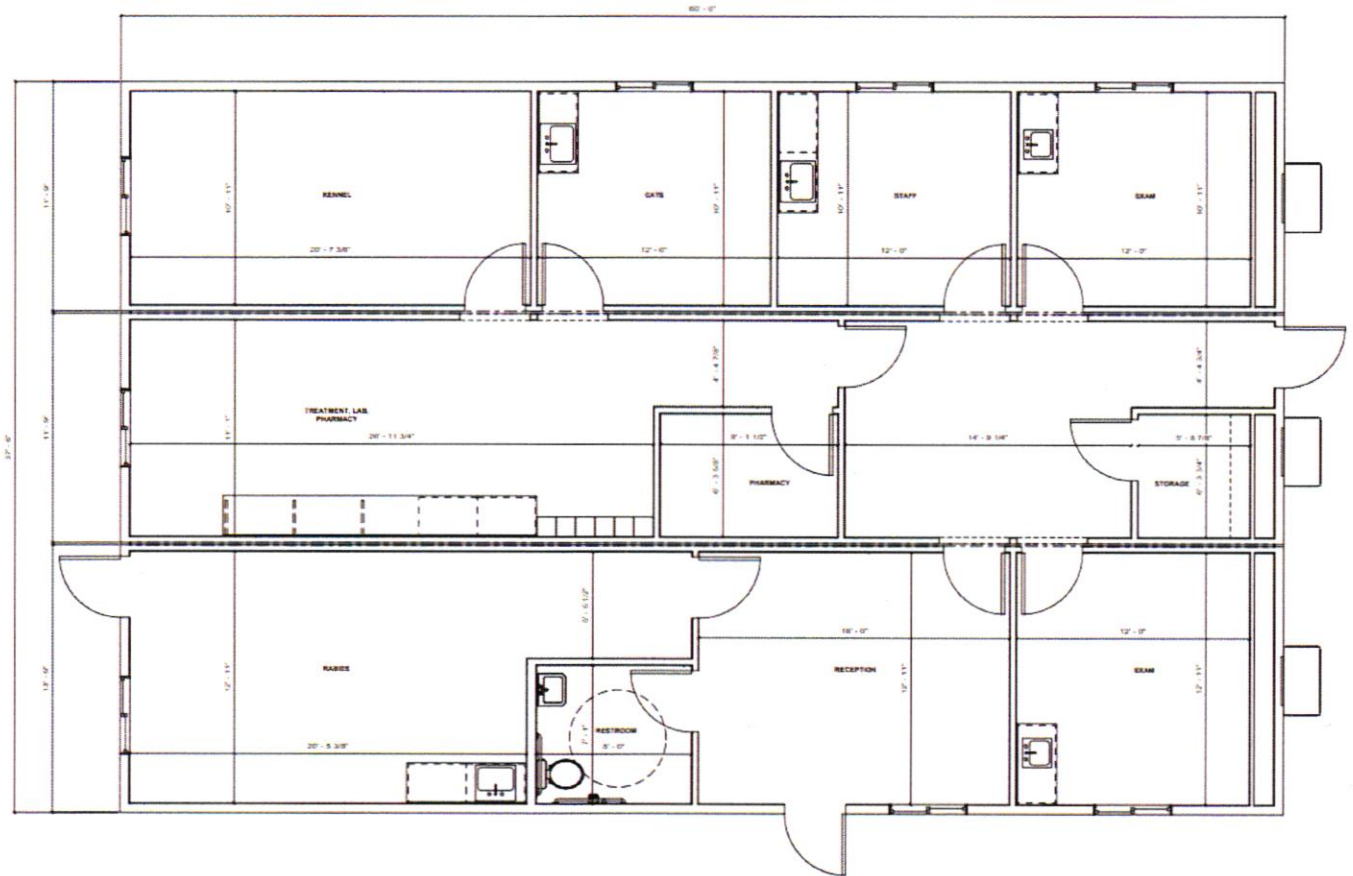
Inesh@apexmodulars.com
Direct Line 845-393-1477 Ext. 1
Cell: 845-541-4567

BY: Issa Nesheiwat of Apex Modular Solutions
& Tom Golian of Whitley Manufacturing



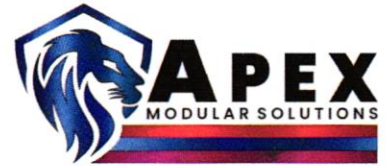
“Dream. Design. Develop”

Proposed Floor Plan



Veterinary Clinic Building Dimensions: 38' X 60'

Total Sqft.: 2280



BUILDING SPECS

ESTIMATOR: TOM GOLIAN
FACTORY: LEOLA
BUILDING: VET CLINIC FORT PIERCE
UNITS: (2) 12X60 , (1) 14 X60
COD FBC , IBC
STATE: FL
QUOTE # 02222024TGFPVET

FRAME:

TYPE: PERIMETER
MAIN BEAM: WF 12X16#/LFT
X-MEMBER: LT GA 8"X12 FORMED CHANNEL @ 24" O.C.
HITCH: BOLT ON
AXLES: FIVE
TIRES: 8:00X14.5 14 PLY

FLOOR:

BTM BOARD: 30 GA. GALV
INSULATION: R-21 KRAFT FACED
DECKING: 3/4" UL PLYWOOD
COVERING: 1/8" VINYL COMP. TILE
COVERING: COMMERCIAL GRADE WELDED SEAM ROLL GOODS
BASE TRIM: 4" VINYL COVE BASE
BASE TRIM: 6" VINYL COVE BASE IN RESTROOM(S)

EXTERIOR WALLS

STUDS: 2"X6" @ 16"O.C.
WALL HEIGHT: 8'-0" FINISH CEILING HGT
COVERING: 1/2" VINYL COVERED GYPSUM GROUP II
COVERING: F.R.P. LAMINATED TO 1/2" GYPSUM
COLOR: TO BE SELECTED FROM MANUFACTURERS STD COLORS
TAPED, FINISHED AND PRIMED BY FACTORY (ALL
SEAMLINES, TRANSIT
COLOR: CRACK REPAIRS AND PAINTING TO BE BY OTHERS)
SHEATHING: 12 GAUGE B DECK
SHEATHING: AIR INFILTRATION BARRIER
INSULATION: 1/2" RIGID FOAM (R-3)
INSULATION: R-19 KRAFT FACED
SIDING: 26 GAUGE COMMERCIAL STEEL
TRIM: STEEL
SKIRTING: 26 GA. COMMERCIAL STEEL (AVE 36"H)

INTERIOR WALLS

STUDS: 2"X4" @ 16"O.C.
STUDS: 2"X6" @ 16"O.C.
COVERING: 1/2" VINYL COVERED GYPSUM GROUP II
COVERING: F.R.P. LAMINATED TO 1/2" GYPSUM
INSULATION: R-11 UNFACED

BUILDING SPECS *Continued...*

ROOF:

RAFTERS:	2X12 S.P.F. #2 @ 16" O.C.
MATE BEAM:	WOOD LAM BEAM
CEILING:	FISSURED SUSPENDED CEILING (24X48 TILE) FINISH CEILING OF 8'-0" TO TOP OF T-GRID NONE (FS-25 CLASS A POLYMAX TYPE FW TO HOLD UP INSULATION)
TRUE CEILING INSULATION INSULATION	R-30 UNFACED (KRAFT FACED WHERE REQ'D W/ GYP) RIGID FOAM (1) INCHES 5/8" PLYWOOD WITH RF ADHESIVE OR FR PLYWOOD DECKING
SHEATHING	
ROOFING:	45 MIL EPDM (WHITE)
VENTS:	AURA ATTIC VENT SYSTEM (SHIP LOOSE COLLARS AND CAPS)

DOORS:

EXT. DOOR:	36X80 18GA INSULATED STEEL W/16GA STEEL FRAME QTY OF (1)
INT DOOR:	36X80 SOLID CORE WOOD W/ STEEL FRAME W/ 5"X20" V.P. WITH GRADE I LEVER LOCKSET WITH TELL GRADE I CLOSER QTY OF (10)

WINDOWS:

SIZE:	36X48 VERTICAL SLIDIER
GLAZING:	LOW E DIG CLEAR
INT. TRIM:	PRE-PAINTED
BLINDS:	1" MINI (ALABASTER)
MISC:	WITH INSECT SCREENS QTY OF ()

ELECTRICAL:

LOADCENTER:	120/240 V. 1-PHASE 60 HZ, 3-WIRE MAIN SIZED AS REQUIRED QTY OF (3)
WIRING:	MC CABLE
INT. LIGHTS:	24"X48" LAY IN LED
EXT. LIGHTS	LED WALL PACK QTY OF (3)
MISC:	EXTERIOR LIGHTS TO HAVE PHOTO CELLS
EGRESS LIGHT	EXIT LIGHT W/ BATTERY PACK QTY OF (6)
EGRESS LIGHT	EMERGENCY LIGHT W/ BATTERY PACK QTY OF (3)
EGRESS LIGHT	EXIT/EMERGENCY LIGHT WITH BATTERY PACK AND REMOTE HEAD QTY OF (3) (ALL EXTERIOR LIGHTS AND REMOTE HEADS ON SIDEWALLS)
MISC:	

BUILDING SPECS *Continued...*

WILL BE SHIPPED LOOSE AND INSTALLED BY OTHERS AT THE SITE)

RECEPTACLES: 110V 20 AMP DUPLEX
 RECEPTACLES: GFI AS REQUIRED
 SWITCHES: 110V 20 AMP
 SWITCHES: 110 VOLT OCCUPANCY SENSOR TYPE
 SECURITY CAMERA DROPS: ½" CONDUIT TO CAMERA J BOX (CAMERA BY CITY)

DATA DROPS: 1/2" NON-METALLIC CONDUIT WIRED WITH CAT 6 TO JBOX IN CELING QTY OF (8)

PLUMBING:

WTR CLST: CHINA TANK TYPE (HANDICAPPED)
 QTY OF (1)

LAVATORY: CHINA WALL HUNG (HANDICAPPED)
 QTY OF (1)

FAUCETS: FAUCETS TO BE SELF CLOSING
 WTR HTR: 40 GALLON ELECTRIC (240 VOLT)
 QTY OF (1)

EXP TANK: EXPANSION TANK (BACKFLOW PREVENTOR BY OTHERS)
 QTY OF (1)

MISC. SINKS: 15"X15" STAINLESS STEEL
 QTY OF (2)

MISC. SINKS: 22" X 25" SGL BOWL STAINLESS STEEL
 QTY OF (3)

FLOOR DRAIN: 3" PVC
 QTY OF (3)

HOSE BIBB: FROST PROOF
 QTY OF (2)

SUPPLY: TYPE PEX
 DWV: SCH 40 PVC
 DWV: CAST IRON

R.RM. ACCESS TOILET PAPER HOLDER
 QTY OF (1)

R.RM. ACCESS PAPER TOWEL DISPENSER
 QTY OF (1)

R.RM. ACCESS GRAB BARS
 QTY OF (1)

R.RM. ACCESS SOAP DISPENSER
 QTY OF (1)

R.RM. ACCESS 18"WX36"H S.S. FRAME MIRROR (HANDICAP ACCESS.)
 QTY OF (1)

H.V.A.C.

HEAT/COOL: WALL HUNG 3.5 TON A/C W/ 15 KW HEAT (11.0 EER)
 QTY OF (3)

MISC: UNITS TO HAVE CRV'S

SUPPLY DUCT: FIBERGLASS DUCT BOARD IN THE CEILING CAVITY



BUILDING SPECS *Continued...*

SUPPLY DIFF.	24"X24" LAY-IN W/ADJ. DAMPER
RETURN DUCT:	FIBERGLASS DUCT BOARD IN THE CEILING CAVITY
R/A DIFF:	24"X24" LAY-IN W/ADJ. DAMPER
EXHAUST FAN:	75 CFM FAN (CEILING MOUNTED) QTY OF (1)
THERMOSTAT:	PROGRAMMABLE

FURNISHINGS:

30	L.F.:	WALL CABINETS (LAMINATE)
30	L.F.:	BASE CABINETS (LAMINATE) W/ LAMINATE COUNTERTOP
38	MISC:	FIRE EXTINGUISHER (10# ABC) WITH A SURFACE MOUNTED CABINET QTY OF (1)
	STATE LABELS:	MBI
	SEALED DWGS:	FL
	THIRD PARTY:	THIRD PARTY LABEL

NOTES:

USE GROUP BUSINESS
TYPE VB CONSTRUCTION (UNPROTECTED)
OCCUPANT LOAD OF (EST 54)
MIN FIRE SEPARATION OF 11'
(PROTECTED OPENINGS , IF REQUIRED ARE TO BE BY
OTHERS)
HANDICAPPED RESTROOM FACILITIES MUST BE
AVAILABLE AT THE SITE AND WITH-IN
A REASONABLE PROXIMITY OF THE SITE
MANUFACTURERS LIMITED WARRANTY IS FOR 1
YEAR FROM THE DATE OF THE MANUFACTURERS
COMPLETION DATE ONLY.
WHITLEY MFG. IS NOT RESPONSIBLE FOR LIQUIDATED
DAMAGES.
WHITLEY MFG. IS NOT RESPONSIBLE FOR LOCAL CODES.

- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR LIQUIDATED DAMAGES.
- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR LOCAL CODES.
- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR DAMAGES DURING TRANSPORT PROVIDED BY THE FREIGHT COMPANY.

BUILDING SPECS *Continued...*

EXCEPTIONS, NOTES, & CLARIFICATIONS:

COPIES OF FINAL ENGINEERED AND APPROVED DRAWINGS WILL BE LIMITED TO (5) SETS. ADDITIONAL SETS, IF REQ'D., ARE AVAILABLE FOR A NOMINAL FEE.

ALL SERVICE SINKS AND DRINKING FOUNTAINS UNLESS SPECIFICALLY CALLED OUT, ARE TO BE BY OTHERS AT THE SITE.

WHITLEY STANDARD WARRANTY APPLIES UNLESS STATED OTHERWISE
WARRANTY CLAIMS NOT REPORTED AND APPROVED WILL NOT BE CONSIDERED FOR REIMBURSEMENT.
ALL BUILDINGS HAVE STANDARD SET-UP ITEMS THAT NEED TO BE COMPLETED BY YOUR SET-UP SUBCONTRACTOR (I.E.- DOOR ADJUSTMENTS, HVAC BALANCING, CROSS SEAM CONNECTIONS, ETC.)
A COPY OF OUR WARRANTY SHIPS WITH ALL COMPLETED PRODUCT
PLEASE LET US KNOW IF YOU WOULD LIKE A COPY IN ADVANCE
WHITLEY MFG. IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ACCIDENTAL OR NEGLIGENT ACTS BY THE TRANSPORTATION COMPANIES.

ALL WINDOWS AND DOORS WILL HAVE A VERTICAL BATTEN AT CORNERS FOR A CONTROL JOINT

EPDM ROOFING MAY NOT BE ONE PIECE BASED ON AVAILABILITY

Please take note that EPDM roofing materials may not be available in one piece based on current availability.

Due to recent pandemics, natural disasters, and tariffs, all quotes are valid for a period of 10 days only. After 10 days, the current material pricing will be reviewed before the quote can be accepted as an order.

The price is subject to change to cover any material price increases. Once the order is placed, all published approval dates must be met by the customer. Whitley reserves the right to pass along any material price increases that may take place if any customer approval dates are missed.

Due to the current volatility in material costs, the pricing for this quote will be revisited 60 days prior to production. Any material price variability will be reflected in the updated price

Transportation - Crane - Building Set Work Scope

ACTIVITY	QTY
36" Concrete Piers Install 36"x24" concrete piers-Fiber mesh in piers ILO any rebar unless specified in foundation plans. Add \$150 per pier if rebar is needed ESTIMATED PIER COUNT ROUGHLY 8' ON CENTER PIERS-8 PIERS PER BEAM- STAMPED FOUNDATION DRAWINGS CAN CHANGE PRICING DEPENDING ON SPECS PRICE INCLUDES TRAVEL FOR PIERS Disclosure for unforeseen boulders, large debris, buried foundations, or any organic material in the ground that will stop the machine from auguring clean footers. Extra time and/or machines to breakup large objects in ground will be charged a T&M price. Pictures will be taken and sent, and authorization will be agreed upon before continuing footers.	32
Spoil Removal Removal of spoils from piers	32
50'-60' Modular setup Modular setup. Price includes block and level w/laser level, set next unit, trim out interior & exterior. (1329 miles)	1
Rubber mate line material 12" rubber mate line material-Factory to supply	1
Floor boards Insert floor mate line boards, sand and or install floor leveler/sand	32
VCT Install Install tile on mate line	64

- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR LIQUIDATED DAMAGES.
- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR LOCAL CODES.
- APEX MODULAR SOLUTIONS IS NOT RESPONSIBLE FOR DAMAGES DURING TRANSPORT PROVIDED BY THE FREIGHT COMPANY.

ACTIVITY	QTY
Remove Hitch Remove hitches	3
Steel Skirting Install steel skirting. Top trim for steel skirting must have backer installed from factory in order to properly install steel skirting. If no backer board is installed, charges will apply for material and labor to install.	196
Skirting vents Install skirting vents-Add \$160 if USM supplies	16
Frame clamp anchors Supply and install perimeter frame clamp for anchors	44
Concrete anchors material Concrete anchors installed in footers-material only-ESTIMATED ANCHORS ALONG WITH AUGER ANCHORS	22
Concrete anchors install Install concrete anchors installed in footers-labor only-ESTIMATED ANCHORS ALONG WITH AUGER ANCHORS	22
Auger Anchors ESTIMATED ANCHORS ALONG WITH CONCRETE ANCHORS INSTALLED IN FOOTERS Install 48" galvanized Auger Anchors in dirt/sand/clay. Extra charges to apply for ground conditions that have large rocks/boulders, etc, that does not allow anchors to be installed without extra digging and/work to remove materials preventing anchor install.	22
Dumpster Price if customer does not supply dumpster-ADD \$750	1
Out of scope work Price may change due to out of scope work that includes the following, but not limited to, unlevel ground conditions, units over the height of 3 block high, translift use to place units where trucks could not reach, soft ground conditions. Priced at a per hour basis of total man hours for extra work. Customer will be contacted for out of scope work before completed unless customer can not be reached within 30 minutes.	1
<u>THIS QUOTE DOES NOT INCLUDE DWV MANIFOLDING OR WATER SUPPLY TIE IN TO BUILDING</u>	



Whitley Manufacturing Co. Inc.
 201 W. First St. South Whitley, IN 46787
 Phone: (260) 723-5131 / Fax: (260) 723-9949 / www.whitleyman.com
 South Whitley, IN / Rochester, IN / Marysville, WA / Leola, PA



Whitley Manufacturing Warranty

LIMITED WARRANTY

WHITLEY MANUFACTURING CO., INC. WARRANTS TO THE ORIGINAL PURCHASER THAT ITS PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN SUBJECTED TO THE NORMAL USE FOR WHICH THE BUILDING WAS DESIGNED, FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FACTORY INVOICE.

NORMAL INTENDED USE IS DEFINED BY THE TYPE OF OCCUPANCY, NUMBER OF OCCUPANTS, STATE CERTIFICATION, FLOOR LOADS, WIND LOADS, AND ROOF/SNOW LOADS LISTED ON THE FINAL DRAWING FOR THIS SPECIFIC UNIT/BUILDING.

ALL WARRANTY REPAIRS MUST BE AUTHORIZED BY WHITLEY MANUFACTURING CO., INC., WHO WILL REPLACE OR REPAIR FREE OF CHARGE (INCLUDING RELATED LABOR BASED UPON FACTORY RATES) ANY DEFECTIVE PART COVERED BY THIS WARRANTY ABOUT WHICH THE PURCHASER HAS NOTIFIED WHITLEY MANUFACTURING AND RECEIVED CONFIRMATION AS EVIDENCED BY AN AUTHORIZATION NUMBER.

WHITLEY RECOGNIZES THAT IT MUST RESPOND IN A REASONABLE AMOUNT OF TIME WHEN GRANTING AUTHORIZATION AND/OR MAKING REPAIRS. WHITLEY FURTHER RECOGNIZES THAT EMERGENCY REPAIRS MAY HAVE TO BE MADE WITHOUT AN AUTHORIZATION TO AVOID FURTHER DAMAGE OR TO PROTECT THE HEALTH AND PROPERTY OF BUILDING OCCUPANTS. WHITLEY RESERVES THE RIGHT TO MAKE FINAL JUDGEMENT REGARDING THE PAYMENT FOR SUCH REPAIRS. OTHER THAN FOR EMERGENCIES AS DETERMINED SOLELY BY WHITLEY MANUFACTURING, WHITLEY MANUFACTURING WILL NOT HONOR UNAUTHORIZED REPAIRS.

UNLESS WHITLEY MANUFACTURING AGREES IN WRITING PRIOR TO THE ORDER OF A BUILDING, WHITLEY WILL ONLY REIMBURSE LABOR AT A RATE AND FOR THE TIME IT WOULD HAVE INVESTED IN REPAIRING THE DEFECT ITSELF. AT LOCATIONS WHERE WHITLEY PERSONNEL ARE PROHIBITED FROM MAKING REPAIRS BECAUSE OF A UNION, ANY DIFFICULTY IN GAINING ACCESS TO THE BUILDING SITE, OR OTHER CIRCUMSTANCES BEYOND THE CONTROL OF WHITLEY MANUFACTURING, THE COST OF ACCESS WILL BE THE RESPONSIBILITY OF THE CUSTOMER AND THE AMOUNT OF REIMBURSEMENT WILL BE DETERMINED AT THE SOLE DISCRETION OF WHITLEY MANUFACTURING ITSELF.

THE WARRANTY RESPONSIBILITY OF WHITLEY MANUFACTURING ONLY EXTENDS TO RETURNING THE UNIT TO ITS ORIGINAL INTENDED DESIGN. IT WILL NOT COVER THE ADDITION OF FEATURES OR IMPROVEMENTS WHICH WERE NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE.

MANY ITEMS WILL VOID THIS LIMITED WARRANTY. FOR YOUR CONVENIENCE A PARTIAL LISTING OF THE REASONABLE RESTRICTIONS AND ACTIONS WHICH WILL VOID THE WARRANTY FOLLOW:

WILL VOID WARRANTY -

- MISUSE
- NEGLECT
- ACCIDENT
- IMPROPER SET UP OR ANCHORING/TIE-DOWN
- LOADING BEYOND BUILDING CODE DESIGN
- TRANSPORT WITH MATERIAL NOT INCLUDED IN THE UNIT FROM THE POINT OF MANUFACTURE - (EXAMPLE: CONCRETE BLOCKS, CONSTRUCTION MATERIALS, FURNITURE, ETC...)
- UNAUTHORIZED REPAIRS
- ALTERATIONS
- THIS LIST IS NOT ALL INCLUSIVE

THIS WARRANTY DOES NOT COVER ANY ITEM, WHICH WHITLEY MANUFACTURING NOTED AS UNWARRANTABLE IN WRITING PRIOR TO CONSTRUCTION.

DEALER PREPARATION AND/OR SITE WORK ARE NOT CONSIDERED WARRANTABLE BY WHITLEY. THESE SERVICES INCLUDE, BUT ARE NOT LIMITED TO:

- SITE PREPARATION
- VERIFICATION OF SOIL BEARING AND FROSTLINE
- REMOVAL AND DISPOSAL OF PACKAGING MATERIALS
- EXTERIOR CLEAN UP AFTER TRANSIT
- MINOR DOOR, WINDOW, AND CABINET ADJUSTMENTS
- SET-UP, BLOCKING, LEVELING, ANCHORING, TIE-DOWN
- RE-CAULKING OF WINDOWS AND DOORS TO FIX MINOR LEAKS AS A RESULT OF TRANSIT
- HOOKING-UP AND STARTING AND/OR CHECKING AND/OR FAILURE TO CHECK INITIAL PLUMBING, GAS, OIL, ELECTRICAL, OR APPLIANCE SERVICES, ANTI-FREEZING OR PLUMBING WHILE IN STORAGE
- APPLICATION OF ALUMINIZED ROOF COATING ON SEAMS OF STEEL ROOFS AND AROUND ALL ROOF PENETRATIONS
- SERVICING APPLIANCES AND COMPONENTS IN ACCORDANCE WITH SUPPLIER/MANUFACTURER'S INSTRUCTIONS
- OTHER WORK NORMALLY PERFORMED BY THE DEALER AND/OR SET-UP PERSONNEL NOT EMPLOYEES OF WHITLEY MANUFACTURING
- ETC.



Whitley Manufacturing Warranty Continued...

WHITLEY MANUFACTURING RESERVES THE RIGHT TO MAKE THE DETERMINATION WHETHER OR NOT AN ITEM IS WARRANTABLE WITHIN THE SCOPE AND INTENT OF THIS WARRANTY.

BECAUSE MANY MATERIALS, COMPONENTS AND APPLIANCES ARE COVERED BY THE WARRANTY OF THEIR RESPECTABLE MANUFACTURERS, WHITLEY MANUFACTURING DOES NOT COVER THEM. THESE ITEMS INCLUDE STEEL COMPONENTS, AXLES, TIRES, BRAKES, WINDOWS, DOORS, AIR CONDITIONERS, WATER HEATERS, FURNACES, PLUMBING FIXTURES, FURNITURE, AND OTHER FURNISHINGS. WHITLEY WILL ACT AS A LIAISON IN SECURING REPLACEMENT OR REPAIR. WHITLEY WILL INVOICE FOR THE COST OF REPLACEMENT OR REPAIR AND THEN ISSUE CREDIT AFTER RECEIVING CREDIT FROM ITS SUPPLIER. HOWEVER, THE FINAL DETERMINATION REMAINS THAT OF THE RESPECTIVE MANUFACTURERS. DEFECTIVE COMPONENTS AND APPLIANCES ARE REQUIRED TO BE RETURNED (FREIGHT PRE-PAID BEFORE CREDIT CAN BE GIVEN).

YOUR WARRANTY PACKET INCLUDES COPIES OF THE SERVICE INSTRUCTIONS FOR ITEMS WARRANTED BY OTHER MANUFACTURERS AND DETAILED WARRANTY INFORMATION. FAILURE TO PROPERLY COMPLETE ANY WARRANTY REGISTRATION WILL VOID THE WARRANTY FOR THAT PARTICULAR ITEM.

THE PURCHASER IS RESPONSIBLE FOR FILING CLAIMS WITH THE CARRIER FOR GOODS DAMAGED IN TRANSIT. WHITLEY DOES NOT WARRANT ANY MATERIAL RECEIVED DAMAGED BY THE CARRIER OR FOR WHICH THE PURCHASER FAILS TO PROPERLY INSPECT UPON RECEIPT.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER.

THIS WARRANTY ONLY APPLIES TO UNITS SHIPPED AND REMAINING IN THE CONTINENTAL UNITED STATES.

WHITLEY ONLY WARRANTS COMPLIANCE WITH LOCAL CODES THAT IT HAS BEEN MADE SPECIFICALLY AWARE OF IN WRITING AND WHICH IT ACKNOWLEDGES COMPLIANCE WITH IN WRITING AT THE TIME OF CUSTOMER ORDER.

WHERE THE PURCHASER HAS SIGNED A WAIVER, OR SPECIFICALLY ORDERED A BUILDING WITHOUT HANDICAP PROVISIONS, ANY WARRANTY FOR STATE AND LOCAL CODES PERTINENT TO THESE REQUIREMENTS IS INVALIDATED. WHITLEY DOES NOT WARRANT BUILDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ACCESSABILITIES GUIDELINES.

WHITLEY RESERVES THE RIGHT TO CHANGE THIS STANDARD WARRANTY POLICY WITHOUT NOTICE.

TIPS FOR MAINTAINING YOUR WARRANTY

- MAKE SURE YOUR UNIT IS TRANSPORTED BY AN EXPERIENCED AND REPUTABLE TRANSPORT COMPANY. ONLY LICENSED PROFESSIONALS WHO REGULARLY ENGAGE IN THE SHIPMENT OF SIMILAR UNITS SHOULD ATTEMPT TRANSPORT. MAKE SURE THEY HAVE ADEQUATE INSURANCE COVERAGE. THE HITCH JACK, AXLES, TIRES, LUGS, BRAKES, AND BEARINGS SHOULD BE INSPECTED AND SERVICED REGULARLY BY A QUALIFIED PROFESSIONAL.
- DON'T TRY AND PULL/PUSH YOUR UNIT INTO A LOCATION THAT THE TRAILER TOWER/SEMI TRACTOR CANNOT ACCESS. IF THE ROAD IS TOO ROUGH OR MUDDY FOR THE TRUCK, YOUR UNIT WILL PROBABLY BE DAMAGED IN THE ATTEMPT TO GET IT THERE.
- NEVER MOVE YOUR TRAILER WITH ANY ITEMS NOT ORIGINALLY SHIPPED WITH THE UNIT FROM THE FACTORY STILL IN THE UNIT. ALL COMPONENTS SHOULD BE SECURED AND/OR LOCKED IN A MANNER IDENTICAL TO THE INITIAL FACTORY PREPARATION FOR SHIPMENT. YOUR UNITS RUNNING GEAR WAS DESIGNED TO CARRY ONLY THE BUILDING ITSELF. (NEVER SHIP CONCRETE BLOCKS IN THE UNIT.)
- MAKE SURE YOUR UNIT IS BLOCKED, LEVELED, AND ANCHORED BY A PROFESSIONALLY LICENSED CONTRACTOR IN ACCORDANCE WITH DOCUMENTATION SUPPLIED BY WHITLEY OR A LICENSED ENGINEER OR ARCHITECT. NEVER USE THE HITCH JACK FOR LEVELING PURPOSES.
- MAKE SURE THAT WATER DRAINS AWAY FROM YOUR NEW BUILDING. WATER STANDING BENEATH THE UNIT WILL CAUSE EXPENSIVE FLOOR PROBLEMS.
- PLAN ON RE-LEVELING YOUR UNIT AFTER INITIAL SETTLING OCCURS. THE FIRST SIGN OF A PROBLEM – STICKING DOORS.
- HAVE A LICENSED PROFESSIONAL CHECK ALL SYSTEMS UPON INITIAL START UP. FOR EXAMPLE: AN ELECTRICIAN SHOULD VERIFY PROPER HOOK-UP AND OPERATION OF THE ELECTRICAL SYSTEM. GAS, OIL, WATER, AND SEWER SYSTEMS SHOULD ALSO BE CHECKED. IT SHOULD BE PART OF YOUR ROUTINE TO INSPECT LIGHTS, HEATERS, FURNACES, AND AIR CONDITIONERS UPON INITIAL HOOK-UP AND TO SERVICE THE ITEMS AS REQUIRED BY THEIR MANUFACTURERS.
- DO NOT TURN ON THE ELECTRICAL BREAKER TO YOUR WATER HEATER PRIOR TO HOOKING UP THE WATER. THIS WILL BURN OUT THE HEATING ELEMENT.
- COAT YOUR ROOF SEAMS AND ALL ROOF PENETRATIONS, AND RE-CAULK WINDOWS AND DOORS AS PART OF AN ANNUAL MAINTENANCE PROGRAM.
- WINTERIZE YOUR UNIT. WHEN STORING YOUR UNIT OR DURING WINTER MONTHS WHEN THE HEAT IS OFF; DRAIN ALL WATER LINES, MAKE SURE THE WATER CLOSET TANK IS EMPTIED, AND PUT ANTIFREEZE IN ALL TRAPS WHERE WATER WILL SIT.
- TREAT YOUR UNIT OR BUILDING JUST AS YOU WOULD ANY OTHER BUILDING OR YOUR HOME. IT NEEDS CLEANED REGULARLY. DON'T LET TRASH ACCUMULATE. PROPER CARE EXTENDS THE LIFE OF YOUR BUILDING AND KEEPS THE WARRANTY VALID.
- IF IN DOUBT, CALL WHITLEY @ 1-260-723-5131.

Budgetary Pricing



Total for 3 Modules (Complete Building) : \$489,177.61

- Crane & Rigging / Erect on Piers, Plumbing X Overs in MOD
Per Scope Provided Total: \$51,825.00
- Freight: \$36,282.50

Sub Total: \$577,285.11

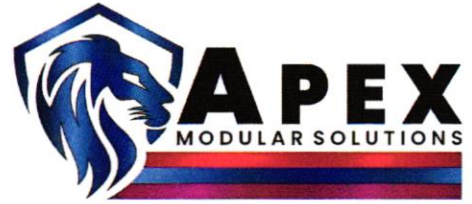
IMPORTANT INCLUSION: We Have
Hurricane-Resistant Floors and
Fenestration In Addition to Small Missile
Resistant Wall Construction INCLUDED In
The Price!

DISCLAIMER:

Pricing for Freight is included in the total cost, with an allowance, and is subject to change at final invoice. Pricing is based on the current market conditions for fuel and freight. It is important to be aware that crane and building set service costs may be adjusted during building assembly, considering the final stamped plans that may require additional work.

Price Does Not Include sitework, foundation, or finish-work such as soffits, gutters, closing in marriage walls, plumbing, water, and electrical connections to the main.

Apex and Whitley personnel will be on site during delivery and setting of building.

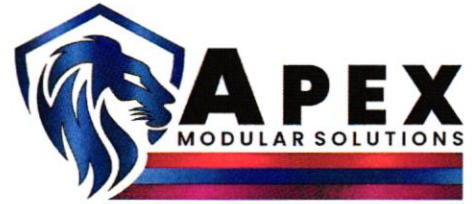


“Dream. Design. Develop”

Payment Schedule

Total Project Price as Indicated with determined values:	<u>\$577,285.11</u>
1. 30% Down Payment Due Before Start:	<u>\$173,185.53</u>
Balance Forward	<u>\$404,099.58</u>
2. Draw #1 Completion Before Shielding	<u>\$121,229.87</u>
Balance Forward	<u>\$282,869.71</u>
3. Substantial Complete & Before Shipping	<u>\$282,869.71</u>
Balance Forward	<u>\$0</u>

ACH/Wire Information Will be Provided at Time Of Payment Remittance

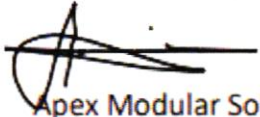


“Dream. Design. Develop”

Authorization and Acceptance of Purchase Agreement

Approved by: Issa Nesheiwat _____

Title: President _____

Signature:  _____
Apex Modular Solutions

Date: 3-4-2024 _____

CUSTOMER

Name: _____

Title: _____

Signature: _____

Date: _____

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are incorporated into and constitute a material part of this Agreement between Contractor and Supplier, and in addition to the provisions set forth elsewhere in this Agreement, Contractor and Supplier agree as follows.

1. Goods.

(a) Supplier shall report directly to the Contractor in such manner and with such frequency as reasonably directed by the Contractor.

(b) The Goods will be delivered in accordance with the schedule set forth in the Project Schedule; and Contractor's work under the Purchase Order will be materially completed in accordance with the Project Schedule. Supplier will construct and manufacture the Goods in a professional and workmanlike manner and upon request by the Contractor, Supplier will prepare and furnish to Contractor reports on the progress of the Goods. The Supplier recognizes that changes may be made in the schedule contained in the Project Schedule and agrees to comply with such changes to the greatest extent practicable provided both parties agree to the change in schedule, documented by applicable change orders to be signed by both Supplier and Contractor.

(c) Unless otherwise set forth on the Purchase Order or Quotation, Supplier will provide all equipment and supplies necessary or appropriate to construct and manufacture the Goods.

(d) It is understood and agreed that Supplier may at its own option, choose to utilize certain subcontractors to perform certain tasks in the Supplier's manufacturing plant without approval of the Contractor

2. Changes.

(a) Contractor may, in writing and without invalidating this Agreement, make changes to this Agreement by altering, adding to or deducting the Goods described in the Purchase Order and Quotation and covered by this Agreement, and the schedule contained in the Project Schedule and the compensation contained on the Purchase Order shall be adjusted to reflect the change contained in the change order. In the event of such a change, notwithstanding any other provision of this Agreement, Supplier shall deliver the Goods as changed without delay unless such changes make for a material or labor change. In the event that the changes are material or labor, Supplier shall deliver the Goods in a reasonable time-frame, in accordance with Project Schedule which shall be amended, and mutually agreed upon between Contractor and Supplier. The parties further agree that any subsequent amendment to the Project Schedule, resulting from material changes to the Goods, materials or labor required hereunder, shall be subject to the mutual agreement of both Contractor and Supplier.

(b) In the event that Contractor makes a change under Section 2(a) and that change results in increased costs to or increased time of performance for Supplier, Supplier shall be entitled to an equitable adjustment, and shall be reflected on an invoice sent by Supplier to Contractor. Supplier will be reimbursed by Contractor for any materials it receives and pays for, ordered in reasonable anticipation to manufacture the Goods, that can not readily be utilized for another project by Supplier, due to cancellation. Once reimbursed, Supplier agrees that the un-used materials belong to the Contractor and the Supplier will make the un-used materials available to the Contractor. Supplier may then follow such notice of claim by submitting to Contractor in writing a good faith claim for an equitable adjustment. Correspondingly, if such change made by Contractor results in decreased costs of or time for the performance for Supplier, Contractor shall be entitled to an equitable adjustment reducing the price of or schedule for Supplier's Goods.

3. Place of Performance. Supplier shall deliver the Goods to Contractor at Supplier's facility in South Whitley, Contractor shall be responsible for all shipping charges and procurement.

4. Compensation.

(a) Contractor shall pay Supplier for the Goods in accordance with the rates, charges, reimbursable expenses and other amounts specified in the Quotation. Quotation shall be updated prior to the signature of Contractor's contract with its customer at time of customer's financing closing.

(b) Supplier will submit to Contractor an original invoice for any amounts payable hereunder for each module as it is completed at the Supplier's facility. The invoice will be in form and content acceptable to, and as may be reasonably specified by, Contractor and will include, without limitation, a detailed description of the Goods completed and an itemization of any reimbursable expenses for such payment period

FULL BALANCE IS DUE UPON SUBSTANTIAL COMPLETION OF BUILDING AT SHOP LOCATION

APEX

5. Warranty. ***AS IS. PLEASE INSPECT UNIT PRIOR TO SIGNING BILL OF LADING. IF WHITLEY PROVIDES TRANSPORTATION, IT REQUIRES WRITTEN NOTICES OF DAMAGES AND PICTURES AS TO ASSUME TRUCKING DAMAGES AT TIME OF DELIVERY***

6. Intellectual Property. Supplier will own all right, title and interest in and to all reports, documents, techniques, know-how, algorithms, software, specifications, plans, notes, drawings, designs, pictures, inventions, data, information and other items authored, produced, created, collected, developed, discovered or made by Supplier in connection with the Goods, together with any and all patent, copyright, trade secret, trademark and other intellectual property rights in any such materials.

7. Personnel.

(a) Personnel will at all times be considered employees or agents of the party providing such personnel and will not for any purpose be considered employees or agents of the other party. Each party shall assume full responsibility for the actions or inactions of the personnel it provides, and shall be solely responsible for the supervision, direction, control, salaries, workers' compensation coverage, disability and other insurance, benefits, and all other obligations required by law relating to its personnel.

(b) Supplier and its employees, agents, and representatives shall cooperate with Contractor in responding to any actual or threatened governmental proceeding or investigation, including, but not limited, actions relating to health and safety or environmental issues. Supplier shall allow Contractor reasonable access to Supplier's employees, agents, and representatives for purposes of investigating or defending any actual or threatened governmental proceeding or investigation.

8. Termination.

(a) Either party may terminate this Agreement upon the other party's material breach of this Agreement, provided that (i) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail, (ii) the breaching party does not begin to cure the breach reasonably acceptable to the non-breaching party within fifteen (15) days following its receipt of such notice, and (iii) following the expiration of the cure period, the non-breaching party sends a second written notice to the breaching party indicating the non-breaching party's desire to terminate this Agreement.

(b) Supplier may terminate this Agreement, in whole or in part, (a) in the event that Contractor does not make timely payment for Supplier's services as provided herein or (b) Contractor's customer does not close on its financing by TBD Supplier must provide written notice of its intent to terminate pursuant to this section. Contractor shall have fifteen (15) days after receiving notice of non-payment from Supplier to make payment. In the event that payment is not received within the thirty (30) day period, Supplier, in its sole discretion may terminate this Agreement immediately.

9. Effect of Termination. If this Agreement is terminated pursuant to and in accordance with Section 8, upon delivery of a notice of termination (a) the parties shall cooperate to effect an orderly, efficient, effective and expeditious termination of their respective activities under this Agreement; (b) Supplier shall return to Contractor any and all items delivered by Contractor to Supplier; (c) Supplier shall reimburse Contractor for any prepaid expenses not incurred prior to delivery of the notice of termination; and (d) the parties' respective rights and obligations under Sections 4, 5, 6, 8,9,11,12,14,15,16,22, and 24 of this Agreement shall survive without limitation as to time. Supplier shall be paid by Contractor for that portion of the Goods manufactured by Supplier whether or not delivered to Contractor and for documented expenses incurred by Supplier. Notwithstanding any terms herein, in the event that Contractor's customer does not close on their financing by TBD \$ 577,285.11 of the payment described in Section 4(d)(a) shall be non-refundable.

10. Compliance with Laws.

(a) Supplier will (a) pay for all local, state and federal income tax and other withholding relating to Supplier's compensation, (b) pay all social security, unemployment, disability and other taxes as required under local, state and federal laws relating to Supplier's employees, and(c) provide all worker's compensation and other insurance relating to Supplier's employees. Contractor shall be responsible for any and all sales or ad valorem taxes relating to the Goods.

(b) Supplier will provide Contractor with such documents and other support materials as Contractor may reasonably request to evidence Supplier's continuing compliance with the provisions of this Section 10.

11. Records and Inspections.

(a) Supplier and Contractor shall maintain records related to the Goods sufficient to meet all applicable Purchase Order requirements, to substantiate all working files containing all deliverable documentation and data acquired and generated by Supplier and the Contractor under this Agreement.

(b) Contractor reserves the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the Goods constructed and manufactured by Supplier, the performance of Supplier's work in connection therewith, and the premises on which such construction, manufacture and work activities are performed. If any inspection or evaluation is made by Contractor on the premises of Supplier, Supplier shall provide all reasonable access to such facilities and assistance for Contractor's safety in the performance of the inspection or evaluation.

(c) Such examination, inspection, or evaluation shall not relieve Supplier of any of its obligations under this Agreement.

12. Non-Waiver of Rights. The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Agreement.

13. Severability. If any covenant, condition, term, or provision contained in this Agreement is held or determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

14. Conflicting Provisions. This Agreement and any attachments, exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision, to the extent it conflicts, shall be deemed removed and replaced with the governing provision herein. To the extent that any attachment conflicts with one another, the following order of governance shall apply: Terms and Conditions, Standard Warranty, Drawings and Specifications, Quotation, Scope of Work, Project Schedule, and Purchase Order.

15. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its laws relating to conflict of laws.

16. Disputes. Any and all claims, controversies, or disputes arising out of or relating to this Agreement, including without limitation, any claim, controversy, or dispute concerning any threatened, alleged, or actual breach of this Agreement or any determination, negotiation, or agreement reached by the parties under this Agreement (each a "*Dispute*"), shall be resolved exclusively as set forth in this Section 16. No pending arbitration pursuant to this Section 20 shall excuse the full and timely performance of any party of its obligations under this Agreement or extend, postpone or otherwise delay the time for performance by any party of its obligations hereunder, but both parties hereto shall continue to perform this Agreement as if such arbitration had not been initiated

(a) The Dispute shall first be submitted in writing to each the persons listed by the parties in Section 20, and such designated representatives shall attempt to resolve the Dispute within thirty (30) days of such submittal.

(b) If the designated representatives are unable to resolve the Dispute within the 30-day period provided in Subsection (a) and either party wishes to continue to pursue the Dispute, that party shall submit the Dispute in writing to the chief executive officer of each party for resolution, and such officers shall attempt to resolve the Dispute within thirty (30) days of such submittal. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time.

(c) If good faith negotiations among the chief executive officers are unsuccessful within the 30-day period provided in Subsection (b), the parties agree to resolve the dispute by litigation, governed by the laws of the State of Indiana, jurisdiction of the courts of Allen County for purposes of enforcement of this Agreement. The party not prevailing will pay all costs and expenses, including reasonable attorney's fees, incurred in enforcing any terms, covenants and indemnities provided herein.

17. Interpretation. The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement and has had the opportunity to discuss this Agreement with their respective legal counsel; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

18. Multiple Copies or Counterparts of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts.

19. Notices. All notices or other written communication required or permitted to be given under any provision of this Agreement shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party addressed to its mailing address set forth on the signature page of this Agreement, or such other address as a party may designate in writing to the other party. Additionally, notices sent by any other means (U.S. mail, facsimile, overnight delivery, courier, electronically or otherwise) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. Unless otherwise notified in writing, the designated point of contact for matters related to this Contract shall be:

For Contractor: Contractual: _____ Technical: _____

For Supplier: Contractual: Issa Nesheiwat, Technical:
Apex Modular Solutions

20. Relationship of Parties. Supplier will be at all times an independent contractor, and not an employee or agent, of Contractor in connection with the performance of the work as set forth in this Agreement. Supplier will (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Contractor; (b) not be entitled to any workers' compensation, pension, retirement, insurance or other benefits afforded to employees of Contractor; and (c) retain full control over the manner in which it constructs and manufactures the Goods and performs all work in connection therewith. This Agreement will not be construed to create a partnership, joint venture or employment relationship between Supplier and Contractor. Supplier agrees that this Agreement herein will be on an exclusive basis; and that Supplier, its affiliates or subsidiaries, shall not directly or indirectly participate in or contribute to proposals being submitted by potential competitors in response to any prime contract.

21. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

22. Waiver or Modification. This Agreement may not be modified, and no part or parts hereof waived, except by an instrument in writing specifically referencing this Agreement and signed by both parties hereto.

23. Force Majeure. Neither party to this Agreement will be liable to the other party for delays in performing the work, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of Government authorities, extraordinary weather conditions, other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Contractor will equitably adjust schedule and compensation under any affected schedule issued under this Agreement to address any force majeure condition.

24. Entire Agreement. This written Agreement contains the entire understanding and agreement of the parties, as to the topics described herein. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein.