

CONTRACT
Concrete Repair, Painting and Associated Work

THIS CONTRACT is made and entered into this 3rd day of April, 2025 ("Effective Date"), by **OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.** (hereinafter referred to as "Association") and **MCW RESTORATION SERVICES, LLC.** Florida License No. CGC1524582 (hereinafter referred to as "Contractor"). This Contract, as well as all exhibits, specifications, drawings, and plans, shall be hereinafter collectively referred to as the "Contract" or "Contract Documents." All references to "days" as set forth throughout this Contract shall be construed to mean "consecutive calendar days" unless otherwise stated. In the event of a conflict between Exhibits "1", "2", "3", "3A", "4", "5", "5A", "6", "7", and the pages of this Contract (hereinafter the "Text of the Contract"), the text of this Contract shall govern. The Exhibits to this Contract are as follows:

"1"	Project Manual for Concrete Repair and Painting Project and Waterproofing dated October 1, 2024 and Drawing Sheet Nos: S-1 through S-7 inclusive dated October 1, 2024 by Engineer and Benjamin Moore & Company Specifications & Product Data
"2"	Schedule
"3"	Bid Form
"3A"	AIA Document G701 Change Order, G702, "Application and Certification for Payment" supported by AIA Document G703, "Continuation Sheet"
"4"	Hurricane & Inclement Weather Procedures
"5"	Insurance by Contractor
"5A"	Certificate of Insurance
"6"	Contractor Warranty Form
"7"	Benjamin Moore & Company Ten (10) Year Limited Warranty Form

1. Association's Engineer:

The Association's Engineer is Swaysland Professional Engineering Consultants, Inc. ("Engineer").

2. Description of Work:

Contractor shall furnish all work, labor, equipment, supervision and material required by this Contract according to the "Project Manual for Concrete Repair and Painting Project and Waterproofing dated October 1, 2024" and Drawing Sheet Nos: S-1 through S-7 inclusive dated October 1, 2024 by Engineer and Benjamin Moore & Company

Specifications & Product Data (hereinafter referred to as "Specifications"), relative to concrete repair, painting and associated work at the Ocean Trail No. V Condominium" ("Project"). The Specifications are labeled and attached to this Contract as Exhibit "1". The labor, equipment, supervision, and material to complete the work as described in Exhibits "1" and "3" will be referred to throughout this Contract as "Work". All references in Exhibit "1" to the AIA Agreement as described in Document 00811 entitled "Supplementary Conditions-AIA and in Section 01010 "Summary of Work", Paragraph 1.6 A "Contract Type "are deleted and will not be part of this Contract.

During the course of performing the Work, Contractor shall comply with any and all applicable national, state, county, municipal codes, ordinances and regulations, including but not limited to, the Florida Building Code along with Palm Beach County Amendments ("Florida Building Code"), Town of Jupiter rules, ordinances, and regulations, the Contract Documents, standards promulgated by International Concrete Repair Institute ("ICRI"), as well as all applicable construction practices for this type of Work performed in Palm Beach County, Florida. To the extent of any conflict between the standards set forth in this Contract and Exhibit "1", the standards set forth in this Contract will govern.

In performing its obligations under this Contract, Contractor shall be deemed an independent Contractor and not an agent or employee of Association. Contractor shall have exclusive authority to manage, direct and control the Work. Contractor shall have exclusive authority to manage, direct, and control the means, methods, techniques, sequences, and procedures of the Work subject to applicable provisions set forth in the Contract Documents.

3. Timely Completion:

- a) "Substantial Completion" of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
 - (i) All applicable approvals commensurate with the Work completed that have been issued by the appropriate Governmental Authorities.
 - (ii) Restoration of all utilities to operation that have been affected due to Contractor's failure to exercise reasonable due care during performance of the Work.
 - (iii) All Work has been completed except for punch list items of Work.
 - (iv) Engineer has issued its written acceptance of the Work performed by Contractor and Engineer has executed and delivered to the Association a Certificate of Substantial Completion.

The commencement date for the Work shall occur within fourteen (14) days from the date that all permits have been issued, time being of the essence ("Commencement Date"). Contractor shall expedite the application for and obtain all permits for the Work.

Contractor shall achieve Substantial Completion of the Work on or before Two Hundred Forty (240) days from the Commencement Date, time being of the essence. Contractor shall be entitled to extensions of time to complete all Work as provided for in this Contract.

The Contractor will perform the Work based upon the "Schedule" labeled and attached to this Contract as Exhibit "2" ("Schedule"). The Schedule will include: i) the sequence of how the Work will be performed at the Project and ii) a description of the locations where Work will be performed to enable the Association to provide reasonable notice to those unit owners as set forth in Paragraph 6(d) below. The Association's review of the Schedule shall not be construed to constitute an acceptance of the Schedule by the Association; however, the Association shall notify Contractor in writing of any objections to the Schedule. Contractor will perform its Work in accordance with Exhibit "2".

The Contractor will update the Schedule every seven (7) days from the Commencement Date and will also submit an Updated Schedule at each Project Meeting and with each Application for Payment as required in Paragraph 4(b) of this Contract.

Prior to commencement of the Work, Contractor shall designate, in writing to the Association, the identity of its on- site project manager/supervisor for approval by the Association. Once approved by the Association, the project manager/supervisor will not be removed and/or replaced by the Contractor absent approval of the Association. All subcontractors to be utilized by Contractor to perform the Work shall be subject to approval by the Association and its Engineer and approval will not be unreasonably withheld.

Contractor shall maintain a daily log containing a record of weather, subcontractors working on the site, the number of workers, equipment on site, Work accomplished, problems encountered, delays and similar relevant data including locations where Work is being performed. The Association and Engineer shall have access to the log and copies shall be provided to the Association and Engineer, upon request to Contractor or as otherwise provided in this Contract. Contractor will provide all its documents relating to the Project

in electronic format or via a file sharing document program that can be accessed by the Association, during the performance of Work and upon Final Payment

Meetings will be conducted at the Project to discuss the status of the Work on a specified day of the week and at a time mutually agreed upon by the Association, Engineer, and Contractor. Contractor along with appropriate subcontractors (when requested by the Engineer) shall attend all meetings. At the Weekly Meetings, the Contractor will provide a written report of all Work completed along with an anticipated completion date for all Work. The Engineer will prepare and distribute meeting minutes to all attendees within forty-eight (48) hours from the conclusion of each meeting and be approved at the following meeting.

- b) Time is of the essence with respect to this Contract, and any material breach of same shall go to the essence hereof.
- c) Contractor agrees to diligently commence and continuously perform such Work to achieve Substantial and Final Completion.
- d) For each day when Work is performed, Contractor shall furnish enough forces to timely perform and complete the Work as well as an English-speaking superintendent and a dedicated Project Manager. Contractor will also provide a full time on-site non- working supervisor during the performance of Work. Contractor will provide continuous supervision of the Work from the Commencement Date up to and including the date of Final Completion while Work is performed at the Project. Contractor and its subcontractors shall work such hours as may be necessary to ensure prosecution of the Work in accordance with the Schedule.
- e) Failure of Contractor to comply with the requirements hereof shall be grounds for determination that Contractor is not pursuing the Work with such diligence as will ensure completion within the time specified and such failure constitutes a material breach of the conditions of this Contract.
- f) Contractor shall not be entitled to a claim for damages on account of hindrance or delays occasioned by an act of God, or force majeure ("Excused Delay"). As used within this Agreement, the term "force majeure" shall mean, by way of example, and not in limitation, strike, labor dispute, unusual delay in transportation, pandemic(s), viruses, declared National, State and/or Local Emergencies that impact upon the ability of the Contractor to perform the Work as well as the inability to procure materials or any other causes beyond the Contractor's reasonable control as well as to relieve the Association to timely perform its obligations under this Agreement. Such act, hindrance, or delay

resulting from an Excused Delay that impacts the critical path of the Work shall only entitle Contractor to receive an extension of time as to the date for Substantial and/or Final Completion as referenced in Paragraph 3 above as its sole and exclusive remedy. A force majeure shall not release the parties from their obligations under this Agreement. Engineer shall approve extensions of time for weather delays that impact the Contractor's ability to proceed with the Work and approval will not unreasonably be withheld. All extensions of time for Excused Delays shall be authorized only by a written change order executed by the Association, Contractor, and Engineer in accordance with this Contract. Time extensions for Excused Delays will not be approved unless formally submitted in writing for approval with appropriate supporting documentation, including but not limited to, Contractor's Daily Log applicable for the period relevant to the delay. The Contractor's Daily Log will promptly be made available to the Association, Engineer for review and copying upon written request to the Contractor. Contractor's failure to provide such written notice to the Association within seven (7) days of first knowledge of an event that results in a delay shall deprive Contractor of its right to claim an extension of time. Contractor shall provide Association with all supporting documentation of a delay within ten (10) days of first knowledge of an event that results in a delay. Engineer will recommend to the Association whether an extension of time for weather delays is appropriate. This "no damage for delay" clause will encompass any damages for delay or disruption even if Contractor completes the Work in a timely fashion in accordance with Paragraph 3 of this Contract. Damages as referenced in this "no damage for delay clause" shall include any type of damages that are or could be awarded by any court or arbitration panel, such as, by way of general example but not limitation, tort, contract, strict liability, liquidated and/or punitive damages, damages for additional general conditions. By way of specific example, but not limitation, damages as referenced within this clause includes loss of use, loss of profits, overhead and repair costs, cost of capital, replacement, loss of wages, pain and suffering, loss of production costs to replace the facilities, equipment and/or product loss, increased or extended home office overhead, increased general conditions, loss of bonding capacity, loss of use, decrease in value, idled equipment, mobilization expenses, demobilization expenses, and/or any other item of damage or loss. Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract. The Association agrees that it will not suspend the Work for causes except those outside its reasonable control such as a force majeure event.

- g) Contractor shall correct any Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after

completion and whether fabricated, installed or completed. The provisions of this Paragraph shall also apply to Work performed by subcontractors and sub-subcontractors, as well as to Work performed by direct employees of Contractor. The Engineer will resolve all disputes concerning the Work between the Association and Contractor as to any Work rejected or failing to conform to the Contract Documents. This dispute resolution procedure shall not prejudice either party from later disputing the determination of the Engineer and pursuing all other available legal remedies. As to all Work that requires inspection, the Contractor shall provide advance written notice to the Engineer when the items of Work will be completed along with a reasonable time to enable the Engineer to inspect the Work prior to being covered by finishes or otherwise. To the extent that the Contractor covers the Work performed without providing the Engineer with reasonable notice and an opportunity to inspect, the Contractor, at the request of the Engineer, will be required to uncover those areas that have been concealed to enable inspection to occur at the sole cost and expense of the Contractor.

- h) Liquidated damages will be assessed if Contractor fails to timely achieve Substantial Completion of the Work on or before the 247th (240 days plus a 7 -day grace period) from the Commencement Date along with extensions of time as provided in the Contract Documents, time being of the essence. In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 3(a) above (247th day), in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled date of Substantial Completion may cause grave injury and damage to Association by virtue of loss of use, extension of overhead costs, additional costs of engineers, consultants and otherwise. Accordingly, the calculation of the actual damages to Association would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work on or before the 245th day from the Commencement Date as outlined above and has not obtained written authorization for such delay by an extension of time as provided in the Contract Documents, time being of the essence, then the parties hereto agree that as liquidated damages and not as a penalty, the Contractor shall pay to the Association an amount equal to \$750.00 for each day or portion thereof, that the date of completion is later than the date for Substantial Completion set forth above with the seven (7) day grace period. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Association in accordance with a properly executed change order issued in accordance with this Contract. All such liquidated damage amounts, if any, shall be paid by Contractor to Association weekly, immediately upon each such failure of Contractor to comply with the Substantial Completion

date for the Work as set forth above. If the Contractor fails to make any one or more of the payments to Association as required under this Article, the Association will have the right to deduct all such amounts from the next sequential progress payment and/or Final Payment, as described in Article 4. Contractor will be entitled to receive an Early Completion Bonus equivalent to \$750.00 per day ("Early Completion Bonus") for each day it achieves Substantial Completion earlier than twenty-two (22) days before the scheduled date of Substantial Completion. To the extent applicable, the Early Completion Bonus will be paid at the time of Final Payment.

4. Contract Sum and Payments:

- a) Contractor agrees to organize, coordinate, administer, supervise, direct and construct and restore all portions of the Work based upon the lump sum and unit prices as set forth in the Bid Form labeled and attached to this Contract as Exhibit "3" in the total amount of One Million Seven Hundred Fifty Thousand Five Hundred Twenty Eight Dollars and Zero Cents (\$1,750,528.00) plus any applicable escalation for ALT.4 Railings as per Exhibit 3 Bid Form, to recover full amount of any higher prices when order is placed. ("Contract Sum").
- b) The Association shall not be liable for any cost increases associated with labor and material that arises during the Project except as described below. The Contractor assumes all risks and responsibilities for performing all Work for this amount, subject to written change orders issued in accordance with this Contract. The parties acknowledge that the total Contract Sum may be more or less than the Contract Sum referenced in this Contract depending on the quantity of Work performed by the Contractor. If additional or fewer unit quantities are required to complete the Unit Priced Items of Work (as described in Exhibit "3"), the Contract Sum will be adjusted upward or downward based upon the unit prices set forth in Exhibit "3." Work deleted or added from the unit price quantities specified in Exhibit "3" will result in a dollar-for-dollar change to the Contract Sum as reflected in a written change order executed in accordance with this Contract. Contractor acknowledges and agrees that payment will only be due for actual quantities of Work performed by Contractor. Contractor acknowledges and agrees that it will have no claims as to the Association if the quantity of unit price items of Work performed is less than the quantity of the Work specified by the Contract Documents. The Contract Sum is inclusive of all costs and expenses associated with the Work including taxes, as well as the cost to haul debris away from all areas of the Project. The scrap value of components removed during the performance of the Work will belong to the Contractor. Permit fees are in addition to the Contract Sum and such fees will be

paid directly by the Association to the Authority Having Jurisdiction over the Work. To the extent that additional work outside the scope of the Contract is requested to be performed by the Association, such Work shall first be authorized by a properly executed change order, (G701) and the value of the change order work calculated in accordance with Paragraph 14 of this Contract. Contractor shall be entitled to reasonable extension of time to complete all Work to the extent that a) additional unit quantities performed exceed the original estimated quantities set forth in Exhibit "3"; b) for additional work outside the original scope of the Contract Documents performed at the direction of the Engineer pursuant to a properly executed written change order or a written field directive executed by the Engineer with approval of the Association in accordance with this Contract. The Contractor's request for additional days based on additional unit quantities must specify in writing, the additional quantities provided, and a proportionate amount of additional time and proportionate general conditions costs necessary to perform the additional quantities based on the value of the original estimated unit quantities and approved as determined by the Engineer. Optional items shown on Exhibit "3" will be provided to the Association at the listed cost, if the Association requests that these items be performed

- c) The Association will pay Contractor a portion of the Contract Sum in the amount of Sixty Thousand Dollars (\$60,000.00) as a "Mobilization Fee" to be paid and due on the first day of Mobilization as confirmed by the Engineer. The balance of the Contract Sum will be paid based upon the progress of the Work performed by Contractor and approved by the Engineer. The Contractor shall submit its Applications for Payment at fifteenth (15th) day of each month. The form of such payment requests shall be a notarized AIA Document G702, "Application and Certification for Payment" supported by AIA Document G703, "Continuation Sheet," which will also be used as a Schedule of Values in the form labeled and included in the attached documents to this Contract as Exhibit "3A" showing all items of Work to be completed by Contractor and broken down by that portion of the Contract Sum completed with each Application for Payment. In addition, as a condition precedent to payment, Contractor shall deliver to Engineer an updated Project Schedule, including drawings that show the repair locations and applicable measurements of the repairs with each Application for Payment showing all changes in the status of completion of the Work that occurred since the prior Application for Payment as well as planned Work to be performed at the Project. Any reasonable objections to Work performed shall be given, in writing, to Contractor within ten (10) days from the receipt of the Application for Payment by the Engineer and, if no objections are made, then the Application shall be deemed approved, and payment shall be tendered to Contractor within seven (7) days thereafter. The Association will timely pay Contractor all undisputed amounts due

under a given Application for Payment as provided in this paragraph and will only withhold those disputed amounts as authorized by this Contract. The Association will withhold a ten (10%) percent retainage from all payments made to Contractor (not applicable to the Mobilization Fee) to secure completion of all Punch List items of Work and other obligations pursuant to the Contract for the Work. Release of retainage shall be in accordance with the requirements of Exhibit "1" and subject to satisfaction of all conditions precedent as described in Paragraph 4(g) below. With respect to this Paragraph, the Association shall be entitled to withhold portions of the retainage from payment to the Contractor based upon Contractor's failure to comply with its material obligations under this Contract. The Association shall be responsible for making sure Engineer reviews invoices within the 10 days provided in this Contract. If no comments are made by the Engineer within that time, it shall be deemed approved, and payment is due no longer than 7 days later (total of 17 days from day of submission). In the event the Engineer disputes an item listed in an Application for Payment, a new Application for Payment will be submitted that reflects removal of the disputed item before payment is made to the Contractor by the Association.

Contractor may advance purchase materials for the Work that are approved in advance by the Engineer. These purchased materials will be set forth in an Application for Payment and paid once approved by the Engineer. All materials purchased as described above will become the property of the Association and delivered to the Association in the event of termination of the Contractor under this Contract. The Contractor shall be responsible for protecting these materials stored on the Project site until incorporated into the Project.

- d) Contractor shall notify the Association when the Work is Substantially Complete. At that time, the Engineer will perform an inspection of the Work and if appropriate, will issue a Certificate of Substantial Completion within each area of work at a time and prepare a written Punch List for the Work and furnish it to Contractor within fifteen (15) days. Engineer shall issue one comprehensive Punch List of items for Contractor to perform to achieve Final Completion within each area of work at a time; any items not included within the Punch List, but those that can be readily observed within each area of Work at a time, shall be considered warranty repairs. All Punch List items of Work shall be promptly completed in a good and workmanlike manner in accordance with this Contract within thirty (30) days from delivery of the Punch List to the Contractor subject to extensions for factors beyond control of Contractor.
- e) All Work under this Contract shall be subject to the approval of the Engineer, which approval shall not be unreasonably delayed or withheld. As a condition

precedent to receiving any payment hereunder, Contractor shall submit to the Association Partial Waivers and Releases of Lien and a Progress Payment Affidavit for Work completed or materials supplied or, if completion is final, Final Waivers and Releases of Lien from all persons or entities who supplied labor or materials to the Project who are not in privity with the Association.

- f) Payments due to Contractor may be withheld by Association on account of defective Work not remedied, or, if Contractor has been paid for the Work as required by the Contract Documents, claims filed by third parties that performed Work on behalf of or at the direction of the Contractor, reasonable failure of Contractor to make payments properly to subcontractors or for materials or labor. If any of the foregoing said causes is not removed or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the Work hereunder or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after ten (10) days written notice and opportunity to cure to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor. In addition to the foregoing rights and remedies, Association may terminate the Contractor, in accordance with Paragraph 12 of this Contract. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in Paragraphs 4 (a) through (h) inclusive of this Contract.
- g) Except as otherwise provided in the Contract Documents, neither Association's review, approval nor payment for any Work rendered under this Contract shall be construed to operate as a waiver of any rights under this Contract of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable to the Association in accordance with the applicable law for all damages to the Association caused by Contractor's failure to properly perform any portion of the Work furnished under this Contract. The rights and remedies of the Association provided for under this Contract are in addition to other rights and remedies provided by law.
- h) Upon completion of all Work under this Contract and before Final Payment will be issued, Contractor shall satisfy the following conditions precedent to Final Payment along with those specified in Exhibit "1":

- (i) Deliver to the Association all warranties, final certifications, and similar documents as well as to provide documentation to demonstrate that all building department requirements within the reasonable control of the Contractor have been satisfied and all warranty drawings by Contractor showing all repair locations and measurements have been furnished to the Association and Engineer.
- (ii) Complete all Punch List items of Work.
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements.
- (iv) Complete final clean up including repair, replace or restore any items damaged because of Contractor's failure to exercise due care in the performance of Work.
- (v) Deliver to the Association Final Waivers and Releases of Lien from all subcontractors, and suppliers.
- (vi) Deliver to the Association a Contractor's Final Payment Affidavit in accordance with Section 713.06, Florida Statutes.

The Association will release retainage to the Contractor no later than fourteen (14) days after the above conditions have been satisfied. Neither the Final Payment nor any provision of the Contract Documents, nor partial or entire use of occupancy of the premises by the Association, shall constitute an acceptance of the Work not performed in accordance with the Contract Documents, or relieve Contractor of liability in respect to any express warranties or responsibilities for any faulty materials or workmanship as described in this Contract.

5. **Contract Costs:**

- a) The Contract Sum includes all transportation, storage, equipment, scaffolding, swing stages, shoring, supplies, labor, supervision, and materials, necessary for a complete and functional installation, for the Work described in the Contract Documents. If labor and materials are to be furnished to perform work outside the scope of the Contract Documents, Contractor shall secure a written change order authorized by Engineer and the Association prior to performing any additional Work. All Work performed by Contractor or its subcontractors to make Contractor's Work comply with all applicable building codes, specifications and standards as referenced in Paragraph 2 above, or interpretations thereof in effect at the time of the execution of this Contract, shall be performed by Contractor at no additional cost to the Association.
- b) Contractor shall provide all notices so as to comply with all local ordinances, requirements of county building codes and of federal, state and municipal

authorities which are applicable to the Work, local, municipal, sanitary laws and rules and regulations, specifically including and not limited to, all local, state and federal OSHA and EPA safety and environmental regulations, and all orders both present and future, and interpretations of such ordinances, including but not limited to noise ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirement laws, rules and regulations are set forth in this Contract, or the Contract Documents. Contractor shall secure, in its own name and right, and pay for all licenses and registrations necessary for the execution of the Work. The Contractor shall not be responsible for the cost of testing for or remediation of any lead or asbestos containing materials already present at the Project site or existing in the areas where Contractor will demolish, remove, repair, or remediate any areas materials under the Contract Documents unless Contractor fails to exercise reasonable care in handling the material upon discovery.

- c) Contractor shall pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid.
- d) Contractor shall pay all applicable local state and federal taxes, including sales and use taxes, in connection with its Work. Contractor represents that this is a non-union project.

6. Supervision:

- a) Contractor shall supervise and direct the Work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract. Contractor shall always enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to it; however, Contractor shall not be responsible for the Work performed by any other party not hired by or on behalf of Contractor. Contractor warrants and represents to the Association that all Work performed that requires certain licenses under Chapter 489, Florida Statutes will be acquired and maintained for the performance of the Work. As an inducement for the Association to enter this Contract, Contractor warrants and represents to the Association that consumption of alcohol and use of drugs by its laborers, employees and representatives is expressly prohibited for this Project.

- b) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work required by Exhibit "1". It shall take all reasonable protection to prevent damage, injury or loss to: (i) all employees on the Work and other persons who may be affected thereby; (ii) all the Work and all materials and equipment to be incorporated therein; and (iii) other property at the site or adjacent thereto including but not limited to parking areas, pool deck, and building exteriors. Contractor shall provide all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority, including but not limited to, O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury, or loss. The Contractor shall not be responsible for any damage caused by the Association or any third party over whom it does not exercise control. All subcontractors engaged by Contractor must be disclosed to the Association, in writing, before commencement of the Work and will be subject to the approval of the Association which approval will not be unreasonably withheld. Before commencement of Work in an area, the Contractor shall provide written notification to the Association and its Engineer which areas that will be designated as a "construction zone." The Contractor will provide the Association with a written schedule showing areas designated as a "construction zone" and the anticipated date(s) that such areas will be converted into a "construction zone". All construction zone areas shall be accessed only by the Contractor and its authorized personnel, which include the Engineer during the performance of Work. The Contractor shall not be responsible for injury to persons or damage to property that results from personal property left within or unauthorized intrusions into designated "construction zones, as long as Contractor provides the Association with sufficient advance notice as to the location of designated "construction zones" and exercises reasonable care in sufficiently marking those areas off from use by unit owners and its guests. Contractor will provide as required by the Engineer, all overhead protection to all areas used by unit owners and their guests to gain safe access to interiors of the buildings comprising the Project.

Contractor shall promptly remedy all damage or loss caused by the Contractor and/or any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them is liable resulting from their failure to exercise due care under the circumstances in performance of the Work, except as otherwise provided in the Contract Documents. Contractor shall be responsible to Association for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor, including regarding damages to any persons or property. The foregoing obligations of Contractor are in addition to its obligations pursuant to Paragraph 10 below.

- c) Contractor shall timely review, approve and submit all Product Data and Samples required by the Engineer and the Contract Documents. All Work performed by Contractor shall be performed in accordance with approved submittals.
- d) Contractor shall exercise reasonable due care to protect and prevent damage to all areas surrounding the areas where Work is being performed. All precautionary measures will be subject to approval by the Engineer prior to the Commencement Date and approval will not be unreasonably withheld. Contractor shall protect the Work from damage due to climate. The Contractor shall protect the sidewalk, swimming pool, and all common areas from damage along with all areas adjacent to where Work will be performed or where tools and materials are stored. If it is identified by the Engineer that the Contractor has damaged sod, plantings, sprinklers and landscaping located at 10' or more from the areas that are being worked on, then the Contractor will be responsible for all costs and expense to replace and or repair these items but only if the Contractor fails to exercise reasonable due care in the performance of the Work resulting in damage to these areas. The notice to unit owners will be based upon the Schedule, along with written updates, delivered to Association by Contractor during performance of the Work. Contractor shall prevent damage to the unit interiors to the extent reasonably practicable but will not be responsible for damage unless the damage was caused by Contractor's failure to exercise due care in performance of the Work, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor relating to the performance of Work. To the extent damage to Association property occurs because of the negligent acts, conduct and/or omissions of Contractor, all damaged areas shall be repaired and/or replaced at Contractor's sole expense. At a date and time as agreed upon by the Association prior to commencement of the Work, Contractor shall video tape or take digital photographs of the condition of all areas adjacent to the building prior to commencement of Work and provide the Association with a copy of it. The Association or its designee may accompany Contractor while the videotaping or the taking of digital photographs is performed. All Work and storage areas shall be maintained in a neat/clean condition. Contractor shall prepare progressive drawings of all locations where actual Work was performed to be submitted to the Engineer with each payment application where applicable for review. Contractor will only be liable for those damages caused or contributed by its own acts and/omissions as well as their employees, subcontractors, suppliers, and agents. Contractor will not be liable for damages caused by third parties over whom it does not exercise control. Contractor shall not be responsible for damage to windows and sliding glass doors that may occur during the application of protection except to the extent that Contractor fails to exercise reasonable due care in the performance of this Work.

- e) Should adverse conditions such as severe storms be forecasted, Contractor shall promptly take all necessary precautions to remove any pipe scaffolding or swing stage scaffolding or any other materials or debris which could be moved by the winds and become projectiles including but not limited to the tie down of all the Contractor's scaffolding and equipment. and will also follow the protocol set forth in the " Hurricane & Inclement Weather Procedures " furnished by Contractor labeled and attached to this Contract as Exhibit "4" as well as Section 1.13 of the Project Manual included in Exhibit "1" entitled "Hurricane Preparation" Contractor will also institute all precautionary measures required by the Authority Having Jurisdiction over the Work.

All precautionary measures and removal of such of Contractor's apparatus and all necessary precautionary measures involving Contractor's equipment for time incurred will be provided at a rate of \$75.00 per man, per hour (\$120.00 per man, per hour for superintendents) which rate is inclusive of small compressors, electric hammers, grinders, drills, vacuums, and other small tools as necessary to perform the work plus actual cost of material and equipment rental, plus 20% applied only on material as well as equipment rental which is inclusive of all overhead, profit and administrative cost and fees, the cost for which shall be borne by the Association. In the event of a hurricane or other severe weather, the Engineer may order Contractor to protect exposed exterior portions of the Work in progress where areas susceptible to damage exist to interiors which include protection from Contractor's equipment, material and other projectiles , which protection equal to or better than pre-existing conditions, but in no event with protection less effective than plywood sheathing constructed as per the Engineer's drawings and specifications. In the event of a hurricane or other severe weather, should Contractor be directed by the Engineer and/or Association to do so, and as reasonably attainable given the advance notice period provided, these precautionary measures and other measures to protect unit interiors from damage, will be performed at an hourly rate of \$75.00 per man, per hour (\$120.00 per man, per hour for superintendents) which rate is inclusive of small compressors, electric hammers, grinders, drills, vacuums, and other small tools as necessary to perform the work plus actual cost of material and equipment rental, plus 20% applied only on material as well as equipment rental which is inclusive of all overhead, profit and administrative cost and fees, the cost for which shall be borne by the Association. For such charges, Contractor shall provide the Association with complete supporting documentation including time-slips, invoices, and other documentation that the Association may require. If a hurricane or other severe weather occurs during the performance of Work that requires demobilization and remobilization, Contractor will only take such action as confirmed by a written

directive from the Engineer to the Contractor. If applicable, Contractor will be paid for both demobilization and remobilization at the above referenced hourly rate and markup on materials only in accordance with the "not to exceed amounts" for Phase I, Phase II, Phase III, and Phase IV compensation as specified in Exhibit "3". Contractor shall be responsible for restoring the premises and repairing other damage created during performance of the Work resulting from Contractor's failure to comply with obligations hereunder. Contractor shall be responsible for restoring the premises and repairing other damage created during performance of the Work resulting from Contractor's failure to comply with obligations hereunder.

- f) Prior to commencement of the Work, the Association will designate the location(s) of Contractor's staging area for storage of equipment, material and for vehicle parking by employees of the Contractor. Contractor will be prohibited from storing its equipment, material, and parking vehicles in all other areas of the Project. The Association is not responsible for any risk of damage, theft, vandalism or other damages to Contractor's equipment, material and vehicles situated on the Association's property.

7. Insurance:

- a) Without limiting any of the other liabilities or obligations of Contractor, Contractor shall furnish or cause to be furnished to Association, prior to the initiation of the Work, copies of all pertinent insurance policies and endorsements, stating that the types of insurance coverage and limits as outlined in Exhibit "5". The Contractor shall maintain the insurance described in Exhibit "5" during the performance of the Work and all times required by this Contract. A Certificate of Insurance reflecting all coverages to be furnished for the Work is labeled and attached to this Contract as Exhibit "5A". Contractor shall ensure that all specified and required insurance coverage is in full force and effect to cover the activities of all of Contractor's employees, subcontractors and agents, naming Association, by a "Blanket Endorsement", as an additional insured, and that said insurance will not be canceled without thirty (30) days prior written notice to Association by the Insurer except for non-payment of premiums in which instance a ten (10) day notice will be required. Contractor will deliver to the Association a "Blanket Endorsement" before commencement of the Work to confirm that the Contractor has acquired all specified coverage and that the Association and if applicable, its Lender is listed as an additional insured. Contractor shall continuously maintain all insurance as provided herein, throughout the performance of this Contract and shall, upon the cancellation of one policy and its replacement with another naming Association as an additional insured on said policy, along with the Lender, if applicable, provide the

Association a new, duly executed "Blanket Endorsement". Notwithstanding the foregoing, if in connection with the Work, the Association receives any insurance proceeds from insurance policies not supplied by or through the Contractor for the damage caused by Contractor, the proceeds shall nonetheless be deemed to be a reduction of any damages suffered by the Association. The minimum coverage limits set forth in this paragraph shall in no way be construed as a limitation of liability on behalf of Contractor, its employees, agents, and subcontractors. Association's approval of Contractor's insurance or coverage amounts as set forth herein or in Exhibit "5" hereto shall not in any way relieve or decrease the liability of Contractor. The insurance as required by this Paragraph shall be written by the company referenced in Exhibit "5A". The company issuing the insurance must be acceptable to Association. This insurance shall be primary and other insurance of Association shall not be contributory. Contractor shall also be responsible for verifying that all participating subcontractors maintain current Worker's compensation insurance.

8. Clean-up:

- a) Contractor shall cause no waste to the Project or adjoining property in the performance of this Contract and always shall exercise reasonable due care to keep the premises in a neat, clean, and organized manner as required by the Contract Documents. At the conclusion of each day of Work, the Contractor shall maintain the premises in a "broom finish" and all swing stages and scaffolding shall be draped. At the completion of the Work, it shall remove all its waste materials and rubbish resulting from its work from and about the premises, as well as its tools, construction equipment, machinery and surplus materials, and return all affected areas of the property where Work was performed by Contractor to the condition it was in prior to commencement of the Work.
- b) If, after seven (7) days written notice by the Association to Contractor that Contractor has not diligently proceeded with the clean-up as outlined in this Paragraph, then Association has the right to proceed with the clean-up Work at the sole cost and expense of the Contractor. Any reasonable costs incurred by Association in connection with the clean-up may be deducted from payments to Contractor.
- c) Free, clear, and unobstructed egress and ingress with respect to the Project property shall be maintained by Contractor except as agreed to by Association. The Association shall not unreasonably withhold its agreement and shall not impede the progress of the Work.

- d) Hours of Work shall be from 8:00 A.M. to 5:00 P.M. unless otherwise restricted by applicable law, ordinances, rules and regulations by the Town of Jupiter, Palm Beach County, notwithstanding any rules and regulations of the Association. During the hours 7:30 A.M. to 8:00 A.M. and after 5:00 P.M. and until 5:30 P.M. (when all Work concludes for the day and the Contractor departs from the Project no later than 5:30 P.M.) only quiet, preparatory work may be performed. Chipping operations will only take place from 8:00 A.M. to 5:00 P.M. and Contractor will be responsible to conform to all applicable noise ordinances. Contractor shall store and park materials, equipment, tools, and vehicles only in those areas designated by Association. Work will be permitted on Saturdays, Sundays subject to the governing rules and regulations of the Association and applicable Ocean Trail Master Association. Work will not be permitted on National Holidays as well as Thanksgiving Weekend without the express written permission of the Association.
- e) It shall be the sole responsibility of Contractor to secure, safeguard and protect its material and equipment from damage or theft.
- f) All electrical power requirements for the scaffolding and power for the Work, as well as all reasonable and necessary water, shall be supplied by the Association. The Association will provide additional external outlets ("Pigtails") subject to the available limit of power available based upon the existing electrical power components. Prior to commencement of the Work, Contractor will inspect all electrical facilities and satisfy itself that such facilities are adequate for Contractor's use in the performance of the Work. Contractor is expressly prohibited from using an individual unit owner's electricity absent the unit owner's express written permission.

9. Warranties:

- a) Contractor warrants to the Association that all materials incorporated into the Work shall be new. Contractor further warrants to the Association that all Work performed by Contractor shall be of good quality, free from faults and defects and shall conform with the Contract Documents, all applicable national, state, municipal, codes, ordinances, and regulations, including but not limited to, the Florida Building Code. All Work not conforming to these requirements shall be considered defective. The cost of removal and correction shall be at the sole expense of Contractor.
- b) Contractor further warrants that it will comply with all applications and other requirements of each producer or supplier of materials and shall ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials is conducted in accordance with these requirements. The Association shall

cooperate fully with and shall not impede the ability of Contractor to arrange such inspections.

- c) Contractor will provide to the Association upon completion of the Work a Five (5) Year Warranty in the form labeled and attached to this Contract as Exhibit "7".

In addition to but not in derogation of the rights of the Association as set forth above, at Final Payment, Contractor shall assign and deliver to the Association all available warranties from all manufacturers, subcontractors, laborers, suppliers of materials or materialmen used in connection with the work. Contractor will also assign and deliver to Association at Final Payment all other warranties described in Exhibit "1" including but not limited to the i) Benjamin Moore & Company Ten (10) Year Limited Non-Protated Warranty; in the form labeled and attached to this Contract as Exhibit "7".

10. Hold Harmless and Indemnification:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall post all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury, or loss. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Association and its respective agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees caused by Contractor or anyone working under or at the direction of the Contractor. In addition, this indemnification, hold harmless and duty to defend obligation will apply to all acts, conduct, omissions and negligence of the Contractor with respect to any such claim, damage, loss or expense (1) that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (2) that is caused in whole or in part by the negligent act and/or omission of the Contractor, any subcontractor, any sub-subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses, or claims for damage or injury to any person or property, negligence, recklessness misconduct of Contractor, and persons employed or utilized by Contractor relating to the performance of Work as described in this Contract. This indemnification provision is incorporated by reference into the Contract Documents. This indemnification shall not apply, however, to claims arising out of, or damages resulting from, the negligent acts and omissions, gross negligence, or willful, wanton, or intentional misconduct of the Association, its unit owners, or its officers, directors, agents, employees, or other contractors contracted directly by the Association or their subcontractors. The Contractor shall not be responsible for labor or materials furnished by anyone working under separate contract to or under the direction of the Association or for any loss or additional Work that result from any persons working directly for the Association, all of which shall be the sole responsibility of the Association. The Contractor shall promptly remedy all damage or loss to any property negligently caused by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to his other obligations under this Contract. This provision shall survive the termination or expiration of this Contract.

11. Liens:

Contractor will save and keep the building or buildings, referred to in this Contract or the lands upon which they are situated free from all construction liens and all other liens by reason of its Work, or any materials or other things purchased by it therein. If Contractor fails to remove such lien(s) within a reasonable time by bonding it or otherwise, provided Association has paid Contractor for the Work as provided in the Contract Documents, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney's fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are or which become due to Contractor and which are at any time in the possession of Association. Invoices shall be accompanied with a detailed breakdown of the allocation of the amount required together with copies of waivers and releases of lien.

12. Termination and Suspension:

This Contract may not be terminated for convenience. It can only be terminated for cause as provided below.

This Contract may be terminated by either party upon not less than ten (10) days written notice should the other party fail, in a material way, and after a ten (10) day opportunity to cure as, to perform in accordance with the terms of this Contract, provided there is no fault of the party initiating the termination.

If the Association terminates this Contract for cause as set forth above, Contractor's sole and exclusive remedy shall be a claim for payment of the Work performed to date that has been approved by the Engineer including approved work performed that was subject to an approved Change Order in accordance with this Contract, and reimbursable expenses that were approved by the Engineer prior to the date of termination. At termination, Contractor shall furnish to the Association all final warranty documents and drawings required by the Contract for all Work to be compensated.

If Contractor terminates this Contract for cause as set forth above, Contractor's sole and exclusive remedy shall be a claim for payment of the Work performed to date that has been approved by the Engineer including approved work performed that was subject to an approved Change Order in accordance with this Contract, and reimbursable expenses that were approved by the Engineer prior to the date of termination.

If the Work is suspended or abandoned for reasons outside the reasonable control of the Association and /or Contractor, the Contractor will be compensated for Work performed and approved by the Engineer prior to the notice of such suspension. When the Project is resumed, the Contractor's compensation shall be equitably adjusted to provide for reimbursement of actual expenses incurred in the resumption of the Contractor's Work, plus a non-compensable adjustment to the Schedule, subject to a set-off for damages sustained by Association resulting from the Contractor's failure to perform its obligations under this Contract. All requests for reimbursement of actual expenses shall be fully supported by documentation as the Owner may require.

13. Waiver:

This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms, and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers, and personal representatives of the parties hereto.

No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of its obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof. Likewise, Contractor's failure to demand strict compliance with any terms of this Contract shall not act as a waiver of any of its rights or obligations hereunder, nor shall it act as a waiver to demand strict compliance from the Association.

14. Change Orders:

No additional Work that is outside the scope of the Work contemplated by Exhibit "1" will be authorized except by a written change order properly executed by the Association, Contractor and Engineer which shall include any change in the Contract Sum and/or Contract Time. All change order work, that is not within the scope of this Contract and is not addressed by unit prices, will be billed at an hourly rate of \$75.00 per man, per hour (\$120.00 per man, per hour for superintendents), which is inclusive of small compressors, electric hammers, grinders, drills, vacuums, and other small tools as necessary to perform the work plus the actual cost of material and equipment rental plus 20% of that actual cost (material and equipment rental) which is inclusive of all overhead, profit and administrative cost and fees, Contractor will be required to submit with each change order all supporting documentation that the Association may require. Contractor shall have no claim for the cost of additional Work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Association and Engineer by written change order, which such approval shall not be unreasonably delayed or withheld. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Association shall be null and void. All change orders issued under this Contract shall be subject to all the terms of this Contract.

15. Mediation:

If any dispute arises in connection with the performance of any obligation under this Contract, the parties agree to consult with each other and consider the use of mediation prior to resorting to litigation. Pending resolution of any dispute, except as otherwise provided in the Contract Documents, the Contractor shall continue to perform its obligations under this Contract to minimize interruptions in construction of the Project. Likewise, the Association shall not withhold payment to Contractor during the pendency of any such dispute for Work performed which is not related to the dispute. In the event of

mediation, the mediation shall be conducted in Palm Beach County, Florida with a Mediator certified by the Florida Supreme Court.

16. Assignment:

Contractor shall not assign or transfer this Contract or any part thereof, or any interests therein, without the written consent of the Association.

17. Construction:

This Contract is the joint product of the respective parties and may not be more strictly construed against any party.

18. Notices:

Notices to the parties as provided herein shall be by certified mail, return receipt requested, to the following addresses:

As to Association:	Ocean Trail Condominium Association No. V, Inc. Attention: Board of Directors 500 Ocean Trail Way Jupiter, Florida 33477
As to Engineer:	Swaysland Professional Engineering Consultants, Inc. 2890 Marina Mile Boulevard, Suite 114 Fort Lauderdale, Florida 33312
As to Contractor:	MCW Restoration Services, LLC. Attention Robert Pollack 1100 S.W. 30 th Avenue Pompano Beach, Florida 33069

19. Attorneys' Fees/Jurisdiction and Venue:

In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any trial, bankruptcy, and appellate proceedings. Jurisdiction and venue for all disputes shall be brought in a court of competent jurisdiction in Palm Beach County, Florida.

20. Interpretations and Decisions:

Engineer shall be the initial interpreter of the terms and conditions of specifications and the initial judge of the performance thereunder. Claims, disputes, and other matters relating to the execution or progress of the Work or the interpretation of or performance under the specifications shall be rendered initially to the Engineer for a decision, which it shall render in writing within a reasonable time. All interpretations by Engineer are without prejudice to the rights of the parties at law or equity.

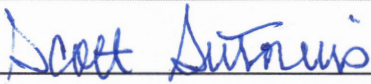
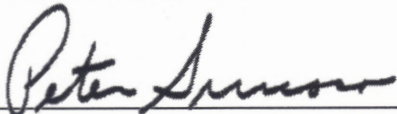

21. Severability:

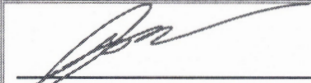
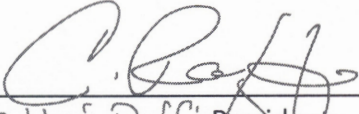
If any provision of this Contract is held to be or becomes invalid, illegal, or unenforceable or has been breached by any party to this Contract, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. Waiver of Chapter 558, Florida Statutes

The Association and Contractor acknowledge and agree to waive all rights under Chapter 558, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the Effective Date.

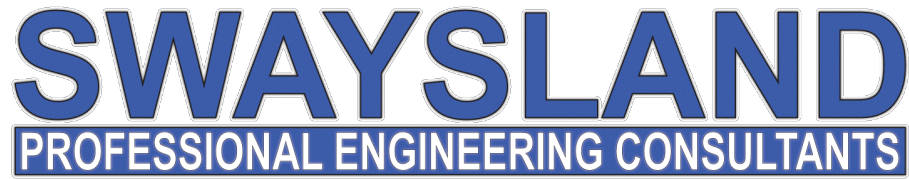
Signed, Sealed and Delivered in the Presence of:	OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC. ("Association")
 Signature of Witness	By:  _____, President
 Printed Name of Witness	

Signed, Sealed and Delivered in the Presence of:	MCW RESTORATION SERVICES, LLC. ("Contractor")
 Signature of Witness	BY:  _____ Cynthia Raffia, President

<u>John Raffio</u> Printed Name of Witness	
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EXHIBIT "1"

**PROJECT MANUAL FOR CONCRETE REPAIR AND PAINTING PROJECT AND
WATERPROOFING DATED October 1, 2024 AND DRAWING SHEET NOS: S-1 THROUGH S-7
INCLUSIVE DATED OCTOBER 1, 2024 BY ENGINEER AND BENJAMIN MOORE & COMPANY
SPECIFICATIONS & PRODUCT DATA**



PROJECT MANUAL

CONCRETE REPAIR AND PAINTING PROJECT

For

Ocean Trail Condominium Association No. V, Inc.
500 Ocean Trail Way
Jupiter, FL 33477

October 1, 2024 (REVISED)

Prepared By

Swaysland Professional Engineering Consultants, Inc.
2890 Marina Mile Boulevard, Suite 114
Fort Lauderdale, Florida 33312

EB – 00005694

Engineer's Job Number 23086

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DOCUMENT 00020

INVITATION TO BID

Owner: Ocean Trail Condominium Association No. V, Inc.
500 Ocean Trail Way
Jupiter, FL 33477

Engineer: Swaysland Professional Engineering Consultants, Inc.
2890 Marina Mile Boulevard, Suite 114
Fort Lauderdale, Florida 33312

October 1, 2024 (REVISED)

General Contractor:

Your firm is invited to submit an offer under seal to the Property Manager for concrete repair at a high-rise tower delivered to the condominium office located at the above address before 3:00 PM local time on _____, 2024 for the following project:

Description: Repair of deteriorated concrete, installation of a waterproof coating, installation of new screen enclosures, painting and sealing of a high-rise condominium.

Bid Documents for a Stipulated Sum/Unit Price contract may be obtained from the office of the Engineer free of charge for one set. Documents can only be obtained by the general contractor.

Refer to other bidding requirements described in Document 00101 - Instructions to Bidders.

Submit your offer on the Bid Form provided. Bidders are required to complete Bid Form. Bidders may supplement this form as appropriate.

Your offer will be required to be submitted under a condition of irrevocability for a period of 90 days after submission.

The Owner reserves the right to accept or reject any or all offers.

OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.

per: Ms. Leslie Conner, Property Manager

END OF INVITATION TO BID

DOCUMENT 00101

INSTRUCTIONS TO BIDDERS - AIA

1.1 INSTRUCTIONS TO BIDDERS

These Instructions To Bidders amend or supplement the Instructions To Bidders (AIA Document A701, Latest Edition) and other provisions of the Bidding and Contract Documents.

1.2 RELATED DOCUMENTS

- A. Document 00020 - Invitation To Bid.
- B. Document 00311 - Bid Form - Stipulated Price.
- C. Document 00400 - Supplements to Bid Form.
- E. Document 00811 - Supplementary Conditions - AIA:
 - 1. Insurance requirements.
 - 2. Bond types and values.

2.1 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The Bidder is required to contact the Property Manager, at the following phone number in order to arrange a date and time to visit the project site: (561) 763-0086 ext. 1009 or lconner@realtimepm.com

2.2 PREBID CONFERENCE

- A. A bidder's conference will be held on _____.
- B. All general contract Bidders are invited.
- C. Representatives of the Owner and Engineer will be in attendance.
- D. Information relative to the Bid Documents will be recorded in an addendum, issued to Bid Document recipients.

END OF INSTRUCTIONS TO BIDDERS - AIA

DOCUMENT 00312

BID FORM - UNIT PRICES

To: Ocean Trail Condominium Association No. V, Inc.
500 Ocean Trail Way
Jupiter, FL 33477

Project: Concrete Repair and Painting Project

Date:

Submitted by.....
(full name)

(full address).....

.....

(phone) (fax)

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.

All applicable federal taxes are included and State of Florida, Palm Beach County, and Town of Jupiter taxes are included in the Unit Prices.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of acceptance of this bid.
- Furnish the required bonds within fourteen days of agreement execution.
- Commence work within fourteen days after permit issue.

3. CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work in(.....) calendar weeks from permit issue.

4. UNIT PRICES

Unit Prices for specific portions of the Work can be found at the end of this section.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # Dated

Addendum # Dated

Addendum # Dated

6. APPENDICES

Submit Document 00400 - Supplements to Bid Forms and Appendices concurrent with Bid submission.

The following information is included with Bid submission:

1. Copy of General Contractor license.
2. Letter from concrete repair material manufacturer indicating approved applicator status.
3. Sample warranties.
4. Certificates of insurance.
5. List of five projects in which painting and concrete repair work similar to that specified herein was successfully completed. Included are: project name and location, owner of project, contact person and phone number, brief description of work, and date of completion.
6. Technical data sheets for products intended for use if different from that specified.

7. BID FORM SIGNATURE(S)

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM – UNIT PRICE

OCEAN TRAIL V			
Item Description	Est. Quantity	Unit Price	Item Value
A. PRIVATE BALCONIES			
A.1 Partial depth deck spall repair (s.f.)	800		
A.2 Full depth deck spall repair (s.f.)	400		
A.3 Overhead spall repair (s.f.)	150		
A.4 Edge spall repair (l.f.) (12" min. width)	600		
A.5 Column and wall spall repair (max 4" depth) (s.f.)	300		
A.6 Beam spall repair (s.f.) (max 4" depth) (s.f.)	120		
A.7 Delaminated stucco repair up to 1" (s.f.)	2,500		
A.8 Rust spot/fastener repair (ea.)	425		
A.9 Remove existing floor finish (s.f.)	7,500		
A.10 Install new waterproofing finish (s.f.)	7,500		
A.11 Hurricane shutter r/r (l.f.)	900		
A.12 Window/door r/r (l.f.)	30		
A.13 Temporary dust/weather wall r/r (l.f.)	40		
A.14 Sacrificial anode installation (ea.)	50		
A.15 Crack repair (l.f.) (Gravity fed epoxy)	150		
A.16 Screen enclosure removal and installation of new screen enclosures. Enclosures to have AAMA 2605 coating with min. 10 year warranty with no sea coast exclusion. This line item is inclusive of the removal of all existing fasteners that secure the existing screen enclosures to the structure, no additional repair qtys will be given for removal of screen enclosures. Engineer estimates approximately 1800 l.f. (l.s.)		Lump Sum	
SUBTOTAL			
B. PUBLIC WALKWAYS			
B.1 Partial depth deck spall repair (s.f.)	75		
B.2 Full depth deck spall repair (s.f.)	50		
B.3 Overhead spall repair (s.f.)	100		
B.4 Edge spall repair (l.f.) (12" min. width)	1,000		
B.5 Column and wall spall repair (max 4" depth) (s.f.)	100		
B.6 Delaminated stucco repair up to 1" (s.f.)	500		
B.7 Rust spot/fastener repair (ea.)	15		
B.8 Remove existing floor finish (s.f.)	11,500		
B.9 Slab sloping mortar installation (s.f.)	2,500		
B.10 Install new waterproofing finish, color to match existing (s.f.)	11,500		
B.10 Removing existing railings from public walkways and stairwells, including all embedded posts and patch accordingly (l.s.)		Lump Sum	
B.11 Remove and dispose of existing aluminum railings and stairwell railings. Furnish and install new fully- welded aluminum picket railings. Railings to have minimum 1"x1" pickets and AAMA 2605 type coating w/ 10-year finish warranty and no sea-coast exclusion (l.s.)		Lump Sum	
SUBTOTAL			
C. PAINTING AND SEALING			
C.1 Paint the building exterior per the updated Benjamin Moore & Co.'s paint specification dated 10-18-24 (l.s.)		Lump Sum	
C.2 Reseal the perimeters of the exterior windows and doors with new polyurethane type (l.s.)		Lump Sum	
C.3 Paint the perimeters of the exterior windows and doors frames per updated paint spec (l.s.)		Lump Sum	
SUBTOTAL			
D. GENERAL CONDITIONS			
D.1 General conditions, mobilization, demobilization, overhead protection, etc. (l.s.)		Lump Sum	
D.2 Payment and performance bonds (%)		%	
D.3 Permitting (at direct cost to Association)		Lump Sum	
above and shoring plan signed and sealed by Florida PE (l.s)		Lump Sum	
SUBTOTAL			
GRAND TOTAL			
HURRICANE PLAN			
Manhour rate (\$/hr)	1		
Material markup percentage (%)		%	

DOCUMENT 00400

SUPPLEMENTS TO BID FORM

To: Ocean Trail Condominium Association No. V, Inc.

Project: Concrete Repair and Painting Project

Date:

Submitted by:
(full name)

(full address).....

.....

In accordance with Document 00101 - Instructions to Bidders and Document 00311 - Bid Form - Stipulated Price, we include the Supplements To Bid Form Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

These Appendices are as follows:

Document 00401 - Appendix A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

SUPPLEMENTS TO BID FORM SIGNATURE(S)

The Corporate Seal of

.....
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

.....
(Authorized signing officer Title)

(Seal)

END OF SUPPLEMENTS TO BID FORM

DOCUMENT 00401

APPENDIX A - LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the bid submitted by:

(Bidder)

(Owner) Ocean Trail Condominium Association No. V, Inc.

Dated and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME
.....
.....
.....
.....
.....
.....

END OF APPENDIX A - LIST OF SUBCONTRACTORS

DOCUMENT 00811

SUPPLEMENTARY CONDITIONS - AIA

1. SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract for Construction (AIA Document A201, Latest Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction (AIA Document A201, Latest Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 11.1 - CONTRACTOR'S LIABILITY INSURANCE

Add the following subparagraph:

- 11.1.2.1 Provide Certificates of Insurance to the Owner and maintain the following coverages indemnifying the Owner for not less than the stated limits or greater where required by law. Owner shall be a named insured on the Certificates.

1. Workmen's Compensation.

- a. State: Statutory
- b. Applicable Federal: Statutory
- c. Employer's Liability: \$1,000,000.00

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily Injury: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- b. Property Damage: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- c. Or Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- d. Property Damage Liability Insurance shall provide X, C and U coverage.

3. Contractual Liability:

- a. Bodily Injury: \$2,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- b. Property Damage: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- c. Or Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- d. Property Damage Liability Insurance shall provide X, C and U coverage.

4. Personal Injury, with Employment Exclusion deleted: \$1,000,000.00 Aggregate.

5. Comprehensive Auto Liability (including owner-leased, non-owned and hired vehicles):

- a. Bodily Injury: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- b. Property Damage: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.
- c. Or bodily Injury and Property Damage
Combined Single Limit: \$1,000,000.00 Each Occurrence.
\$2,000,000.00 Aggregate.

6. If the General Liability coverages are provided by a Commercial Liability policy, the:

- a. General Aggregate shall be not less than \$2,000,000.00 and it shall apply, in total, to this Project only.
- b. Fire Damage Limit shall be not less than \$500,000.00 on any one Fire.
- c. Medical Expense Limit shall be not less than \$1,000,000.00 on any one person.

7. Umbrella Excess Liability: \$2,000,000.00 over primary insurance.

Add the following subparagraph:

- 11.1.3.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

Add the following subparagraph:

11.1.3.2 The Contractor shall notify his insurance carrier to provide to the Owner within seven (7) days, written notice of cancellation of any or all of the above coverages.

11.1.3.3 The Contractor shall name the Owner as additional on all applicable policies.

ARTICLE 11.4 – PERFORMANCE BOND AND PAYMENT BOND

Add to the following subparagraph:

11.4.3 The bond value requirements are as follows:

1. Provide a 100 percent Performance Bond on AIA A312 or a standard surety bond form.
2. Provide a 100 percent Payment Bond on AIA A312 or a standard surety bond form.
3. Bonds shall be unconditional.
4. Deliver bonds within 14 days after execution of the Contract.

END OF SUPPLEMENTARY CONDITIONS - AIA

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description of the Work.
- B. Contract Description.
- C. Contractor use of site and premises.
- D. Owner occupancy.

1.2 DESCRIPTION OF THE WORK – BALCONY CONCRETE REPAIR

- A. Contractor to mobilize to balcony exteriors included in the Work.
- B. Contractor to remove and dispose of existing screen enclosures included in the Work.
- C. Contractor to remove, store and protect hurricane shutters included in the Work.
- D. Contractor to remove all tile floor finishes from balcony top surfaces to expose structural slab included in the Work. Contractor to only remove coating finishes at repair areas.
- E. Contractor to remove finishes where directed at the public walkway floor top surfaces included in the Work.
- F. Repair all cracked and spalled concrete at the slab top, bottom and edge surfaces, tie beams and columns included in the Work.
- G. Repair all cracked and spalled concrete at the building walls and columns surfaces included in the Work.
- H. Repair all delaminated and cracked stucco included in the Work.
- I. Install a vertical repair mortar at the building walls prior to the installation of the new stucco in order to level the walls to assure the new stucco does not exceed the maximum specified thickness (1"). Contractor must make sure the surface has the required Concrete Surface Profile (CSP) by the product manufacturer.
- J. Install new waterproofing system sanded to refusal at all balconies included in the Work.

- K. Install knockdown cementitious finish and stain at all balconies included in the Work.
- L. Reinstall existing hurricane shutters included in the Work. Include new stainless-steel fasteners. Only hurricane shutters that were previously permitted and are in proper working condition will be able to be reinstalled.
- M. Remove, store and protect existing sliding glass doors included in the Work at areas requiring intrusions.
- N. Install temporary dust/weather wall at locations where sliding glass doors were removed included in the Work.
- O. Reinstall previously permitted sliding glass doors that are proper working condition included in the Work.
- P.
- Q. Install new screen enclosures included in the Work. Provide signed and sealed shop drawings and calculations by Florida registered professional engineer.
- R. Install shoring as needed to perform the Work. Provided signed and sealed shoring plans prepared by a Florida registered professional engineer.

1.3 DESCRIPTION OF THE WORK – PUBLIC WALKWAYS

- A. Contractor to mobilize to public walkways included in the Work.
- B. Contractor to remove finishes where directed at the public walkway floor top surfaces included in the Work.
- C. Repair all cracked and spalled concrete at the slab top, bottom and edge surfaces, tie beams and columns included in the Work.
- D. Repair all cracked and spalled concrete at the building walls and columns surfaces included in the Work.
- E. Repair all delaminated and cracked stucco included in the Work.
- F. Install new waterproofing system at public walkways at repair areas only included in the Work. Match existing as close as possible.
- G. Install shoring as needed to perform the Work. Provided signed and sealed shoring plans prepared by a Florida registered professional engineer.

1.4 DESCRIPTION OF THE WORK – EXTERIOR PAINTING

- A. Remove and replace existing perimeter sealant from all exterior windows and doors

- B. Paint the exterior of the building per the paint specification.

1.5 DESCRIPTION OF PROJECT PROTOCOL:

- A. Prior to any repair work the Contractor shall:

1. Contact the building department, traffic department, FDOT and/or any other governmental authority having jurisdiction over the sidewalks, roads, air space, etc. to determine needed protection, maintenance of traffic (both pedestrian and vehicular), work hours and days, noise abatement, dust control, etc. It is the Contractor's responsibility to determine the governmental requirements.
2. Install protection on windows, doors and any other surface that will not be painted and could be damaged during the restoration/water-proofing/painting work.
3. Perform a pre-condition survey of the building to include but not limited to walls, balconies, windows, doors, aluminum railings, common area decks, roof areas, ground areas, etc.
4. Provide a working building drop layout, which will be used to locate and identify the marked repairs and repaired areas.
5. The Engineer will assist in the markings of the necessary repairs.
6. Quantify the areas marked by the Engineer prior to any demolition work. The Contractor shall not demolish any area beyond the limits of excavation marked by the Engineer unless there is a justification and the Engineer is notified in writing. The Contractor will not be paid for any work done beyond the limits of excavation marked by the Engineer unless are properly justified, recorded with pictures and accepted by the Engineer.
7. Make sure that the type of damage is covered as noted in contract specification prepared by the Engineer.
8. If damages vary from contract specification, Contractor will notify the Engineer for review.

- B. After completion of chipping and prior to placing any repair mortar, all areas shall be inspected by the Engineer for proper rebar cleaning, placement and doweling and surface preparation of rebars and existing concrete surfaces. The Contractor shall coordinate his work and allocate sufficient time for corrections (if any) after the inspections. If a ready-mix concrete is to be used, the rebar inspections shall be scheduled a day earlier than the scheduled concrete pour so that there will be no delay for concrete placement or other last-minute corrections.

- C. Again, prior to placing any repair mortar, the Engineer and the Contractor shall record damage by marking the actual size, depth and locations on the same set of sketch drawings. The marked sketch drawings will be kept as a record for the repairs and will be the basis for payment of the Contractor. Contractor shall be responsible for preparation of as-built drawings of the concrete and stucco repairs.

- D. If required by the local building department, a special inspection report shall be prepared by the Engineer as required by the construction schedule for inspection, and for monitoring the Contractor's work. The special inspection reports will be

submitted to the Contractor to give to the building inspector. Contractor shall call for minimum twice weekly inspections from the building department.

- E. The specifications for the repairs are based on the visual inspections and experience of similar types of damage repairs. If any unusual damage is encountered, the specifications will be extended to cover the situations, but only through the written approval of the Engineer.

1.4 ENVIRONMENTAL COMPLIANCE

- A. Contractor to ensure environmental testing and compliance with all Environmental Protection Agency, Florida Department Environmental Protections and local municipality requirements.
- B. Contractor to provide control and abatement to maintain compliance with all requirements from all agencies indicated above.

1.6 CONTRACT DESCRIPTION

- A. Contract Type: Standard Form of Agreement Between Owner and Contractor, AIA Document A101 (Latest Edition) and General Conditions of the Contract for Construction, AIA Document A201 (Latest Edition).
- B. Liquidated Damages: Liquidated damaged in the amount of 750.00 per day will be imposed for failure to complete the work on time. The contract time will be negotiated by the Owner and Contractor.

1.7 WARRANTY REQUIREMENTS

- A. Contractor Warranty: 5-year duration workmanship, labor and material warranty.
- B. Concrete Repair Manufacturer: 5-year material warranty.
- C. Waterproofing Manufacturer: 5-year material warranty.
- D. Sealant Manufacturer: 5-year material warranty.
- E. Paint Manufacturer: 10-year labor and material warranty.

1.8 CONTRACTOR USE OF SITE

- A. Limit use of site to allow:
 - 1. Owner occupancy.
- B. Construction Operations: Limited to public walkways, stairs and parking areas.

- C. Time Restrictions for Performing Work: 8:30 am to 4:30 pm Monday through Friday. Saturday work permissible only with written authorization by Owner. Sunday work not permitted.

1.9 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's occupation of the apartments.
- C. Schedule the Work to accommodate Owner occupancy.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance, permits, etc.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Include release of lien forms and Contractor's affidavit required by Owner.
- E. Include an updated construction progress schedule.

1.4 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, Latest Edition by issuing supplemental instructions.
 - B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 5 days.
 - C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
 - D. Stipulated Sum Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
 - E. Change Order Forms: AIA G701.
 - F. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- 1.5 DEFECT ASSESSMENT
- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
 - B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Cutting and patching.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after execution of Owner-Contractor Agreement.
- B. Attendance Required: Owner, Engineer and Contractor.
- C. Agenda:
 - 1. Submission of executed bonds and insurance certificates.
 - 2. Submission of list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties in Contract and the Engineer.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.

6. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

1.4 SITE MOBILIZATION MEETING

- A. Engineer will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Engineer, Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 1. Use of premises by Owner and Contractor.
 2. Owner's requirements and occupancy.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Application for payment procedures.
 8. Procedures for maintaining record documents.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors, Owner, Engineer, as appropriate to agenda topics for each meeting.
- C. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.

14. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS

- A. Electrical Equipment: 110V, single phase.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight exposed elements.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
- D. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to the Engineer for decision or remedy.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Manufacturer's instructions.
- G. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.

- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Indicate estimated percentage of completion for each item of Work at each submission.
- E. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data For Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
 - 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Close-out:

1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.6 SHOP DRAWINGS

- A. Shop Drawings For Review:
 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Shop Drawings For Project Close-out:
 1. Submitted for the Owner's benefit during and after project completion.

1.7 SAMPLES

- A. Samples For Review:
 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples For Information:
 1. Submitted for the Engineer's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
 1. Submitted to Engineer for aesthetic, color, or finish selection. Submit samples of finishes [from the full range of manufacturers' standard colors, textures, and patterns for Engineer selection.

- 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
 - D. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - E. Include identification on each sample, with full Project information.
 - F. Submit the number of samples specified in individual specification sections; one of which will be retained by the Engineer.
- 1.8 DESIGN DATA
- A. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- 1.9 TEST REPORTS
- A. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- 1.10 CERTIFICATES
- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
 - B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- 1.11 MANUFACTURER'S INSTRUCTIONS
- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Engineer for delivery to owner in quantities specified for Product Data.
 - B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.
- 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Engineer's benefit as contract administrator or for the Owner.
- B. Submit report in duplicate within 14 days of observation to Engineer for information.
- C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Inspecting and testing laboratory services.
- E. Manufacturers' field services.

1.2 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING SERVICES

- A. Contractor will appoint, employ, and pay for specified services of an independent firm to perform testing. Independent firm shall be acceptable to Engineer.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer, Owner, or Authority Having Jurisdiction.
- C. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Testing does not relieve Contractor to perform Work to contract requirements.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum.

1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Telephone service, electricity, water and sanitary facilities.
- B. Temporary Controls: Barriers.
- C. Construction Facilities: Temporary trailers and containers.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Owner; connect to Owner's existing power service. Do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Power Service Characteristics: 110-volt, single phase.
- C. Complement existing power service capacity and characteristics as required at Contractor' cost.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at convenient location.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.4 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations at time of project mobilization.
- B. Owner will pay cost of water used. Exercise measures to conserve water.

1.5 TEMPORARY SANITARY FACILITIES

- A. Provided by Owner.

1.6 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required for public access to existing building.
- C. Provide protection for trees, plants and other landscaping. Replace damaged landscaping.
- D. Protect non-owned vehicular traffic, stored materials, site, structures and personal property of the Owner and individual apartment owners from damage. Contractor shall be liable for damage caused by the performance of work and/or the negligence of the Contractor, Contractor's employees and Contractor's subcontractors.
- E. Prior to commencement of the Work, Contractor shall video tape all building areas in the presence of the Owner and/or Engineer to document the existing conditions. The Contractor shall provide a copy of the video to the Owner.
- F. Protect the sidewalks, paving, etc. with plywood sheathing.
- G. Contractor shall be liable for damage caused by the performance of the work and/or the Contractor's subcontractors. Contractor shall make repairs acceptable to the Owner.
- H. Contractor shall provide all dust protection, netting, screen curtains, etc. required by any governmental authority.

1.7 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at wall and roof projections and openings.
- D. Prohibit traffic or storage upon waterproofed and/or finished surfaces. If traffic or activity is necessary, obtain recommendations for protection from material manufacturer.
- E. Prohibit traffic from landscaped areas.

1.8 SECURITY

- A. Coordinate with Owner's security program.

1.9 PARKING

- A. Arrange with Owner for temporary surface parking areas to accommodate construction personnel.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Provide a dumpster for collection of waste materials, debris and rubbish.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 FIELD OFFICES AND CONTAINERS

- A. Office: Temporary trailer and container may be installed with the written permission of the Owner.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

1.13 HURRICANE PREPARATION

A. GENERAL

1. These following procedures are the required action the Contractor will be required to perform in the event a hurricane or named storm threatens the project site during the course of construction.
2. Contractor shall prepare a storm manual for the site detailing the procedures for a hurricane or named storm that could affect the site.
3. Contractor shall designate the responsible person who will implement the necessary actions and procedures. The person shall be English speaking and must have an after-hours phone. This person shall have all of the authority of the Contractor related to making the site secure and safe in the event of a

storm.

4. Contractor shall also designate an alternate in the event the designated person is unavailable or cannot be reached. This person must also be English speaking and have an after-hours phone. This person shall have all of the authority of the Contractor related to making the site secure and safe in the event of a storm.

B. PHASE I

1. The following shall be the minimum required actions in the event that the project site is within the cone of uncertainty for a NAMED STORM. Contractor shall establish a storm watch to include the following actions within 72 hours of the storm entering into the area:
 - a. Contractor shall make an examination of the site and remove or safely store all loose debris and materials;
 - b. Contractor shall make a listing of all areas that are under construction and the problems that may be encountered to make these areas safe in the event of a strike;
 - c. Contractor shall make arrangements for all of the necessary labor, materials and equipment to make the site safe and structurally secure;
 - d. Contractor shall provide additional names and phone numbers of personnel that can be called prior to the storm to assist in making the site secure.

C. PHASE II

1. The following shall be the minimum required actions in the event that the project site is within the cone of uncertainty for a NAMED HURRICANE.
2. In addition to all of the items for Phase I, Contractor shall establish a storm watch to include the following actions within 72 hours of the storm entering into the area:
 - a. Contractor shall make arrangements for all dumpsters to be removed in the event it is determined that the site is a potential hurricane strike zone;
 - b. Contractor shall make all arrangements to have all aerial access equipment and all other lifting systems lowered and made secure so they will cause no damage to the building(s):

- c. Contractor shall hurricane proof all of his/her storage facilities, by hurricane anchors, strapping or whatever other means are necessary to ensure that they will not create a hazard or danger to the buildings, vehicles or persons associated with the property;
- d. Contractor shall make all arrangements to remove all power supplies, equipment and materials from the building to make the buildings safe electrically in the event of a hurricane strike;
- e. Contractor shall make all arrangements to remove from the site all materials and equipment that cannot be stored in secure facilities at the site;
- f. Contractor shall make all arrangements to provide the labor, materials and equipment to keep the buildings watertight, for those areas where his/her work(s) has made the building subject to water intrusion or flooding.
- g. Contractor shall deliver $\frac{3}{4}$ " minimum thickness plywood and dimensional lumber required for "board-up."

D. PHASE III

- 1. The following shall be the minimum required actions in the event that the project site is within the cone of uncertainty for a NAMED HURRICANE WHEN A HURRICANE WATCH IS ESTABLISHED.
- 2. In addition to all of the items for Phase II, Contractor shall implement the following actions and any additional actions the Engineer of Record may require:
 - a. Contractor shall stop work and devote his total efforts to accomplishing all of the necessary actions to make the site secure. If additional work is necessary to make the site secure, the Contractor may proceed with the approval of the Engineer to continue work but must provide additional personnel to accomplish all of the required hurricane related actions;
 - b. Contractor shall remove from the site all loose materials;
 - c. Contractor shall bring down from the buildings all materials removed from the structure and place them in the dumpster;
 - d. After all loose debris and materials have been placed in the dumpster the Contractor shall make arrangements to have the dumpster removed from the site;

- e. All tools and materials must be removed from the site or stored in secure enclosures;
- f. All enclosures must be checked to ensure that all required Hurricane Securing devices are in place and secure;
- g. All equipment that cannot be stored inside of secure storage enclosures must be removed from the site;
- h. All areas of the building(s) that the Contractor has opened or broken the envelope shall be made secure by reinstallation of original closure or by the use of 3/4" minimum thickness plywood and dimensional lumber. This system must be secured to the structure of the building(s);
- i. All lifting devices shall be removed and stored in secure locations. If secure locations are not available on site all items shall be removed from the site and stored off-site;
- j. All aerial access equipment shall be made hurricane-proof or removed from the site and stored off-site;
- k. Contractor shall shore or brace all areas that are not completed or secure to assure hurricane resistance;
- l. Contractor shall inspect the site to assure that all necessary precautions have been performed to make the building secure from damage resulting from his/her works.

E. PHASE IV

- 1. The following shall be minimum required actions in the event that the project site is within the cone of uncertainty for a NAMED HURRICANE WHEN A HURRICANE WARNING IS ESTABLISHED.
- 2. In addition to all of the items for Phase III, Contractor shall perform the following works:
 - a. Contractor shall remove from the building(s) all cabling and hoist equipment associated with the project and store in a secure location. If there is no secure location on-site, then these items must be removed from the site for storage off-site;
 - b. Contractor shall sweep broom clean all areas of work to minimize wind-borne debris. All materials from these sweepings must be removed from the site;

- c. All materials and equipment to be stored on-site must be checked and secured so as not to present a hazard to the buildings, vehicles and persons that are part of the occupants and operating persons of the premises;
- d. Contractor shall make a final site check to assure compliance with the requirements of these specifications.
- e. As soon as possible but not later than 10 days after a hurricane, Contractor shall remove all protection and remobilize the site in order to continue the Work. Contractor shall remove any construction related debris. Contractor shall inspect the building and submit a damage assessment to the Owner and Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions. Store roll materials on end.
- B. Store with seals and labels intact and legible.
- C. Store water-sensitive Products in weather tight enclosures or wrapping.
- D. For exterior storage of Products, place on pallets above ground.

- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Maintenance data.
- F. Warranties and bonds.
- G. Maintenance service.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer and/or Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean surfaces exposed to view; remove stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

- D. Remove staging materials and clean debris from roofs.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
- G. Submit documents to Engineer with claim for final Application for Payment.

1.7 MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.

- B. Prepare binder cover with printed title "MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 24-pound white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Maintenance instructions, arranged by system and /or specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of materials used.
 - c. Maintenance instructions for systems, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties and bonds.
- E. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
- F. Submit two sets of revised final volumes, within 10 days after final inspection.

1.8 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02072

MINOR DEMOLITION AND REPAIR

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal and disposal of deteriorated concrete and stucco.
- B. Removal and disposal of balcony finishes.
- C. Removal and disposal of selected precast baluster railings.
- D. Removal and disposal of screen enclosures and fasteners.

1.2 RELATED SECTIONS

- A. Section 01010 - Summary of Work: Work items.

1.3 SUBMITTALS

- A. Section 01300 - Submittals: Procedures for submittals.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, dust control, and disposal.
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress width to any building or site exit unless approved in writing.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

1.5 SCHEDULING

- A. Perform noisy and dusty work:
 - 1. Between the hours of 8:30 am and 4:30 pm.
 - 2. On the following days: Monday through Friday.

1.6 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas.

- B. Cease operations immediately if structure appears to be in danger and notify Engineer. Do not resume operations until directed.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers to prevent non-authorized personnel from entering construction areas.
- B. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.
- C. Protect existing portions of the structure which are not to be demolished.

3.2 DEMOLITION

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- B. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- C. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

3.3 BALCONY SLAB FINISH REMOVAL

- A. Contractor shall completely remove all thinset, adhesives and coating by grinding, sandblasting or other mechanical means.

3.4 HURRICANE SHUTTER REMOVAL

- B. Removal includes the removal of all existing fasteners completely. Removal and repair of any fasteners left in place is included in the Unit price for the shutter removal and reinstallation.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Formwork for concrete repairs, with shoring, bracing and anchorage.
- B. Form accessories.
- C. Form stripping.

1.2 RELATED SECTIONS

- A. Section 03200 - Concrete Reinforcement.
- B. Section 03300 – Cast-In-Place Concrete.
- C. Section 03732 - Concrete Repair.

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ACI 347 - Recommended Practice For Concrete Formwork.
- D. Florida Building Code.

1.4 DESIGN REQUIREMENTS

- A. Design, engineer and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347, 301 and 318, and Florida Building Code

standards. Maintain one copy of each document on site.

- B. Design formwork under direct supervision of a Professional Engineer experienced in design of this work and licensed in the State of Florida.

1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable code for design, fabrication, erection and removal of formwork.

1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01600 – Materials and Equipment: Transport, handle, store, and protect products.
- B. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

- A. Form Materials: Site fabricated plywood with wood reinforcement.

2.2 FORMWORK ACCESSORIES

- A. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- B. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings and/or original dimensions.

3.2 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over stressing by construction loads.

- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, before proceeding, request instructions from Engineer.

3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.4 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- D. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- E. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- F. Install block-outs in balcony slab edge repair concrete for reinstallation of railing system.

3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301.

3.7 FIELD QUALITY CONTROL

- A. Section 01001 - Basic Requirements: Field inspection.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.8 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

3.9 SCHEDULES

- A. Concrete Member Repairs: Site fabricated plywood with 2x bracing and post shores.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Reinforcing steel bars and accessories for concrete repairs.

1.2 RELATED SECTIONS

- A. Section 03100 - Concrete Formwork.
- B. Section 03300 – Cast-In-Place Concrete.
- C. Section 03732 - Concrete Repair.

1.3 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements For Reinforced Concrete.
- C. ACI SP-66 - American Concrete Institute - Detailing Manual.
- D. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- E. AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- F. CRSI - Concrete Reinforcing Steel Institute - Manual of Practice.
- G. Florida Building Code.

1.4 SUBMITTAL FOR REVIEW

- A. Section 01300 - Submittals. Procedures for submittals.
- B. Shop Drawings: Indicate bar sizes, spacings, locations. and quantities of reinforcing steel, bending and cutting schedules, and supporting and spacing devices.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301, ACI SP-66, ACI 318, CRSI and Florida Building Code standards. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, unfinished.

2.2 ACCESSORIES

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions, plastic coated steel.
- C. Rust-Inhibitive Coating: See Section 03732.2 (B).

2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318 and CRSI Manual of Practice.
- B. Locate reinforcing splices as directed by Engineer.

PART 3 EXECUTION

3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Maintain concrete cover around reinforcing as follows:

Item	Coverage
Supported Slabs	1-1/2 inches
Walls	1-1/2 inches
Columns	1-1/2 inches
- C. Accommodate placement of formed openings.
- D. Lap splice reinforcing bars 48 bar diameters unless indicated otherwise by Engineer.
- E. Apply brush coating of rust-inhibitive coating to all reinforcing steel.

3.2 FIELD QUALITY CONTROL

- A. Section 01001 – Basic Requirements: Field inspection.
- B. Inspect for acceptability. Obtain Engineer's approval prior to placing repair concrete.

3.3 SCHEDULES

- A. Reinforcement for Structural Concrete Repairs: Deformed bars with rust-inhibitive coating.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cast-in-place concrete for large volume, full depth repair areas.

1.2 RELATED SECTIONS

- A. Section 03100 - Concrete Formwork.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03732 - Concrete Repair.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Concrete Repairs: By the square or linear foot. Includes concrete, reinforcing bars, placement, accessories, formwork, doweling, consolidating and leveling, troweling and curing.
- B. Unit cost for repair shall include the application of a stucco finish to match adjacent surfaces.
- C. Unit cost shall include the supply and installation of all new reinforcing bars and dowels requested by the Engineer.
- D. Unit cost for repair shall include the removal, storage, protection and reinstallation of aluminum railings as needed to access the work areas.

1.4 REFERENCES

- A. ACI 211.1 - Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
- B. ACI 301 - Structural Concrete for Buildings.
- C. ACI 302 - Guide for Concrete Floor and Slab Construction.
- D. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- E. ACI 305R - Hot Weather Concreting.
- F. ACI 308 - Standard Practice for Curing Concrete.

- G. ACI 318 - Building Code Requirements for Reinforced Concrete.
- H. ASTM C33 - Concrete Aggregates.
- I. ASTM C94 - Ready-Mixed Concrete.
- J. ASTM C150 - Portland Cement.
- K. ASTM C260 - Air Entraining Admixtures for Concrete.
- L. ASTM C494 - Chemical Admixtures for Concrete.
- M. Florida Building Code.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Mix Design: Provide mix design from concrete supplier.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01700 – Contract Closeout: Procedures for submittals.
- B. Accurately record actual locations of structural reinforcement repairs, type of repair, and dimensions of repair.
- C. Accurately record actual locations of embedded utilities and components that are concealed from view.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and the Florida Building Code.
- B. Maintain one copy of document on site.
- C. Acquire cement and aggregate from same source for all work.
- D. Conform to ACI 305R when concreting during hot weather.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal.
- B. Fine and Coarse Aggregates: ASTM C33.

- C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - Water Reducing, Type B - Retarding, Type D - Water Reducing and Retarding, Type F - Water Reducing, High Range.
- C. Calcinated Pozzolan: ASTM C618 Class MBSF, Microsilica.
- D. Corrosion Inhibitor: Rheocrete 222+ manufactured by Master Builders, Inc. or DCI-S manufactured by W. R. Grace, Inc.

2.3 ACCESSORIES

- A. Curing Compound: Compatible with any paint or coating system anticipated by the Owner.

2.4 CONCRETE MIX

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
- B. Provide concrete to the following mix design:

Unit	Measurement
Compressive Strength (7 day)	3,000 psi
Compressive Strength (28 day)	5,000 psi
Water/Cement Ratio (maximum)	0.40 by weight
Aggregate Size (maximum)	3/8 inch
Air Entrained	4 percent
Admixture	ASTM C-260
Admixture	ASTM C-494,B/D
Admixture	ASTM C-494,A/F
Corrosion Inhibitor	As recommended
Microsilica Content:	75 lbs./yd.
Slump - Plus or minus 1 inch	8 inches

- C. Do not use calcium chloride.
- D. Use set retarding admixtures during hot weather only when approved by Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Section 01039.

- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that block-outs, anchors, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by sandblasting and cleaning by waterblasting.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with epoxy adhesive.
- C. Apply bonding agent to all exposed existing concrete surfaces to be bonded in accordance with manufacturer's instructions as directed by the Engineer. The Engineer, at his sole discretion, may decide to omit the bonding agent.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, ACI 318, and ACI 304.
- B. Notify Engineer minimum 48 hours prior to commencement of operations.
- C. Ensure reinforcement, block-outs, inserts and embedded parts are not disturbed during concrete placement.
- D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- E. Do not interrupt successive placement; do not permit cold joints to occur.
- F. Screed floors level or to match slopes, maintaining surface flatness of maximum 1/4 inch in 10 ft.

3.4 CONCRETE FINISHING

- A. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
- B. Provide floor surfaces with steel trowel finish.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

- C. Cure concrete floor surfaces in accordance with ACI 308.
- D. Spraying: Spray water over floor slab areas and maintain wet for 7 days.
- E. Curing Compound: Apply curing compound in accordance with manufacturer's instruction as an alternate to spraying. Confirm that curing compound is compatible with any subsequent paint or coating.

3.6 FIELD QUALITY CONTROL

- A. Section 01400 – Quality Assurance: Field inspection and testing.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Four concrete test cylinders will be taken per concrete delivery.
- D. One slump test will be taken per concrete delivery.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Shrinkage cracking, honeycomb or embedded debris in concrete shall be considered defective concrete.
- C. Patch imperfections as directed. Repair shrinkage cracks with pressure-injected or gravity-feed epoxy adhesive as directed by the Engineer.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Large Volume, Full Depth Repair Areas and Balcony Slab Replacements: 5,000 psi 28 day pump-mix concrete, rubbed finish at formed surfaces and trowel finish at floor top surface.

END OF SECTION

SECTION 03732

CONCRETE REPAIR

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation of concrete and application of repair materials.
- B. Repair of concrete internal reinforcement.

1.2 RELATED SECTIONS

- A. Section 03021 – Strengthening of Concrete with FRP Reinforcement.
- B. Section 03100 - Concrete Formwork.
- C. Section 03200 - Concrete Reinforcement.
- D. Section 03300 - Cast-in-Place Concrete.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Repair Surfaces: By the square or linear foot. Includes surface preparation, repair material, reinforcing bars, formwork, doweling consolidating and leveling, finish and curing.
- B. Unit cost for repair shall include the application of a stucco finish to match adjacent surfaces.
- C. Unit cost for repair shall include the supply and installation of all new reinforcing bars requested by the Engineer. Including all reinforcing bar dowels.
- D. Unit cost for repair shall include the removal, storage, protection and reinstallation of aluminum railings as needed to access the work areas.

1.4 REFERENCES

- A. ASTM A615/A615M - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- B. ASTM C882 - Bond Strength of Epoxy Resin Systems Used with Concrete.
- C. Florida Building Code.
- D. International Concrete Repair Institute.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01700 – Contract Closeout: Procedures for submittals.
- B. Accurately record actual locations of structural reinforcement repairs, type of repair, and dimensions of repair.

1.7 QUALITY ASSURANCE

- A. Perform concrete repair work in conformance with the International Concrete Repair Institute and Florida Building Code standards.
- B. Materials Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum ten years documented experience.
- C. Applicator: Company specializing in concrete repair with minimum five years documented experience and approved by manufacturer. State certified general contractor.

1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01600 – Material and Equipment: Transport, handle, store, and protect products.
- B. Comply with instructions for storage, shelf-life limitations, and handling.

1.9 WARRANTY

- A. Provide five-year warranty under provisions of Section 01700.
- B. Warranty: Include coverage for cracking and spalling of repair areas. Include repair of waterproofing and finish systems damaged by warranty work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. BASF Building Systems
 - 2. Sika Corporation

3. Sto Construction Restoration Division
4. Mapei Corporation
5. Aquafin Inc.
6. Substitutions: Under provisions of 01600.

2.2 PATCHING MATERIALS

- A. Epoxy Adhesive: Two-component, 100% solids, moisture insensitive, structural epoxy adhesive.
- B. Bonding Agent: Multi-component, moisture tolerant, epoxy-modified, cementitious bonding agent.
- C. Cementitious Mortar: One or two-component, polymer modified, cementitious mortar with integral corrosion inhibitor.
- D. Curing Compound: As recommended by repair mortar manufacturer. Compatible with subsequent waterproof membranes, coatings and finishes.
- E. Sealant: One-part, polyurethane sealant.
- F. Topping: SikaQuick 1000 or equivalent.

2.3 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade billet-steel deformed bars, unfinished with rust-inhibitive coating.
- B. Rust-Inhibitive Coating: Multi-component, moisture tolerant, epoxy-modified, cementitious rust-inhibitive coating.

2.4 MIXING EPOXY ADHESIVES

- A. Mix epoxy adhesives in accordance with manufacturer's instructions for purpose intended.
- B. Mix components in clean equipment or containers. Conform to pot life and workability limits.

2.5 MIXING CEMENTITIOUS MATERIALS

- A. Mix cementitious mortar in accordance with manufacturer's instructions for purpose intended.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means acceptance of existing surfaces.

3.2 HURRICANE SHUTTER REMOVAL AND REINSTALLATION

- A. Inspect the hurricane shutters with the Owner and Engineer and video record the appearance and operating condition of the frames, shutters and tracks.
- B. Remove the hurricane shutters with care so as not to damage same.
- C. Store on site as directed by the Owner. Tag frames, shutters and tracks as necessary for identification if not stored inside apartments. Protect from weathering and damage. Storage areas will be on paved parking areas or parking garage unless Owner and individual apartment owner permits storage inside apartment.
- D. Upon completion of the Work, reinstall hurricane shutters using stainless steel fasteners with a one-part urethane sealant in pre-drilled holes.
- E. Inspect the completed installation with the Owner and Engineer to confirm that the hurricane shutter appearance and operation are the same as prior to the Work.
- F. Repair any damage to the frames, shutters, tracks and apartment floor, wall and/or ceiling finishes caused by the Work at no cost to the Owner.

3.3 PREPARATION – SPALL REPAIR

- A. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; sandblast; rinse surface and allow to dry.
- B. Remove deteriorated or unsound concrete by chipping hammer were directed by the Engineer. Removal of concrete shall extend 2" to 4" beyond the outer boundary mark of unsound concrete. Areas removed shall be rectangular shaped.
- C. The edges of the patch area shall be perpendicular or slightly undercut between 3/8" and 1/2" deep. Feather edges will not be permitted.
- D. Concrete shall be removed completely around exposed corroded reinforcing steel such that a 3/4" clearance from the existing concrete is obtained.
- E. Removal of concrete shall be performed by using chipping hammers not in excess of 30-lb. rating.
- F. Remove loose concrete from the patch area and leave said area boom clean.
- G. Sandblast clean the exposed reinforcement steel surfaces. Mechanically cut away damaged portions of bar.

- H. Apply brush coating of rust-inhibitive coating to exposed reinforcement steel.

3.4 PREPARATION – CRACK REPAIR

- A. Vee-grind cracks to approximately 1/4-inch width.
- B. Flush out cracks and voids with water to remove laitance and dirt.
- C. Seal bottom of crack with smooth paste epoxy adhesive

3.5 APPLICATION – CEMENTITIOUS MORTAR

- A. Apply scrub coat of neat mortar to SSD concrete surfaces. Provide full surface coverage.
- B. Apply cementitious mortar by steel trowel to an average thickness of one inch. Tamp into place filling voids at spalled areas. Work mix into honeycomb. Apply additional lifts as necessary.
- C. Alternately, install forms and place cementitious mortar by pouring. Vibrate as necessary to consolidate.
- D. Damp cure cementitious mortar for four days or as per manufacturer's instructions. Alternatively, apply curing compound in accordance with manufacturer's instructions.

3.6 APPLICATION - EPOXY DOWEL INSTALLATION

- A. Drill a hole into sound concrete 1/8" larger than the diameter of reinforcing bar dowel. The hole shall be a minimum of 8" deep.
- B. Clean the hole with compressed air or water. Allow to dry.
- C. Partially fill hole with epoxy gel adhesive.
- D. Full insert reinforcing bar dowel and rotate 180 degrees.
- E. Allow epoxy gel adhesive to cure.

3.7 APPLICATION – CRACK REPAIR (GRAVITY FEED EPOXY)

- A. Clean routed crack with compressed air.
- B. Fill crack with an epoxy resin adhesive.
- C. Grind smooth to adjacent concrete surface.

3.9 FIELD QUALITY CONTROL

- A. Section 01400 – Quality Control: Field inspection.

3.10 SCHEDULE

- A. Concrete Member Spalls: Cementitious mortar with smooth trowel finish. Apply painted or painted stucco finish to match adjacent surfaces.
- B. Reinforcing Bar Dowel Installation: Epoxy gel adhesive.
- C. Structural Concrete Cracks: Gravity fed epoxy resin adhesive.

END OF SECTION

SECTION 05500

ALUMINUM SCREEN ENCLOSURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aluminum screen enclosures.

1.2 RELATED SECTIONS

- A. Section 02072 – Demolition.

1.3 REFERENCES

- A. ASTM B211 – Aluminum–Alloy Bars, Rods, and Wire.
- B. ASTM B221 – Aluminum–Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- C. ASTM B241 – Aluminum–Alloy Seamless Pipe and Seamless Extruded Tube.
- D. ASTM B483 – Aluminum and Aluminum–Alloy Drawn Tubes For General Purpose Applications.
- E. Florida Building Code, Latest Edition.

1.4 DESIGN REQUIREMENTS

- A. Guard assembly and attachments to resist lateral force of 50 lbs. per foot or 200 lbs. at any point without damage or permanent set. See FBC Section 1607.8.1.
- B. Intermediate rails to resist horizontal force of 50 lbs. on an area equal to 1 sq. ft. See FBC Section 1607.8.1.
- C. Guard members shall be designed and installed such that a 4 inch diameter sphere cannot pass. Guard height shall be 43 inches minimum above the unfinished balcony surface.
- D. All members to meet wind load requirements included applicable load from screens.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01001 – Submittals: Procedure for submittals.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories consistent with details. Shop drawings shall be signed and sealed by a Professional Engineer registered in the State of Florida.

- C. Calculations: Calculations for member sizes and fastening shall be signed and sealed by a Professional Engineer registered in the State of Florida.
- D. Shop Drawings and Calculations should take into account where reinforcing bars are located in the slab. Setback distance of the enclosures needs to avoid conflict with existing shutters, sliding glass doors, etc. The interior edges of the replacement enclosures shall be 4" maximum from edge of balcony slabs.
- E. Samples: Submit one, 48" long sample of screen enclosure.

PART 2 PRODUCTS

2.1 FABRICATOR

- A. Fabricator shall be acceptable to Owner and Engineer.
- B. Contractor shall submit name of proposed fabricator with bid proposal.

2.2 ALUMINUM SCREEN ENCLOSURE SYSTEM

- A. Vertical Members: 3" x 2" x 0.125" minimum size, extruded tubing conforming to ASTM Specifications.
- B. Intermediate Horizontal Members: 3" x 1" x .125" minimum size, fully welded, extruded tubing conforming to ASTM Specifications.
- C. Top and Bottom Horizontal Members, Vertical Members Attached to Building Wall/Column: 2" x 1" x .125" minimum size, fully welded, extruded tubing conforming to ASTM Specifications. Bottom member to sit ¼" off slab surface to allow for water drainage.
- D. Pickets: 1" x 1" x 0.0625" minimum size, fully welded, extruded tubing conforming to ASTM Specifications.
- E. Fittings: Elbows, T-shapes, wall brackets, escutcheons, cast aluminum.
- F. Inserts: Solid or hollow square tube sections; friction fit into post.
- G. Mounting: Stainless steel concrete fasteners dipped in sealant. Min. ¼" dia. Dissimilar metals to be separated with neoprene shims.
- H. Splice Connectors: Collar with locking stainless steel screws; extruded aluminum.
- I. Exposed Fasteners: Flush countersunk stainless steel screws or bolts; consistent with design of railing
- J. Exterior Aluminum Surfaces: Three (3) coat system consisting of chrome phosphate pre-treatment, primer, 70% fluorocarbon color coat, and clear coat,

baked finish. Color as selected by Owner: 10-year warranty with no sea coast exclusion. Alternate coatings can be used if they provide the same warranty as the coating described above.

- K. Screen: Min. 18/14 screen with matching spline. Provide alternate price quote for Super Screen.

2.3 FABRICATION

- A. Fit and shop assemble components in largest practical sizes for delivery to site.
- B. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- C. Provide anchors and fittings required for connecting railings to structure.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- F. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
- G. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- I. Accommodate for expansion and contraction of members and building movement without damage to connections or members.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

- A. Clean and strip aluminum where site welding is required.

3.3 INSTALLATION

- A. Install components plumb and level, accurately fitted, free from distortion or defects.

- B. Anchor to walls and slabs with anchors and fittings. Dip fasteners in sealant prior to installing fasteners.
- C. Conceal bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
- D. Assemble with spigots and sleeves to accommodate tight joints and secure installation.
- E. Guard height shall be 43 inches minimum above unfinished surface. Make allowance for tile or other finish.
- F. Gaps between connected members shall be $\frac{1}{16}$ " maximum. Gaps larger than $\frac{1}{16}$ " shall be grounds for rejection.
- G. Install beauty sealant at inside and outside perimeters at walls and ceiling.
- H. Screen enclosures will be installed so that screening material can be applied from outside surface.

3.4 SCHEDULE

- A. Private Balconies: Aluminum picket screen enclosure.

END OF SECTION

SECTION 05520

ALUMINUM PICKET RAILINGS

PART 1 GENERAL

1.5 SECTION INCLUDES

- A. Aluminum handrails, balusters and fittings.

1.6 RELATED SECTIONS

- A. Section 02072 – Demolition.

1.7 REFERENCES

- A. ASTM B211 – Aluminum–Alloy Bars, Rods, and Wire.
- B. ASTM B221 – Aluminum–Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- C. ASTM B241 – Aluminum–Alloy Seamless Pipe and Seamless Extruded Tube.
- D. ASTM B483 – Aluminum and Aluminum–Alloy Drawn Tubes For General Purpose Applications.
- E. Florida Building Code, Latest Edition.

1.8 DESIGN REQUIREMENTS

- A. Railing assembly, wall rails, and attachments to resist lateral force of 50 lbs. per foot or 200 lbs. at any point without damage or permanent set. See FBC Section 1607.8.
- B. Railing assembly to resist lateral wind pressure as required by Florida Building Code.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01001 – Submittals: Procedure for submittals.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories consistent with details. Shop drawings shall be signed and sealed by a Professional Engineer registered in the State of Florida.
 - 1. Shop drawings and calculations should reflect locations of existing reinforcing bars. Calculations should address concrete breakout in relation to existing reinforcing bar locations.
- C. Samples: Submit one, 48" long sample of guardrail.

PART 2 PRODUCTS

2.1 ALUMINUM RAILING SYSTEM

- A. Rail Caps: 2-5/8" x 1" minimum size, extruded tubing conforming to ASTM Specifications.
- B. Posts: 2" x 2" minimum size, fully welded, extruded tubing conforming to ASTM Specifications.
- C. Pickets: 1" x 1" square minimum size conforming to ASTM specifications.
- D. Channel: 2" x 1" minimum size conforming to ASTM specifications.
- E. Fittings: Elbows, T-shapes, wall brackets, escutcheons, inserts, cast aluminum.
- F. Mounting: Core drilled holes.
- G. Splice Connectors: Sleeve with locking stainless steel screws: extruded aluminum.
- H. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.
- I. Exterior Aluminum Surfaces: Chrome phosphate pre-treatment, primer, 70% fluorocarbon (Kynar) color coat and clear coat; color as selected by Owner, 10 year warranty with no seacoast exclusion. Coating to conform to AAMA 2605.
- J. Apply one coat of bituminous paint to concealed aluminum surfaces in contact with cementitious or dissimilar materials.
- K. Railings to be fully welded except at splice connections which will require mechanical fastening.

2.2 FABRICATION

- A. Fit and shop assembly components in largest practical sizes for delivery to site.
- B. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- C. Provide anchors and fittings required for connecting railings to structure.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- F. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
- G. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- H. Accurately form components to suit stairs and landings, to each other and to building structure.
- I. Accommodate for expansion and contraction of members and building movement without damage to connections or members.

2.4 ANCHORING GROUT

- A. Masterflow 110AN manufactured by Sonneborn/BASF.

PART 3 EXECUTION

3.5 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.6 PREPARATION

- B. Clean and strip aluminum where site welding is required.
- A. Contractor to identify locations of existing reinforcing bars to prevent cutting any existing reinforcing bars.

3.7 INSTALLATION

- A. Install components plumb and level, accurately fitted, free from distortion or defects.
- B. Anchor railings to walls with anchors and fittings.
- C. Core holes in concrete slabs and/or beams. Anchor posts with anchoring grout. Finish with slight crown from the post down to the edge. After grout has cured, apply a bead of one-part urethane sealant at the rail post/grout joint.
- D. If Contractor cuts any reinforcing bars during installation, Contractor is to notify Engineer immediately and is responsible for making repairs if necessary.

- E. Conceal bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
 - F. Assemble with spigots and sleeves to accommodate tight joints and secure installation.
 - G. Railing height shall be 43 inches minimum above **finished** surface.
- 3.8 SCHEDULE
- A. Balconies and Walkways: Aluminum picket railing.

END OF SECTION

SECTION 07575

PEDESTRIAN DECK COATING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fluid applied, flexible, modified urethane deck coating systems.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. None.

1.3 RELATED SECTIONS

- A. Section 03732 – Concrete Repair.

1.4 REFERENCES

- A. ASTM D412 - Rubber Properties in Tension.
- B. ASTM 1653 - Vapor Permeability.
- C. ASTM D903 - Adhesion to Concrete.
- D. ASTM D1353 – Solids Content.
- E. ASTM D2240 – Hardness.

1.5 SYSTEM DESCRIPTION

- A. Waterproofing System: Multiple application of fluid applied material to prevent moisture migration.

1.6 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
- C. Product Data: Provide data for surface conditioner and joint and crack sealants, with temperature range for application of waterproofing membrane.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter

conditions requiring special attention.
1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with manufacturer's instructions.
- B. Maintain one copy of document on site.

1.8 QUALIFICATIONS

- A. Waterproofing Material Manufacturer: Company specializing in waterproofing membrane with ten years experience.
- B. Applicator: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperatures above 40 degrees F for 24 hours before and during application and until liquid or mastic accessories have cured.

1.10 WARRANTY

- A. Provide five-year warranty under provisions of Section 01700.
- B. Warranty: Include coverage for waterproofing failing to resist penetration of water, except where such failures are the result of structural failures of building. Hairline cracking of concrete due to temperature change or shrinkage is not considered a structural failure.
- C. For warranty repair work, be responsible for removal and replacement of materials concealing waterproofing.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Sika Sikalastic 710/715.
- B. Tremco Vulkem 350NF/351.
- C. Masterseal Traffic 1500.
- C. Substitutions: Under provisions of Section 1600.

2.2 MEMBRANE COMPOUND MATERIAL

- A. Waterproofing Membrane: Liquid-applied, single component, moisture-cured, elastomeric, modified polyurethane.

2.3 ACCESSORIES

- A. Joint and Crack Sealant: As required by membrane manufacturer.
- B. Cant Bead: One or two-part urethane sealant as recommended by membrane manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces are durable; free of dampness, loose particles, cracks, pits, projections, or foreign matter detrimental to adhesion or application of waterproofing system.
- B. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.
- C. Verify items which penetrate surfaces to receive waterproofing are securely installed.

3.2 PREPARATION

- A. Protect adjacent surfaces not designated to receive waterproofing.
- B. Completely remove existing finish by mechanical means approved by the manufacturer and Engineer to expose the top surface of the concrete deck slab.
- C. Clean and prepare surfaces to receive waterproofing by sandblast or shotblast in accordance with manufacturer's instructions.
- D. Do not apply waterproofing to surfaces unacceptable to manufacturer, applicator or Engineer.
- E. Seal cracks and joints in accordance with membrane manufacturer requirements.

3.3 APPLICATION

- A. Apply 8-inch-wide stripe coat over all cracks and joints.
- B. Apply primer in accordance with manufacturer's instructions.
- C. Apply base coat of waterproofing material in accordance with manufacturer's instructions.
- D. Apply top coat sanded to refusal in accordance with manufacturer's instructions.

- E. Continue waterproofing material up vertical surfaces minimum 4 inches.
- F. Install sealant cant bead at internal corners.
- G. Seal watertight, items projecting through waterproofing material.

3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01001.
- B. Material manufacturer's representative shall inspect the Work periodically to ensure that materials are being used in accordance with material manufacturer's recommendations, instructions and specifications.

3.5 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01001.
- B. Do not permit traffic over unprotected or uncovered membrane.
- C. Allow to cure 3 days minimum prior to installing finish. Comply with manufacturer's recommendations regarding exposure to UV light.

3.6 SCHEDULE

- A. Balcony Slab: 2-coat, liquid-applied, modified urethane waterproofing membrane. sanded to refusal.

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealant bead at railing post/grout joint.
- B. Repair of stucco finish cracks.
- C. Replacement of horizontal and vertical expansion joints.
- D. Sealing of 90-degree angles formed where exterior walls change direction, both vertically and horizontally. Include intersections of horizontal floor slabs/vertical walls.

1.2 RELATED SECTIONS

- A. Section 09900 – Painting

1.3 REFERENCES

- A. ASTM C920 - Elastomeric Joint Sealants.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.
- D. Samples: Submit two samples, 2-inch x 2 inch in size, illustrating sealant colors for selection.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.8 WARRANTY

- A. Provide seven-year warranty under provisions of Section 01700.
- B. Warranty: Include coverage for installed sealants which fail to achieve water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Sika Corporation
- B. Tremco Inc.
- C. BASF Building Systems
- D. Substitutions: Under provisions of Section 01600.

2.2 SEALANTS

- A. Stucco Repair, Waterproofing Detailing, and Stucco/Metal Sealant: Polyurethane Sealant (Type S): ASTM C920, Grade NS, Class 25; single or multi component, chemical curing, non-staining, non-bleeding, non-sagging type; color as selected by Owner.
- B. Stucco Patching Material: Elastomeric patching compound.

2.3 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Bond Breaker Tape: As recommended by sealant manufacturer to prevent three-sided adhesion.

- C. Backer Rod: Closed cell polyurethane backer rod as recommended by sealant manufacturer to prevent three-sided adhesion.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that sealant and primer are will achieve proper adhesion to substrate.

3.2 PREPARATION

- A. Perform preparation in accordance with manufacturer's instructions.
- B. Protect elements surrounding the work of this section from damage or disfiguration.
- C. Solvent wipe all metal surfaces with Xylene.

3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Install bond breaker tape to prevent three-sided adhesion.
- C. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- D. Tool, as required, to properly fill crack or joint.
- E. Allow sealant to cure.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

3.4 STUCCO CRACK REPAIR

- A. Detail all hairline cracks (less than 1/16 inch wide) with textured brush grade elastomeric patching compound. Bridge crack approximately 2 inches on both sides and crown center directly over crack approximately 1/16 inch. Match existing stucco texture as close as possible.
- B. Rout all cracks greater than 1/16 inch wide to a width and depth of 1/4 inch. Prime joint as recommended by sealant manufacturer. Fill joint with sealant. Apply a coat of textured brush grade elastomeric patching compound as set forth in (A) above.

3.5 SLAB CRACK REPAIR

- A. Rout all cracks to a width and depth of 1/4 inch. Clean and prime joint as recommended by sealant manufacturer.
- B. Fill joint with sealant. Tool flush with slab.

3.6 CLEANING

- A. Clean work under provisions of 01700.
- B. Clean adjacent soiled surfaces.

3.7 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provisions of Section 01500.
- B. Protect sealants until cured.

3.8 SCHEDULE – BASE BID

- A. Crack Repair: One or two-part polyurethane sealant installed in prepared crack.
- B. Balcony Deck Slab: One or two-part polyurethane sealant that does not pick up dirt.
- C. Window/door Perimeter Sealant: One-part polyurethane sealant.

END OF SECTION

SECTION 09220

PORTLAND CEMENT PLASTER

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Portland cement plaster system (stucco) to be installed at concrete and masonry repair areas and where existing stucco has become delaminated.

1.2 RELATED SECTIONS

- A. 03732 – Concrete Repair.

1.3 REFERENCES

- A. ASTM C150 - Portland Cement.
- B. ASTM C926 - Application of Portland Cement Based Plaster.
- C. Florida Building Code.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on plaster materials, characteristics and limitations of products specified.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C926 and Florida Building Code standards.
- B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with minimum five years documented experience.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply plaster when substrate or ambient air temperature is less than 50 degrees F nor more than 80 degrees F.
- B. Maintain minimum ambient temperature of 50 degrees F during installation of

plaster and until cured.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Rinker Stucco Mix.
- B. Substitutions: Under provisions of Section 01600.

2.2 CEMENT PLASTER MIXES

- A. Cement Plaster: Premix in accordance with manufacturer's instructions. Use bonding agent as mixing liquid as recommended by manufacturer.
- B. Mix only as much plaster as can be used prior to initial set.
- C. Mix materials dry, to uniform color and consistency, before adding mixing liquid.
- D. Protect mixtures from contamination and evaporation.
- E. Do not retemper mixes after initial set has occurred.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify surfaces and site conditions under provisions of Section 01039.
- B. Masonry: Verify joints are cut flush and surface is ready to receive work of this Section. Verify no bituminous or water repellent coatings exist on masonry surface.
- C. Concrete: Verify surfaces are flat, honeycombs are filled flush, and surfaces are ready to receive work of this Section. Verify no bituminous, water repellent, or form release agents exist on concrete surfaces that are detrimental to plaster.

3.2 PREPARATION

- A. Dampen masonry surfaces to reduce excessive suction.
- B. Clean concrete surfaces of foreign matter. Clean surfaces using acid solutions, solvents, or detergents. Wash surfaces with clean water.
- C. Roughen smooth concrete surfaces and apply bonding agent apply in accordance with manufacturer's instructions.

3.3 PLASTERING

- A. Apply plaster in accordance with manufacturer's instructions.
- B. Apply brown coat to a nominal thickness of 3/8 inch and a finish coat to nominal thickness of 1/8 inch over masonry and concrete surfaces to match existing surfaces.
- C. Moist cure brown coats.
- D. After curing, dampen base coat prior to applying finish coat.
- E. Apply finish coat and trowel to a consistent finish to match existing.
- F. Avoid excessive working of surface. Delay troweling as long as possible to avoid drawing excess fines to surface.
- G. Moist cure finish coat for minimum period of 48 hours.

3.4 WALL BUILD OUT APPLICATION

- A. Roughen surfaces to a min. of CSP 5 to 6 in accordance with manufacturer's requirements.
- B. Moisten substrate to a SSD condition.
- C. Apply vertical repair mortar to the desired thickness according to the manufacturer's requirements.
- D. Moist cure to avoid cracking.

3.5 SCHEDULES

- A. Repair Surfaces: Two coat cement plaster, trowel finish to match existing texture. Paint to match adjacent surfaces.
- B. Wall Build Out: Vertical repair mortar to thicken wall to allow for appropriate stucco application.

END OF SECTION

SECTION 09705

RESINOUS FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fluid applied, acrylic-modified, integral color, cementitious knockdown flooring.
- B. Stain.

1.2 RELATED SECTIONS

- A. ASTM C190 - Tensile Strength.
- B. ASTM C109 - Compressive Strength.

1.3 REFERENCES

- A. None.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available; and maintenance procedures.
- C. Samples: Submit one sample, 48 x 48 inch in size illustrating color and pattern for each floor material for each color specified.
- D. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.
- C. Supervisor: Trained by product manufacturer.

1.6 MOCKUP

- A. Provide mockup of flooring under provisions of Section 01400.
- B. Provide one mockup, one balcony deck.
- C. Locate where directed by Owner or Engineer.
- D. Mockup may remain as part of the Work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Store resin materials in a dry, secure area.
- C. Maintain minimum temperature of 55 degrees F.
- D. Store materials for three days prior to installation in area of installation to achieve temperature stability.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperature required by manufacturer three days prior to, during, and 24 hours after installation of materials.

1.9 WARRANTY

- A. Provide five year warranty under provisions of Section 01700.
- B. Warranty: Include coverage against flooring delamination from substrate, degradation of surface finish.

1.10 MAINTENANCE DATA

- A. Submit under provisions of Section 01700.
- B. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.

1.11 EXTRA MATERIALS

- A. Furnish under provisions of Section 01400.
- B. Provide one 50 bag minimum of flooring material, of each color selected.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Increte Systems.
- B. Sika Flexcoat.
- C. Substitutions: Under provisions of Section 01600.

2.2 ACCESSORIES

- A. Subfloor Filler: Cementitious repair mortar; type recommended by flooring material manufacturer.
- C. Stain: INSL-X Tuffcrete CST-5XXX Series or Sika Flexcoat ATC

2.3 COLORS AND PATTERNS

- A. As determined by the Owner.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are smooth and flat with maximum variation of 1/4 inch in 10 ft, and are ready to receive work.
- B. Verify waterproofing membrane has cured a minimum 3 days, exhibit negative alkalinity, carbonization, or dusting.
- C. Verify deck surfaces are free of substances that may impair adhesion of new finish materials.

3.2 PREPARATION

- A. Remove deck ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with deck filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level.
- C. Clean substrate by waterblast.

3.3 INSTALLATION

- A. Apply in accordance with manufacturer's instructions.

- B. Apply to a minimum thickness of 1/8 inch.
- C. Finish to smooth level surface.
- D. Cove at vertical surfaces.
- E. Apply stain to match.

3.4 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01001.
- B. Prohibit traffic on floor finish for 48 hours after installation.
- C. Barricade area to protect flooring until cured.

3.6 SCHEDULE

- A. Balconies: Acrylic-modified, cementitious knockdown coating.

END OF SECTION

SECTION 09900

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field application of sealers, paints and coatings.

1.2 RELATED SECTIONS

- B. Section 09220: Portland Cement Plaster.

1.3 REFERENCES

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- C. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

1.4 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for finishes.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

PART 2 PRODUCTS

- 2.1 See Benjamin Moore Specifications (attached)

PART 3 EXECUTION

- 3.1 See Benjamin Moore Specifications (attached).

END OF SECTION

BENJAMIN MOORE & COMPANY

**SPECIFICATIONS
&
PRODUCT DATA**



OCEAN TRAIL V CONDOMINIUM



EXTERIOR PAINTING SPECIFICATIONS

FOR

**Ocean Trail V Condominium
500 Ocean Trail Way
Jupiter FL 33477**

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OCEAN TRAIL V CONDOMINIUM

October 18, 2024

Ocean Trail V Condominium
500 Ocean Trail Way
Jupiter FL 33477

An inspection has been made by a Benjamin Moore Representative and/or an authorized dealer representative on the above listed address. This specification has been written for the purpose of offering an **TEN (10) year** non-prorated (material and labor) warranty on the waterproofing and painting of the exterior stucco of these buildings.

A Benjamin Moore Representative or an authorized dealer representative will inspect the work in progress to help ensure proper preparation and application of all products.

SCOPE OF WORK: One multi-level building, interior of parking garage and de-attached parking structures.

1. Bleach wash all mildew areas.
2. Completely pressure clean all exterior surfaces to be painted.
3. Seal all exposed exterior stucco surfaces.
4. **Refer to engineer's specifications for caulking.**
5. Patch all cracks as specified within.
6. **Apply ~~TexCrete~~ Smooth Coating over all new repaired stucco and parapet cap and back side wall.**
7. Paint all sheer walls and elevations.
8. Paint all overhang features.
9. Paint all other balcony walls, columns, eyebrows and ceilings.
10. Paint breeze ways from ground level parking area to building.
11. Paint exterior parking garage walls.
12. Paint all previously painted interior walls, ceilings, pipes and doors of parking garage
13. Paint metal Fire and service doors and frames
14. Paint all metal common area hand railings.
15. Paint all metal gutters and downspouts.
16. Paint all previously painted surfaces of de-attached parking structures.
17. Prepare and paint wood fascia boards.

OPTIONS:

1. Color change is possible, which may lead to a additional finish coat. (Contractor to provide a price for a additional finish coat if needed.
2. Cost to paint brick decorative features inserts of parking garage.

EXCLUSIONS:

1. Roof tiles
2. All walkways, sidewalks, and driving surfaces.
3. All balcony decks.
4. All hurricane shutters.
5. All interior building surfaces.
6. Any area not specifically specified.

OCEAN TRAIL V CONDOMINIUM

TERMS AND CONDITIONS

A. EXTRAS & CHANGES

1. It is anticipated that the aforementioned work shall be inclusive and that there will not be extras or changes. The need for extra work and changes in the specifications will be the sole responsibility and determination of the Owner and will be submitted as a written work order to the Painting Contractor. No extra work will be done or changes made in the work as specified without a written work order from the Owner.

B. LICENSE AND PERMITS

1. The Painting Contractor shall include with your proposal a copy of any valid Occupational and Professional Licenses necessary to operate in the State of Florida, the County and the City where the project is located. Further the Painting Contractor is responsible for obtaining all necessary permits as required by the State of Florida, the County and the City where the project is located.

C. INSURANCE

1. The Painting Contractor will be required to furnish suitable insurance certificates covering liability and property damage, Worker's Compensation coverage and they shall be kept in force during the course of the work. The Painting Contractor shall hold the Owner(s) harmless from all liens or damages arising from or caused by the work. Please include documentation of all such coverage or show the ability to obtain such coverage.

D. SAFETY RELATED PRECAUTIONS

1. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

OCEAN TRAIL V CONDOMINIUM

PAINTING

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.
- B. All work is to be done in a workmanlike manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.
- C. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.
- D. The Painting Contractor will not sub-contract any of their work. If the Painting Contractor proposes to sub-contract any work the Painting Contractor shall submit a complete list of any work proposed to sub-contract and proposed sub-contractors along with all licenses and proofs of insurance for each. The Owner(s) or an authorized representative prior to the execution of the Contract shall review the list. The Owner(s) reserves the right to reject any proposed subcontractor.
- E. The Painting Contractor must include a price per square foot for all repairs as needed to all undiscovered spalling stucco and all other stucco in need of repair other than visible restoration. Visible deterioration must be repaired.
- F. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.
- G. All materials shall be applied uniformly.
- H. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupants property including all balconies, screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage.
- I. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

1.02 LIASON

- A. The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from residents of the Owner's Property or from the Painting Contractor's employees.

1.03 INSPECTION

- A. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner or the Owner's Representative together walk the project and make a list of all existing damage. This list should contain the names and/or numbers of any units showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.
- B. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work. The Painting Contractor shall bear all expenses associated with tests, inspections and approvals required which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Inspections conducted the Benjamin Moore & Company representative does not dismiss the Painting Contractor of responsibility for the prescribed preparation and application of specified products.

OCEAN TRAIL V CONDOMINIUM

1.03 INSPECTION (continued)

- C. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the Benjamin Moore Representative or owner for failing to comply with the Specification Documents whether observed prior to the commencement of the warranty period or during the warranty period. Benjamin Moore & Company accepts no responsibility for any increase in cost due to the any unforeseen or undiscovered condition that may arise.

1.04 RELEASE OF LIEN AND WARRANTY CERTIFICATE

- A. The successful completion of the project, while meeting all the necessary requirements to satisfy the issuance of a warranty, must be approved by an Authorized Benjamin Moore Dealer Representative of the store selling all the materials for said project, a Representative of the Benjamin Moore & Company and the Owner or the Owner's Representative.
- B. All monies owed to all suppliers selling any materials for said project must be paid in full and the Painting Contractor must furnish a Final Release of Lien from all suppliers that have filed Notice to Owners against any and all properties covered in these Specifications.
- C. After above criteria has been met the Warranty will be issued and final payment to the Painting Contractor will be made.

1.05 BENJAMIN MOORE & COMPANY LIMITED WARRANTY

- A. The Painting Contractor shall be required to warranty the workmanship for period of time to correspond to the length of the material warranty as supplied by the Manufacturer. Please include a sample of "YOUR" warranty.
- B. The ten year exterior only limited warranty will apply only on the condition that the procedures stated and required in the Benjamin Moore & Company Limited Warranty are followed. *A sample copy of the Benjamin Moore & Company's Limited Warranty Program is attached.* The warranty extends only to the exterior masonry surfaces only not including floors and roofs.
- C. In order to control and properly document the required material usage, all materials must be purchased from a single Benjamin Moore Paints Authorized Dealer. This Dealer must be determined and agreed upon prior to the commencement of the work.
- D. The warranty states that any peeling, blistering, cracking or deterioration of the new paint film caused by a failure or defect in the structure or previous coatings is not covered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bids are to be based solely on coatings manufactured by the Benjamin Moore & Company, except as otherwise noted or specified.
- B. Colors are to be those as approved by the Owner(s). A duplicate color chip schedule will be supplied to the Painting Contractor.
- C. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.
- D. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.
- E. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.
- F. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.

OCEAN TRAIL V CONDOMINIUM

2.01 MATERIALS (continued)

- G. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

PART 3 EXECUTION

3.01 ACCESS

- A. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit adequate access to the areas to be painted.
- B. The Owner agrees to notify all occupants of the property to remove any personal items, patio furniture and vehicles as necessary to permit the Painting Contractor to proceed without delay.
- C. The Painting Contractor must give tenants a three to four day notice prior to commencement of work in their area in order to have all crafts or objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.
- D. The Painting Contractor must be allowed easy access to all locked areas that have been included to be painted.

3.02 STAGING AREA

- A. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the Owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the Painting Contractor and shall be left in a clean, safe and acceptable manner.

3.03 REMOVAL

- A. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters contaminated rags and trash shall be removed.
- B. The Paint contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

3.04 PREPARATION OF THE SURFACES

- A. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.
- B. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If, for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.
- C. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owners of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owners have instructed them to proceed under the current conditions.
- D. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.
- E. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

OCEAN TRAIL V CONDOMINIUM

3.05 MOLD AND MILDEW REMOVAL

- A. If any mold or mildew is apparent the Painting Contractor must provide a sanitized surface free of mold and mildew spores prior to applying any coating to any surface. Should there be a question of chlorinating any surface the inspector's decision will be final.
- B. **NOTE: USE RUBBER GLOVES, PROTECTIVE GOGGLES AND PROTECTIVE CLOTHING.** Using a garden type of pressure pot and spray wand, saturate the surface with a diluted solution of chlorine or bleach consisting of one volume of bleach or chlorine to three times volumes of water. As some solutions of chlorine and bleach are already diluted tests should be done to verify that the above-recommended solution will be strong enough to remove any mold and mildew present. If not the solution should be increased or decreased as to properly remove all mold and mildew.
- C. The solution must then be washed off with clean water. A water pressure cleaner can be used. If washing off wood surfaces or roofs care must be taken not to damage the surface or create leaks especially on roofs and windows.
- D. Repeat as necessary where needed. Sometimes the staining caused by mold and mildew contamination cannot be removed even after multiple applications of the removal solution. These surfaces if needed can be coated with a stain killing type of primer sealer such as our Benjamin Moore's Fresh Start Acrylic Primer 023 series to prevent bleed through. This primer must be applied after the primers that are specified below for each type of surface.
- E. The possibility of plant damage must be considered. If the mold and mildew removing solution run-off cannot be controlled or directed from vegetation, then it must be diluted with enough fresh water to render it harmless or another method of mold and mildew removal must be utilized.

3.06 GRAFFITI AND ROOFING MATERIAL STAINING

- A. The Painting Contractor shall be required to prepare surfaces where graffiti or asphalt material is present providing for complete blockage of visible traces of the said material through the specified coatings. The Painting Contractor shall remedy any physical damage to the substrate in the form of gouges or excessive build of the graffiti element to match adjacent surfaces. Should remedy fall outside the scope of this specification, the Painting Contractor will notify the Owner in writing or be responsible for these areas.
- B. The following methods for graffiti removal/blocking are suggested dependent on the extent of damage.
 - 1. Clean away all traces of mildew if present to eliminate deep contamination of the substrate.
 - 2. Scrub surfaces with a suitable solvent or detergent to remove graffiti element.
 - 3. Pressure clean, hot water pressure clean or abrasive blast stubborn stains on masonry to eliminate traces. Sand wood surfaces that have been gouged or carved to provide a smooth transition from the damaged areas to adjacent surfaces.
 - 4. Use a blocking primer such as **Benjamin Moore's Fresh Start 100% Acrylic All-Purpose Stain Blocking Primer 046** to prevent migration of color through to the specified finish coats.

3.07 DELAMINATING COATINGS

- A. Surfaces to be painted shall be made free of loose and delaminating coatings by the Paint Contractor. Delaminating that occurs as a result of insufficient preparation will be the sole responsibility of the Painting Contractor.
- B. Masonry Surfaces
 - 1. Power Tool Clean using sufficient power at angles that will remove loose coatings without damage to the surface.
 - 2. Test all edges of remaining coatings by Hand Tool Cleaning using a thin bladed sharp steel scraper.
- C. Smooth surfaces
- D. Doors, windows, and handrails shall be Hand or Power Tool Cleaned to remove loose coatings without damage to the surface.
- E. Prime surface with the specified materials
- F. Taper edges of remaining coatings to a smooth transition between levels using the specified patching materials.

OCEAN TRAIL V CONDOMINIUM

3.07 DELAMINATING COATINGS (continued)

- G. Prime patching material with the specified material.
- H. Surfaces that cannot be properly prepared without damage to the surface shall be brought to the attention of the Owner or their agent immediately upon discovery. These surfaces will be noted and withheld from the warrantee areas.

3.08 EXTERIOR SUBSTRATE PREPARATION

APPROXIMATELY 90% OF ALL PAINT FAILURES CAN BE DIRECTLY ATTRIBUTED TO IMPROPER SURFACE PREPARATION. STRICTLY FOLLOWING ALL SURFACE PREPARATION INSTRUCTIONS ON ALL SURFACES IS ESSENTIAL TO ACHIEVE MAXIMUM BENEFITS OF THE COATINGS TO BE USED. ALTHOUGH INSPECTIONS ARE CONDUCTED ON A REGULAR BASIS, IT IS THE PAINTING CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT ALL SURFACES TO BE PAINTED ARE PROPERLY AND COMPLETELY PREPARED PRIOR TO APPLICATION OF ANY AND ALL COATINGS.

A. EXTERIOR PREVIOUSLY PAINTED MASONRY AND STUCCO SURFACES

- 1. Preparation
 - a. Any mold and mildew must be removed as described in the section titled **MOLD AND MILDEW REMOVAL**.
 - b. Any areas exhibiting efflorescence deposits shall be treated with a 25% solution of Muriatic Acid to water, scrubbed and then thoroughly rinsed with clear water to neutralize any acidity. A pH test should then be conducted to verify if any further actions should be taken.
- 2. Cleaning
 - a. Pressure clean all stucco and masonry surfaces with pressure washing equipment of at least 3000 P.S.I. or greater being sufficient enough to remove as much existing deteriorating coating as possible. It is recommended to use a rotating nozzle on the pressure cleaner to facilitate removal of the existing deteriorating coating and to help identify any areas that are not presently deteriorating. All masonry surfaces must be free of dirt, grease, oil and chalk. All surfaces are to dry thoroughly. If necessary, repeat procedure. Surfaces are to be tested with phenothelen (chemically) to make sure stucco has cured before any coating is applied.
 - b. Areas exhibiting rust leaching from reinforcing steel are to be chipped to the reinforcing rods and primed with Benjamin Moore's Alkyd Metal Primer V1310 series.
 - c. Rust stains must be thoroughly removed. After wetting the surface with water, apply a solution of 2% oxalic acid or appropriate oxalic acid compound in water. It is important to observe the precautions listed on the container or these compounds for safe handling and storage. Wash with sponge and scrub brush until stain is removed, then rinse with clean water. Where rust staining was evident spot prime areas with one coat of Benjamin Moore's Acrylic Metal Primer HP1100 series. Apply two coats if necessary.
- 3. Surface Sealer
 - a. After proper surface preparation, prime the entire exterior masonry surface with one coat of the Benjamin Moore recommended masonry conditioner according to the manufacturer's label instructions.
 - b. Certain colors may require a pigmented sealer.
 - c. Contractor is responsible for testing sealer coverage. The Painting Contractor may choose to use a pigmented sealer.
 - d. Ceiling and soffit areas that do not exhibit chalky residue do not require sealer.
- 4. Joint Sealant
 - a. All loose or deteriorated perimeter sealant around exterior side of doors and windows is to be removed.
 - b. Apply surface sealer to stucco surfaces, along the entire joint to receive sealant.
 - c. Apply a solvent wipe to metal surface, along the entire joint to receive sealant. Do not contaminate stucco substrate with solvent.
 - d. Apply sealant to full perimeter of door frames and windows to form a complete seal between metal and stucco. Tool the application of sealant in a manner to insure proper adhesion.

OCEAN TRAIL V CONDOMINIUM

3.08 EXTERIOR SUBSTRATE PREPARATION (continued)

5. Stucco Repair
 - a. All loose, broken or spalling stucco must be removed and adjacent areas of suspect areas "sounded" for deteriorated stucco.
 - b. Visible restoration must be discussed prior to bid due date and a determination should be made whether to bid separately or engage the services of a structural engineer.
 - c. Prior to repairing stucco the affected area will be prepared with a bonding agent. Stucco work shall conform to ASTM standards and have surface texture to match the surrounding area.
 - d. All cracks in masonry larger than hairline (over 1/16") are to be ground out mechanically to form a "V" or "U" shape measuring 1/4" blown or brushed out to remove all dust, dried of all moisture. The resultant opening shall have Urethane Acrylic Sealant caulked in to completely fill the void.
 - e. Once cured, the filled crack shall be overcoated with Knife Grade Elastomeric Patching Compound, crowed in the center approximately 1/16" and feathered at least 3" on either side of the crack to match the surrounding surface as closely as possible.
 - f. All hairline cracks (less than 1/16") will be filled using Brush Grade Elastomeric Patching Compound over a properly primed surface, crowing the application approximately 1/16" over the center of the crack and feathering the edges approximately 2" on either side to match the adjacent surface.
 - g. After proper surface repair, spot prime patching material with one coat of the Benjamin Moore recommended masonry conditioner according to the manufacturer's label instructions.
6. Finish Coat
 - a. After all crack repairs have fully cured, apply as needed the number of coats of the recommended Benjamin Moore & Co. Acrylic Paint (unless stated otherwise), at a rate of application as stated on the label directions and to achieve uniformity of sheen and opacity of color. **NOTE:** Previously repaired cracks, which have reopened, shall have all existing patch material removed and the crack treated as described above.

B. EXTERIOR PREVIOUSLY PAINTED WOOD SURFACES TO BE PAINTED

1. Remove all blistered, peeling paint to a sound substrate by scraping and sanding. Where bare wood is exposed spot prime with Moorwhite Primer.
2. Surfaces that exhibit moderate to heavy chalk must be cleaned by power wash. Any mold and mildew must be removed as described in the section titled **MOLD AND MILDEW REMOVAL**.
3. Glossy areas under eaves and all protected areas not exposed to normal weathering should be dulled by sanding. Crystalline deposits under eaves are a major cause of peeling and must be removed by flushing with a strong stream of water from a garden hose.
4. To the properly sealed surface apply the coats needed to achieve uniformity of sheen and opacity of color using the Benjamin Moore recommended topcoat as described below according to the manufacturers label instructions.

C. EXTERIOR PREVIOUSLY PAINTED METAL SURFACES

1. Surfaces to be painted shall be cleaned with an appropriate solvent or detergent solution to remove all traces of dirt, dust, grime, and oily residues prior to application of the specified coatings in accordance with SSPC-SP1-63 "Solvent Cleaning".
2. Surfaces that exhibit moderate to heavy chalk must be cleaned by power wash. Any mold and mildew must be removed as described in the section titled **MOLD AND MILDEW REMOVAL**.

OCEAN TRAIL V CONDOMINIUM

C. EXTERIOR PREVIOUSLY PAINTED METAL SURFACES (continued)

3. Loose, peeling, blistering and flaking paint and rust shall be removed by power tool cleaning with wire brush, needle gun, scraping, or sanding in accordance with SSPC-SP3-63 "Power Tool Cleaning".
4. Surfaces with a hard shiny finish should be dulled by sandpaper or other abrasive methods to insure adhesion of succeeding coats. The surfaces should be blown off with compressed air to remove traces of blast products and primed within 24 hours with the specified primer.
5. Glossy surfaces should be dulled by sanding.
6. After proper preparation, apply one coat of Benjamin Moore's specified primer to the exposed rusted surfaces according to the manufacturer label instructions.
7. To the properly prepared surface prime or spot prime as necessary with the specified Benjamin Moore INDUSTRIAL COATINGS RUST INHIBITIVE PRODUCTS according to the manufacturer label instructions.
8. To the properly sealed surface apply the coats needed to achieve uniformity of sheen and opacity of color using the Benjamin Moore recommended topcoat as described below according to the manufacturers label instructions.

D. PREVIOUSLY PAINTED CONCRETE FLOORS

1. Scaling and peeling paint should be removed by scraping and sanding.
2. Surface should be washed thoroughly with strong detergent solution or Benjamin Moore's Oil and Grease Emulsifier HP 6000 to remove all grease, oil and soap residue. Rinse thoroughly and allow to dry completely before painting.
3. All shiny surfaces must be dulled and scoured prior to application of any coatings.
4. Floors that have been subjected to long term oil and grease must first be aggressively scrubbed with proprietary grease-dissolving compounds, then rinsed thoroughly and allowed to dry completely before etching, below. **CAUTION: FOLLOW MANUFACTURER'S DIRECTIONS; USE RUBBER GLOVES, WORK GOGGLES AND PROTECTIVE CLOTHING.**
5. Unpainted and/or non-porous steel-troweled floors must be etched with Benjamin Moore's Concrete Pretreatment and Etch, HP 4620 reduced according to label directions then rinsed thoroughly. The surface must be porous prior to application of any coatings. The Painting Contractor is responsible for the proper preparation of the floor to allow proper adhesion of the floor coating. Test porosity of surface even after etching by spraying mist of water on floor and examining whether water beads on surface (which would signify non-porosity) or soaks in the concrete (which would signify porosity). Properly etched floors after appropriate drying times should feel like fine grit sandpaper. If floors do not demonstrate this characteristic and does not appear porous per above test the floor is not ready to coat regardless of preparation already completed and further actions must be taken to achieve proper adhesion of floor coating.
6. Due to the incompatibility of many floor coatings to each other after preparing concrete decks as described above a sample area must be painted and allowed to dry and cure to assure of compatibility of floor paint with existing substrate.
7. To the properly prepared surface apply the coats needed to achieve uniformity of sheen and opacity of color using the Benjamin Moore recommended topcoat as described below according to the manufacturers label instructions.

OCEAN TRAIL V CONDOMINIUM

3.10 COATINGS SCHEDULE

A. EXTERIOR STUCCO - 10 Year Warranty

<u>Areas to be painted:</u>	Vertical exterior masonry elevations, balcony walls, roof structures and parapets, and previously painted attachment in latex paint.
1) Primer -	Benjamin Moore's Ultra Spec Latex Masonry Sealer 608 series according to manufacturer's label directions. (apply at 3 mils WFT)
2) Finish Coat -	Benjamin Moore's Aura Waterborne Flat Coating N629 series according to manufacturer's label directions. (Apply at 7 mils WFT)
3) Intermediate For New Patches and parapet cap and backside.	Benjamin Moore's TexCrete Smooth Coating 3194 series according to manufacturer's Label directions (apply at 10 mils WFT)

<u>Areas to be painted:</u>	Ceilings and under-hangs, interior of parking garages and de-attached parking structures
4) Primer -	Benjamin Moore's Ultra Spec Latex Masonry Sealer 608 series according to manufacturer's label directions. (apply at 2 mils WFT)
5) Finish Coat -	Benjamin Moore's Ultra Spec Satin W447 series according to manufacturer's label <u>directions</u> . (apply at 4 mils WFT)

B. EXTERIOR WOOD

<u>Areas to be painted:</u>	Exterior Wood.
1) Primer -	(Spot prime) Benjamin Moore's Fresh Start Oil Based Primer 094 series applied according to manufacturer's label directions. (apply at 5 mils WFT)
2) Finish Coat -	Benjamin Moore's Aura Waterborne Flat Coating N629 series applied according to manufacturer's label directions (apply at 7 mils WFT)

C. EXTERIOR METAL (Ferrous)

<u>Areas to be painted:</u>	Listed items.
1) Rust Primer -	Benjamin Moore's Metal Rust Pre-prime HP 1550 series according to manufacturer's label <u>directions</u> . (3 mils WFT) (on bare and rusted areas)
2) Metal Primer-	Benjamin Moore's Epoxy Mastic HP 4600 series according to manufacturer's label <u>directions</u> . (8 mils WFT) (all areas primed with V155)
3) Finish Coat-	Benjamin Moore's Command satin or gloss 390-392 lines According to manufacturer's label directions. (6 mil WFT) (apply until full opacity is achieved)

OCEAN TRAIL V CONDOMINIUM

D. EXTERIOR METAL(Non-Ferrous)

<u>Areas to be painted:</u>	Listed items.
	<u>Aluminum or Galvanized</u>
1) Primer-	Benjamin Moore/ HP Acrylic Metal Primer HP 1100 series applied according to manufacturer's label directions. (spot prime where necessary)
2) 2 Finish Coats -	Benjamin Moore's Command Satin or gloss 390-392 lines applied according to manufacturer's label directions. (6 <u>mils</u> WFT)

E. CAULK & PATCHING MATERIALS (USE AS STANDARD)

- 1) Caulk- Tower
- 2) Sealant- Tower
- 3) Patching- Elastomeric Patching Compounds

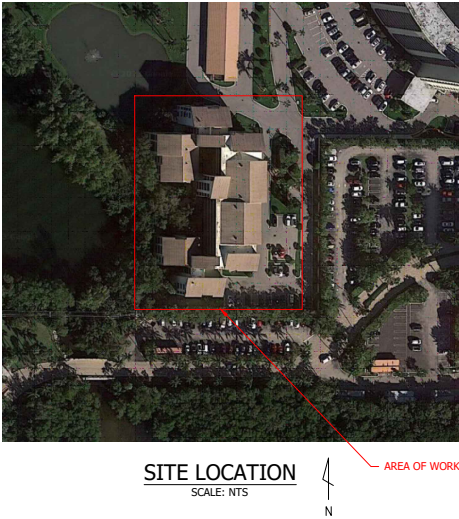
F. CLEANING AGENTS

- 1) Benjamin Moore & Company Oil & Grease Emulsifier V 6000 series

By definition of the Benjamin Moore & Company warranty, the Painting Contractor is limited to solely the above paint, patching and sealants. Any substitutions of specified products must have prior approval for use by the Benjamin Moore & Company Authorized Representative prior to project commencement. Substitution of any product without pre-authorization may cause stoppage of the project and void the warranty.

MSDS and Tech Data sheets are available upon request.





OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.

500 OCEAN TRIAL WAY

JUPITER, FL 33477

CONCRETE REPAIR PROJECT

INDEX OF DRAWINGS:

- S-1: DRAWING INDEX AND GENERAL NOTES
- S-2: FIRST FLOOR REPAIR PLAN
- S-3: SECOND THROUGH FOURTH FLOOR REPAIR PLAN
- S-4: FIFTH FLOOR REPAIR PLAN
- S-5: SIXTH FLOOR REPAIR PLAN
- S-6: STANDARD CONCRETE REPAIR DETAILS
- S-7: STANDARD STUCCO REPAIR DETAILS

GENERAL NOTES:

1. THE CONTRACTOR AGREES THAT HE HAS VISITED AND EXAMINED THE SITE AND THE LOCATION OF THE PROPOSED WORK, AND EXISTING IMPROVEMENTS, CONDITIONS, AND PHYSICAL CHARACTERISTICS OF THE JOB. THE CONTRACTOR SHALL INCLUDE IN HIS BUDGET ALL COSTS ASSOCIATED WITH THE COMPLETED PROJECT AND THE COMPLETE INSTALLATION OF ALL ASSOCIATED SYSTEMS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASCERTAINING THE REQUIREMENTS OF AND ADHERING TO ALL NOISE AND DUST CONTROL ORDINANCES THAT MAY RESTRICT THE ACTIVITIES OF THE WORK OF THIS JOB.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF WORK. THE REQUESTING AND COORDINATING OF ALL INSPECTIONS AND APPROVAL OF ALL ASPECTS OF HIS WORK, AND OBTAINING ALL TEMPORARY AND FINAL CERTIFICATES OF OCCUPANCY.
4. THE CONTRACTOR SHALL MAINTAIN A COMPLETE AND CURRENT SET OF PERMIT DRAWINGS ON-SITE AT ALL TIMES ALONG WITH ALL REVISIONS TO THE PERMIT, INCLUDING PERMITTED SHOP DRAWINGS AND CALCULATIONS. SAID DRAWINGS ALONG WITH INSPECTION LOGS, AND PERMITS SHOULD BE MAINTAINED IN AN EASILY ACCESSIBLE SPACE FOR THE ENGINEER AND BUILDING OFFICIALS TO REVIEW.
5. THE CONTRACTOR SHALL REVIEW CONTRACT DOCUMENTS, PERMIT DOCUMENTS, JOB-SITE CONDITIONS, AND COORDINATE WITH FIELD DIMENSIONS, AND PROJECT SHOP DRAWINGS, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE NOTE OF ANY AND ALL DISCREPANCIES THAT PREVENT THE INSTALLATION OF ANY ASPECT OF THE CONSTRUCTION TO ACHIEVE THE CHARACTER AND APPEARANCE DEFINED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPORT ANY AND ALL DISCREPANCIES REGARDLESS OF THEIR NATURE TO THE ENGINEER, IN WRITING, PRIOR TO PROCEEDING WITH THE WORK, ALLOWING SUFFICIENT TIME FOR THE ENGINEER TO REASONABLY ASSESS THE CONDITION AND DETERMINE AN APPROPRIATE SOLUTION.
6. THE CONTRACTOR SHALL PERFORM ALL WORK IN A FIRST CLASS WORKMANSHIP LIKE MANNER.
7. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CONTROL, OR CHARGE OVER THE CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES, OR FOR SAFETY PRECAUTION PROGRAMS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR HIS ACTIONS OR NEGLECT.
8. THE CONTRACTOR SHALL REMOVE FROM THE SITE AND LEGALLY DISCARD IN A TIMELY MANNER, ALL CONSTRUCTION DEBRIS THAT WILL NOT BE REUSED OR RELOCATED ELSEWHERE IN THE PROJECT.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS, EQUIPMENT, AND APPLIANCES THAT ARE TO BE USED. THE CONTRACTOR SHALL PROVIDE PROTECTION FROM VANDALISM, THEFT, WEATHER, DUST, NOISE, AND ANY OTHER SOURCE OF DAMAGE OR LOSS.
10. THE CONTRACTOR SHALL PREPARE AND MAINTAIN A HURRICANE/WINDSTORM PREPAREDNESS PLAN. THE CONTRACTOR SHALL MAINTAIN SAID PLAN IN A LOCATION THAT IS EASILY ACCESSIBLE FOR REVIEW BY THE OWNER AND/OR ENGINEER.
 - a. THE HURRICANE PLAN SHALL INCLUDE A LIST OF CONTACTS IN THE EVENT THAT A HURRICANE WATCH IS POSTED AND WILL ALSO ADDRESS WHAT MEASURES ARE TO BE TAKEN TO SECURE THE CONSTRUCTION SITE IN THE EVENT OF NOTIFICATION BY THE NATIONAL WEATHER SERVICE OF AN IMPENDING HURRICANE OR WINDSTORM THAT MIGHT THREATEN THE JOB.
 - b. THE HURRICANE PLAN SHALL SHOW HOW THE CONTRACTOR WILL MOBILIZE THE PROJECT FOLLOWING A WIND OR HURRICANE EVENT, AND HOW DOCUMENTATION OF DAMAGES AND REPAIRS WILL BE HANDLED IN THE EVENT OF A LOSS.
11. THE GENERAL CONTRACTOR SHALL CREATE AN ONGOING "AS-BUILT" RECORD SET OF DRAWINGS OF ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS. HE SHALL NEATLY AND CORRECTLY ENTER IN COLORED PENCIL, ANY DEVIATIONS ON THE DRAWINGS AFFECTED AND SHALL KEEP THE DRAWINGS AVAILABLE FOR INSPECTION. THE GENERAL CONTRACTOR SHALL MAKE ANY FINAL CORRECTIONS TO DRAWINGS, AND SHALL CERTIFY ALL DRAWINGS ACCURACY OF EACH PRINT THAT THE WORK IS COMPLETED ACCORDING TO THE DRAWINGS BY SIGNATURE THEREON AND DELIVER SAME TO THE ENGINEER FOR TRANSMISSION TO THE OWNER.

DESIGN NOTES:

1. APPLICABLE BUILDING CODE IS FLORIDA BUILDING CODE, 8TH EDITION, 2023.
2. DESIGNED IN ACCORDANCE WITH ACI 318-19 AND ASCE 7-22.

NOT FOR CONSTRUCTION - FOR BIDDING
PURPOSES ONLY

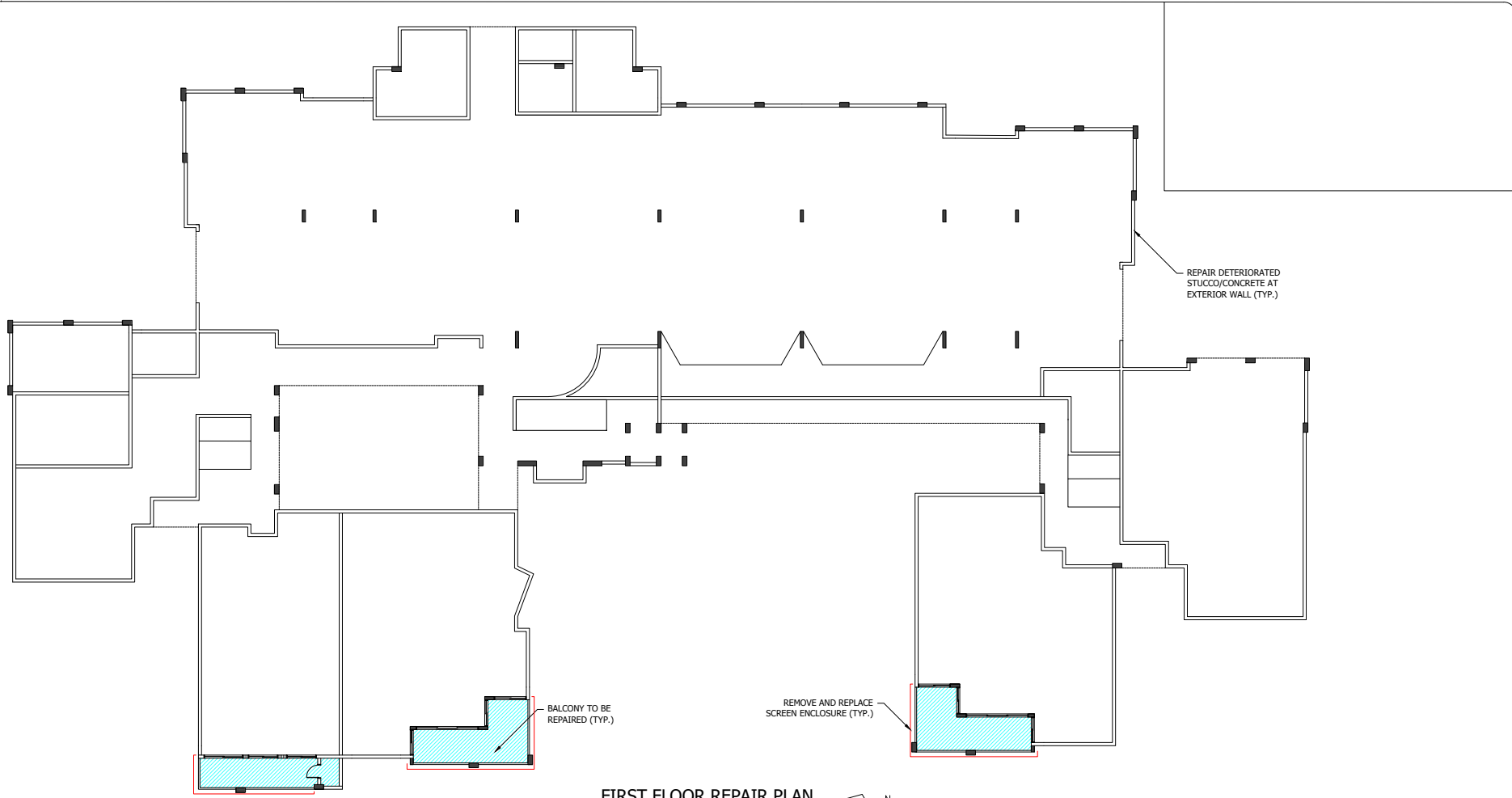


PROJECT DATA:
DATE: 10/01/2024
JOB NUMBER: 23086
DESIGNED BY: EHS
CHECKED BY: EHS

CONCRETE REPAIR PROJECT
OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.
500 OCEAN TRIAL WAY
JUPITER, FL 33477

SEAL:
EVAN M. SWAYSLAND, PE FL. REG. NO. 72466
SHEET:
S-1

REV.	DATE	ISSUED FOR



BALCONY REPAIR SCOPE OF WORK:

1. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING SCREEN ENCLOSURES.
2. CONTRACTOR TO REMOVE, STORE AND PROTECT SHUTTERS AS NECESSARY TO COMPLETE REPAIR SCOPE OF WORK.
3. CONTRACTOR TO REMOVE EXISTING FLOOR FINISHES TO EXPOSE STRUCTURAL SURFACE OF SLAB.
4. ENGINEER TO MARK THE CONCRETE AND STUCCO REPAIR AREAS.
5. CONTRACTOR TO MAKE THE REPAIRS PER THE ENGINEER'S STANDARD REPAIR DETAILS.
6. CONTRACTOR TO FLOOD TEST BALCONY SLABS TO ENSURE POSITIVE DRAINAGE. CONTRACTOR TO FLASH PATCH SLABS TO ACHIEVE POSITIVE DRAINAGE AS NECESSARY.
7. CONTRACTOR TO INSTALL WATERPROOFING/FINISH SYSTEM AT TOP SURFACE OF THE FLOOR SLABS.
8. CONTRACTOR TO REINSTALL PREVIOUSLY PERMITTED SHUTTERS THAT ARE IN PROPER WORKING CONDITION. SHUTTERS THAT WERE NOT PERMITTED AND/OR ARE IN POOR CONDITION CAN NOT BE REINSTALLED.
9. CONTRACTOR TO INSTALL NEW SCREEN ENCLOSURES. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR THE INSTALLATION OF THE NEW SCREEN ENCLOSURES. SHOP DRAWINGS TO BE SIGNED AND SEALED BY FL REGISTERED PE.
10. CONTRACTOR TO INSTALL TEMPORARY SHORING AS NECESSARY TO COMPLETE THE REPAIRS. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHORING DRAWING AND CALCULATIONS FROM FL REGISTERED PE. SHORING IS CONTRACTOR MEANS AND METHODS. SHORING TO BE DESIGNED TO PROPERLY SUPPORT ALL STRUCTURAL ELEMENTS DURING THE REPAIR PROCESS.

PUBLIC WALKWAY SCOPE OF WORK:

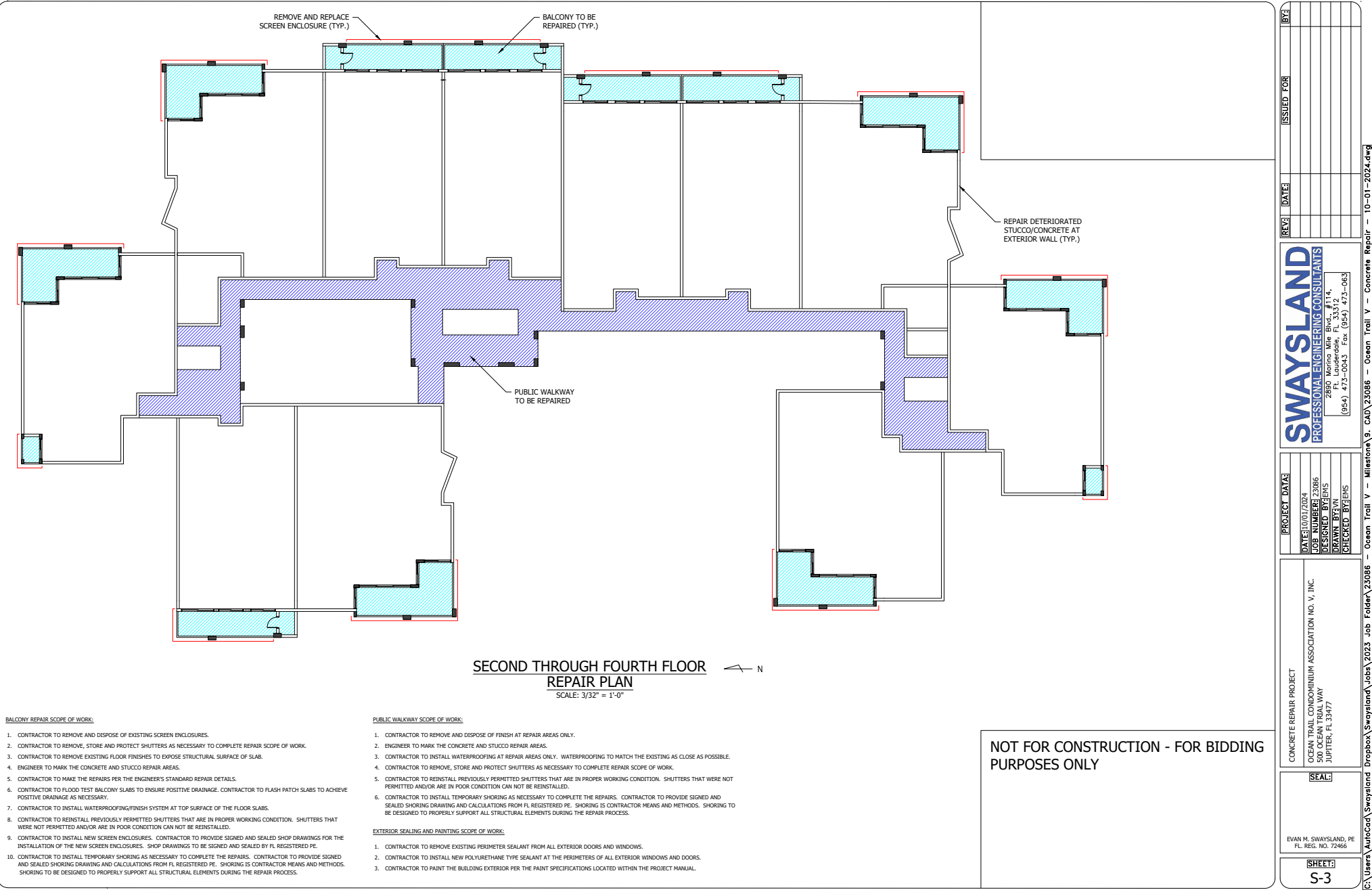
1. CONTRACTOR TO REMOVE AND DISPOSE OF FINISH AT REPAIR AREAS ONLY.
2. ENGINEER TO MARK THE CONCRETE AND STUCCO REPAIR AREAS.
3. CONTRACTOR TO INSTALL WATERPROOFING AT REPAIR AREAS ONLY. WATERPROOFING TO MATCH THE EXISTING AS CLOSE AS POSSIBLE.
4. CONTRACTOR TO REMOVE, STORE AND PROTECT SHUTTERS AS NECESSARY TO COMPLETE REPAIR SCOPE OF WORK.
5. CONTRACTOR TO REINSTALL PREVIOUSLY PERMITTED SHUTTERS THAT ARE IN PROPER WORKING CONDITION. SHUTTERS THAT WERE NOT PERMITTED AND/OR ARE IN POOR CONDITION CAN NOT BE REINSTALLED.
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EXTERIOR SEALING AND PAINTING SCOPE OF WORK:

1. CONTRACTOR TO REMOVE EXISTING PERIMETER SEALANT FROM ALL EXTERIOR DOORS AND WINDOWS.
2. CONTRACTOR TO INSTALL NEW POLYURETHANE TYPE SEALANT AT THE PERIMETERS OF ALL EXTERIOR WINDOWS AND DOORS.
3. CONTRACTOR TO PAINT THE BUILDING EXTERIOR PER THE PAINT SPECIFICATIONS LOCATED WITHIN THE PROJECT MANUAL.

NOT FOR CONSTRUCTION - FOR BIDDING PURPOSES ONLY

CONCRETE REPAIR PROJECT OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC. 500 OCEAN TRAIL WAY JUPITER, FL 33477	PROJECT DATA: DATE: 10/01/2024 JOB NUMBER: 23086 DESIGNED BY: JEN CHECKED BY: JEN	SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS 2890 Marina Mile Blvd., #114, Jupiter, FL 33477 (954) 473-0043 Fax: (954) 473-0963	REV#	DATE	ISSUED FOR	REV#
EVAN M. SWAYSLAND, PE FL REG. NO. 72466	SEAL:					
SHEET: S-2						



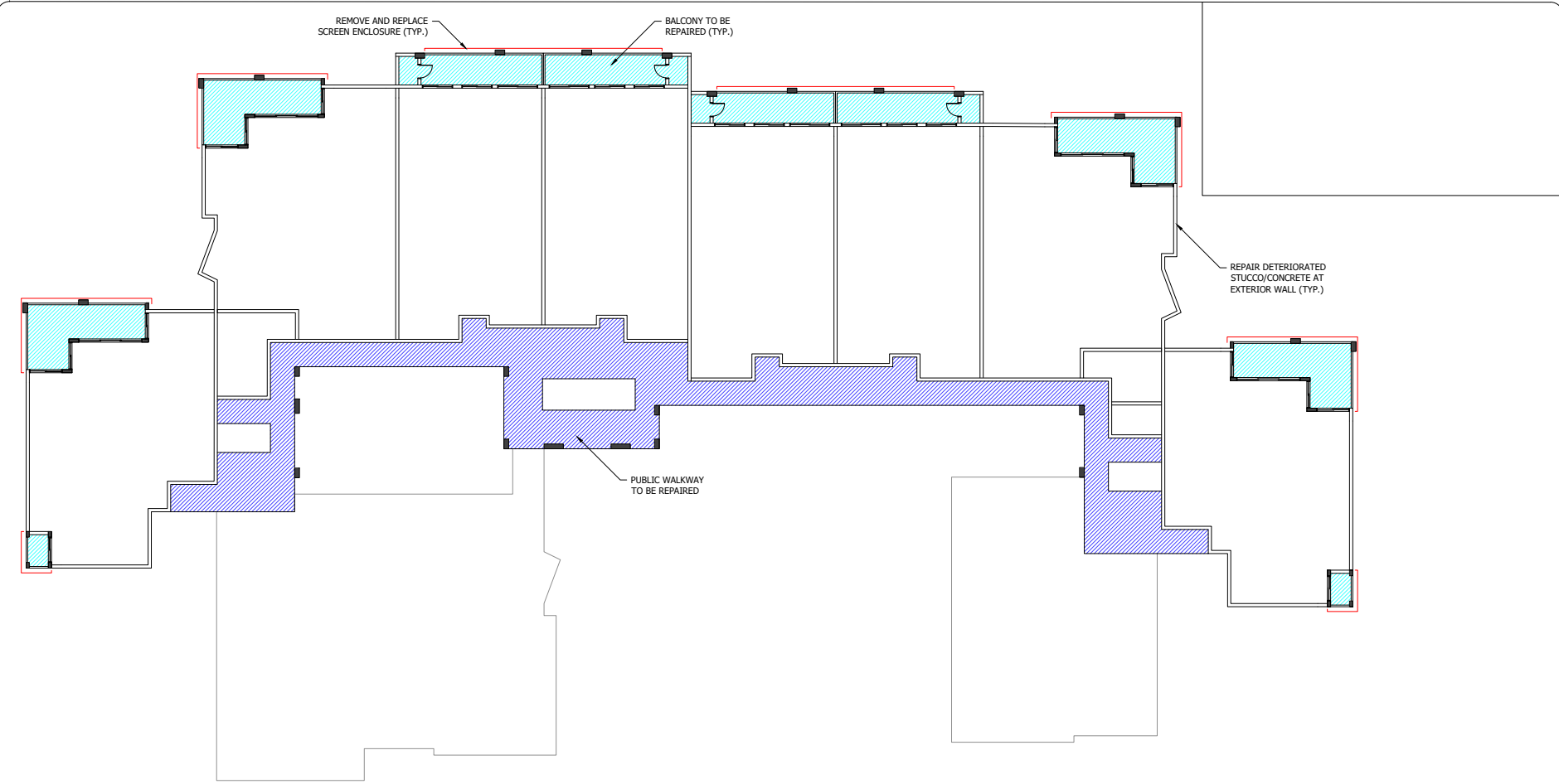
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 8. CONTRACTOR TO REINSTALL PREVIOUSLY PERMITTED SHUTTERS THAT ARE IN PROPER WORKING CONDITION. SHUTTERS THAT WERE NOT PERMITTED AND/OR ARE IN POOR CONDITION CAN NOT BE REINSTALLED.
 9. CONTRACTOR TO INSTALL NEW SCREEN ENCLOSURES. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR THE INSTALLATION OF THE NEW SCREEN ENCLOSURES. SHOP DRAWINGS TO BE SIGNED AND SEALED BY FL REGISTERED PE.
 10. CONTRACTOR TO INSTALL TEMPORARY SHORING AS NECESSARY TO COMPLETE THE REPAIRS. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHORING DRAWING AND CALCULATIONS FROM FL REGISTERED PE. SHORING IS CONTRACTOR MEANS AND METHODS. SHORING TO BE DESIGNED TO PROPERLY SUPPORT ALL STRUCTURAL ELEMENTS DURING THE REPAIR PROCESS.

- PUBLIC WALKWAY SCOPE OF WORK:**
1. CONTRACTOR TO REMOVE AND DISPOSE OF FINISH AT REPAIR AREAS ONLY.
 2. ENGINEER TO MARK THE CONCRETE AND STUCCO REPAIR AREAS.
 3. CONTRACTOR TO INSTALL WATERPROOFING AT REPAIR AREAS ONLY. WATERPROOFING TO MATCH THE EXISTING AS CLOSE AS POSSIBLE.
 4. CONTRACTOR TO REMOVE, STORE AND PROTECT SHUTTERS AS NECESSARY TO COMPLETE REPAIR SCOPE OF WORK.
 5. CONTRACTOR TO REINSTALL PREVIOUSLY PERMITTED SHUTTERS THAT ARE IN PROPER WORKING CONDITION. SHUTTERS THAT WERE NOT PERMITTED AND/OR ARE IN POOR CONDITION CAN NOT BE REINSTALLED.
 6. CONTRACTOR TO INSTALL TEMPORARY SHORING AS NECESSARY TO COMPLETE THE REPAIRS. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHORING DRAWING AND CALCULATIONS FROM FL REGISTERED PE. SHORING IS CONTRACTOR MEANS AND METHODS. SHORING TO BE DESIGNED TO PROPERLY SUPPORT ALL STRUCTURAL ELEMENTS DURING THE REPAIR PROCESS.

- EXTERIOR SEALING AND PAINTING SCOPE OF WORK:**
1. CONTRACTOR TO REMOVE EXISTING PERIMETER SEALANT FROM ALL EXTERIOR DOORS AND WINDOWS.
 2. CONTRACTOR TO INSTALL NEW POLYURETHANE TYPE SEALANT AT THE PERIMETERS OF ALL EXTERIOR WINDOWS AND DOORS.
 3. CONTRACTOR TO PAINT THE BUILDING EXTERIOR PER THE PAINT SPECIFICATIONS LOCATED WITHIN THE PROJECT MANUAL.

NOT FOR CONSTRUCTION - FOR BIDDING PURPOSES ONLY

CONCRETE REPAIR PROJECT OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC. 500 OCEAN TRAIL WAY JUPITER, FL 33477	PROJECT DATA: DATE: 10/01/2024 JOB NUMBER: 23086 DESIGNED BY: JENS CHECKED BY: JENS	SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS 2890 Marina Mile Blvd., #114, Jupiter, FL 33477 (954) 473-0043 Fax: (954) 473-0963	REV#	DATE	ISSUED FOR	BY
EVAN M. SWAYSLAND, PE FL REG. NO. 72466		SHEET: S-3		C:\Users\Autocad\Swaysland\Jobs\2023\Job Folder\23086 - Ocean Trail V - Mileston\3. CAD\23086 - Concrete Repair - 10-01-2024.dwg		



FIFTH FLOOR REPAIR PLAN
 SCALE: 3/32" = 1'-0"



BALCONY REPAIR SCOPE OF WORK:

1. CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING SCREEN ENCLOSURES.
2. CONTRACTOR TO REMOVE, STORE AND PROTECT SHUTTERS AS NECESSARY TO COMPLETE REPAIR SCOPE OF WORK.
3. CONTRACTOR TO REMOVE EXISTING FLOOR FINISHES TO EXPOSE STRUCTURAL SURFACE OF SLAB.
4. ENGINEER TO MARK THE CONCRETE AND STUCCO REPAIR AREAS.
5. CONTRACTOR TO MAKE THE REPAIRS PER THE ENGINEER'S STANDARD REPAIR DETAILS.
6. CONTRACTOR TO FLOOD TEST BALCONY SLABS TO ENSURE POSITIVE DRAINAGE. CONTRACTOR TO FLASH PATCH SLABS TO ACHIEVE POSITIVE DRAINAGE AS NECESSARY.
7. CONTRACTOR TO INSTALL WATERPROOFING/FINISH SYSTEM AT TOP SURFACE OF THE FLOOR SLABS.
8. CONTRACTOR TO REINSTALL PREVIOUSLY PERMITTED SHUTTERS THAT ARE IN PROPER WORKING CONDITION. SHUTTERS THAT WERE NOT PERMITTED AND/OR ARE IN POOR CONDITION CAN NOT BE REINSTALLED.
9. CONTRACTOR TO INSTALL NEW SCREEN ENCLOSURES. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR THE INSTALLATION OF THE NEW SCREEN ENCLOSURES. SHOP DRAWINGS TO BE SIGNED AND SEALED BY FL REGISTERED PE.
10. CONTRACTOR TO INSTALL TEMPORARY SHORING AS NECESSARY TO COMPLETE THE REPAIRS. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHORING DRAWING AND CALCULATIONS FROM FL REGISTERED PE. SHORING IS CONTRACTOR MEANS AND METHODS. SHORING TO BE DESIGNED TO PROPERLY SUPPORT ALL STRUCTURAL ELEMENTS DURING THE REPAIR PROCESS.

PUBLIC WALKWAY SCOPE OF WORK:

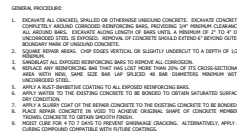
1. CONTRACTOR TO REMOVE AND DISPOSE OF FINISH AT REPAIR AREAS ONLY.
2. ENGINEER TO MARK THE CONCRETE AND STUCCO REPAIR AREAS.
3. CONTRACTOR TO INSTALL WATERPROOFING AT REPAIR AREAS ONLY. WATERPROOFING TO MATCH THE EXISTING AS CLOSE AS POSSIBLE.
4. CONTRACTOR TO REMOVE, STORE AND PROTECT SHUTTERS AS NECESSARY TO COMPLETE REPAIR SCOPE OF WORK.
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EXTERIOR SEALING AND PAINTING SCOPE OF WORK:

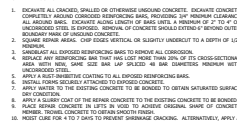
1. CONTRACTOR TO REMOVE EXISTING PERIMETER SEALANT FROM ALL EXTERIOR DOORS AND WINDOWS.
2. CONTRACTOR TO INSTALL NEW POLYURETHANE TYPE SEALANT AT THE PERIMETERS OF ALL EXTERIOR WINDOWS AND DOORS.
3. CONTRACTOR TO PAINT THE BUILDING EXTERIOR PER THE PAINT SPECIFICATIONS LOCATED WITHIN THE PROJECT MANUAL.

NOT FOR CONSTRUCTION - FOR BIDDING PURPOSES ONLY

SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS 2890 Marina Mile Blvd., #114, Jupiter, FL 33477 (954) 473-0043 Fax: (954) 473-0963	PROJECT DATA: DATE: 10/01/2024 JOB NUMBER: 23086 DESIGNED BY: JEN CHECKED BY: JEN	CONCRETE REPAIR PROJECT OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC. 500 OCEAN TRAIL WAY JUPITER, FL 33477	REV# DATE ISSUED FOR BY _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
	SEAL: EVAN M. SWAYSLAND, PE FL. REG. NO. 72466 SHEET: S-4	C:\Users\Autocad\Swaysland\Jobs\2023 Job Folder\23086 - Ocean Trail V - Mileston\3. CAD\23086 - Ocean Trail V - Concrete Repair - 10-01-2024.dwg	



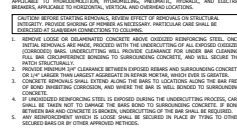
TYPICAL PARTIAL DEPTH DECK SLAB REPAIR
SCALE: NTS



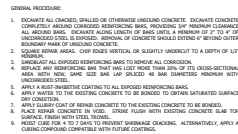
TYPICAL COLUMN REPAIR
SCALE: NTS



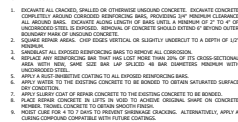
TYPICAL RAIL POCKET REPAIR
SCALE: NTS



EXPOSING & UNDERCUTTING REINFORCING STEEL



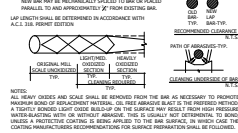
TYPICAL FULL DEPTH SLAB REPAIR
SCALE: NTS



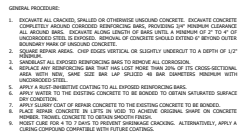
TYPICAL WALL REPAIR



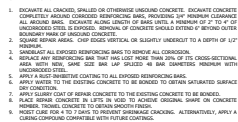
TYPICAL REINFORCING BAR DOWEL
SCALE: NTS



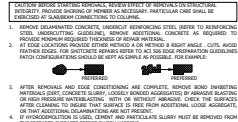
**TYPICAL REPAIR OF REINFORCING STEEL
DUE TO LOSS OF SECTION**



TYPICAL OVERHEAD SLAB REPAIR
SCALE: NTS



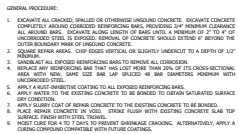
TYPICAL BEAM REPAIR
SCALE: NTS



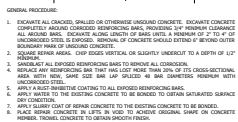
TYPICAL EDGE AND SURFACE CONDITIONING
SCALE: NTS



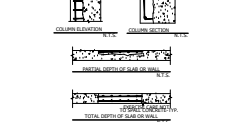
GRAVITY FEED CRACK REPAIR
SCALE: NTS



TYPICAL SLAB EDGE REPAIR
SCALE: NTS



TYPICAL WINDOW SILL REPAIR



TYPICAL REMOVAL GEOMETRY
SCALE: NTS

STANDARD CONCRETE REPAIR MATERIAL NOTES:

1. REPAIR CONCRETE TO BE MIN. 5,000 PSI COMPRESSIVE STRENGTH CONCRETE WITH MAX VIC RATIO OF 0.40 AND INTEGRAL CORROSION INHIBITOR.
2. REINFORCING BARS TO BE ASTM A615, GRADE 60.
3. REBAR LAP SPLICES, IF NECESSARY, TO BE THE FOLLOWING:
 - #3 = 18"
 - #4 = 24"
 - #5 = 30"
 - #6 = 36"
 - #7 = 42"
 - #8 = 48"
4. EPOXY FOR REBAR DOWELS TO BE SIKKA ANCHORFLEX 3001 OR APPROVED EQUAL.
5. EPOXY FOR GRAVITY FEED CRACK REPAIR TO BE SIKKA SIKADUR 35 HI-MOD LV OR APPROVED EQUAL.
6. EPOXY FOR CRACK INJECTION TO BE SIKKA SIKADUR 35 HI-MOD LV USED IN CONJUNCTION WITH SIKKA SIKADUR 31 HI-MOD GEL OR APPROVED EQUAL.

[illegible]

SWAYSLAND
PROFESSIONAL ENGINEERING CONSULTANTS

2890 Marina Mile Blvd., #1114,
Ft. Lauderdale, FL 33312
(954) 473-0043 Fax (954) 473-063

PROJECT DATA:
DATE: 10/01/2024
JOBB NUMBER: 23086
DESIGNED BY: EMS
DRAWN BY: VN
CHECKED BY: EMS

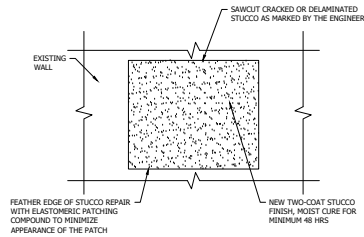
CONCRETE REPAIR PROJECT

SEAL:

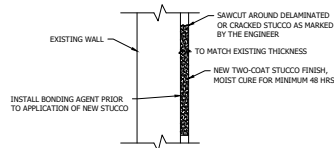
EVAN M. SWAYSLAND, I
FL. REG. NO. 72466

SHEET:
S-6

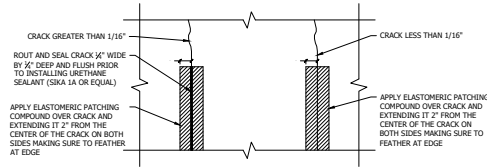
NOT FOR CONSTRUCTION - FOR BIDDING
PURPOSES ONLY



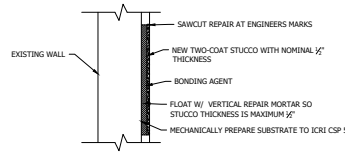
TYP. STUCCO REPAIR ELEVATION VIEW



TYP. STUCCO REPAIR SECTION VIEW



TYP. STUCCO CRACK REPAIR ELEVATION VIEW



TYP. WALL BUILD-OUT REPAIR SECTION VIEW

STANDARD STUCCO REPAIR DETAILS
SCALE: NTS

STUCCO REPAIR MATERIAL NOTES:

1. STUCCO INSTALLATION TO BE IN CONFORMANCE WITH ASTM C926.
2. UTILIZE BONDING AGENT AS NECESSARY.
3. REFER TO PORTLAND CEMENT ASSOCIATION GUIDE FOR THE REPAIR OF PORTLAND CEMENT PLASTER AND THE PORTLAND CEMENT STUCCO MANUAL.

NOT FOR CONSTRUCTION - FOR BIDDING
PURPOSES ONLY

SWAYSLAND
PROFESSIONAL ENGINEERING CONSULTANTS
2890 Marina Mile Blvd., #114,
Tampa, FL 33629
(954) 473-0043 Fax: (954) 473-0963

PROJECT DATA:
DATE: 10/01/2024
JOB NUMBER: 23086
DESIGNED BY: JENS
CHECKED BY: JENS






























CONCRETE REPAIR PROJECT
OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.
500 OCEAN TRAIL WAY
JUPITER, FL 33477












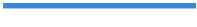







SEAL:
EVAN M. SWAYSLAND, PE
FL. REG. NO. 72466

SHEET:
S-7

REV.	DATE	ISSUED FOR

EXHIBIT “2”
SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	S	M	T	W	T	F	S
1			Ocean Trals V	240 days	Mon 4/28/25	Tue 12/23/25									
2			Mobilize and Build Scaffold	20 days	Mon 4/28/25	Sat 5/17/25									
3			Phases	220 days	Sun 5/18/25	Tue 12/23/25									
4			East Elevation	80 days	Sun 5/18/25	Tue 8/5/25									
5			Pre-Condition	5 days	Sun 5/18/25	Thu 5/22/25	2								
6			Protection	5 days	Fri 5/23/25	Tue 5/27/25	5								
7			Engineer Inspections	5 days	Wed 5/28/25	Sun 6/1/25	6								
8			Repairs and Waterproofing	55 days	Mon 6/2/25	Sat 7/26/25	7								
9			Paint walls and floors	5 days	Sun 7/27/25	Thu 7/31/25	8								
10			Punch Out & Demob	5 days	Fri 8/1/25	Tue 8/5/25	9								
11			South and Partial West Elevation	70 days	Wed 8/6/25	Tue 10/14/25									
12			Pre-Condition	5 days	Wed 8/6/25	Sun 8/10/25	10								
13			Protection	5 days	Mon 8/11/25	Fri 8/15/25	12								
14			Engineer Inspections	5 days	Sat 8/16/25	Wed 8/20/25	13								
15			Repairs and Waterproofing	45 days	Thu 8/21/25	Sat 10/4/25	14								
16			Paint walls and floors	5 days	Sun 10/5/25	Thu 10/9/25	15								
17			Punch Out & Demob	5 days	Fri 10/10/25	Tue 10/14/25	16								
18			Partial West and North Elevation	70 days	Wed 10/15/25	Tue 12/23/25									
19			Pre-Condition	5 days	Wed 10/15/25	Sun 10/19/25	17								
20			Protection	5 days	Mon 10/20/25	Fri 10/24/25	19								
21			Engineer Inspections	5 days	Sat 10/25/25	Wed 10/29/25	20								
22			Repairs and Waterproofing	45 days	Thu 10/30/25	Sat 12/13/25	21								
23			Paint walls and floors	5 days	Sun 12/14/25	Thu 12/18/25	22								

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			






















ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	S	M	T	W	T	F	S
24			Punch Out & Demob	5 days	Fri 12/19/25	Tue 12/23/25	23								
<div>Project: Ocean House North Sc</div> <div>Date: Fri 3/21/25</div>			Task		Inactive Summary		External Tasks								
			Split		Manual Task		External Milestone								
			Milestone		Duration-only		Deadline								
			Summary		Manual Summary Rollup		Progress								
			Project Summary		Manual Summary		Manual Progress								
			Inactive Task		Start-only										
			Inactive Milestone		Finish-only										

EXHIBIT "3"
BID FORM DATED MARCH 19,, 2025

OCEAN TRAIL V			
Item Description	Est. Quantity	Unit Price	Item Value
A. PRIVATE BALCONIES			
A.1 Partial depth deck spall repair (s.f.)	800	\$ 65.00	\$ 52,000.00
A.2 Full depth deck spall repair (s.f.)	400	\$ 80.00	\$ 32,000.00
A.3 Overhead spall repair (s.f.)	150	\$ 100.00	\$ 15,000.00
A.4 Edge spall repair (l.f.) (12" min. width)	600	\$ 90.00	\$ 54,000.00
A.5 Column and wall spall repair (max 4" depth) (s.f.)	300	\$ 120.00	\$ 36,000.00
A.6 Beam spall repair (s.f.) (max 4" depth) (s.f.)	120	\$ 120.00	\$ 14,400.00
A.7 Delaminated stucco repair up to 1" (s.f.)	2,500	\$ 22.00	\$ 55,000.00
A.8 Rust spot/fastener repair (ea.)	425	\$ 30.00	\$ 12,735.00
A.9 Remove existing floor finish (s.f.)	7,500	\$ 7.00	\$ 52,500.00
A.10 Install new waterproofing finish (s.f.)	7,500	\$ 15.00	\$ 112,500.00
A.11 Install new waterproofing textured finish with lines (s.f.) (Additional to line item A.10)	7,500	\$ 8.00	\$ 60,000.00
A.12 Hurricane shutter r/r (l.f.)	900	\$ 60.00	\$ 54,000.00
A.13 Window/door r/r (l.f.)	30	\$ 300.00	\$ 9,000.00
A.14 Temporary dust/weather wall r/r (l.f.)	40	\$ 100.00	\$ 4,000.00
A.15 Sacrificial anode installation (ea.)	50	\$ 70.00	\$ 3,500.00
A.16 Crack repair (l.f.) (Gravity fed epoxy)	150	\$ 60.00	\$ 9,000.00
A.17 Screen enclosure removal and installation of new screen enclosures. Enclosures to have AAMA 2605 coating with min. 10 year warranty with no sea coast exclusion. This line item is inclusive of the removal of all existing fasteners that secure the existing screen enclosures to the structure, no additional repair qtls will be given for removal of screen enclosures. Engineer estimates approximately 1800 l.f. (l.s.)		Lump Sum	\$ 242,083.00
SUBTOTAL			\$ 817,718.00
B. PUBLIC WALKWAYS			
B.1 Partial depth deck spall repair (s.f.)	75	\$ 65.00	\$ 4,875.00
B.2 Full depth deck spall repair (s.f.)	50	\$ 80.00	\$ 4,000.00
B.3 Overhead spall repair (s.f.)	100	\$ 100.00	\$ 10,000.00
B.4 Edge spall repair (l.f.) (12" min. width)	1,000	\$ 90.00	\$ 90,000.00
B.5 Column and wall spall repair (max 4" depth) (s.f.)	100	\$ 120.00	\$ 12,000.00
B.6 Delaminated stucco repair up to 1" (s.f.)	500	\$ 22.00	\$ 11,000.00
B.7 Rust spot/fastener repair (ea.)	15	\$ 30.00	\$ 435.00
B.8 Remove existing floor finish (s.f.)	500	\$ 7.00	\$ 3,500.00
B.9 Slab sloping mortar installation (s.f.)	2,500	\$ 10.00	\$ 25,000.00
B.10 Install new waterproofing finish, color to match existing (s.f.)	500	\$ 14.00	\$ 7,000.00
SUBTOTAL			\$ 167,810.00
C. PAINTING AND SEALING			
C.1 Paint the buidling exterior per the updated Benjamin Moore & Co.'s paint specification dated 10-18-24 (l.s.)		Lump Sum	\$ 325,000.00
C.2 Install new perimeter sealant at all the exterior windows and doors with new polyurehtane type. Include remvoal of any deteriorated sealant only (l.s.)		Lump Sum	\$ 120,000.00
SUBTOTAL			\$ 445,000.00
D. GENERAL CONDITIONS			
D.1 General conditions, mobilization, demobilization, overhead protection, etc. (l.s)		Lump Sum	\$ 310,000.00
D.2 Payment and performance bonds (%)		%	NO BOND
D.3 Permitting (at direct cost to Association)		Lump Sum	At Cost
D.4 All temporary shoring as necessary to complete the work items indicated above and shoring plan signed and sealed by Florida PE (l.s)		Lump Sum	\$ 10,000.00
SUBTOTAL			\$ 320,000.00
GRAND TOTAL			\$ 1,750,528.00
HURRICANE PLAN			
Manhour rate (\$/hr)	1	\$75/man/hour	
Material markup percentage (%)		20%	
Phase I (NTE amount for T&M to be billed against)		NTE	\$ 8,000.00
Phase II (NTE amount for T&M to be billed against)		NTE	\$ 12,000.00
Phase III (NTE amount for T&M to be billed against)		NTE	\$ 17,000.00
Phase IV (NTE amount for T&M to be billed against)		NTE	\$ 30,000.00
ALT. ALTERNATES			
ALT.1 Paint the exterior of the building substituting Coronado Cryli-cote paint in lieu of Aura in base bid. (l.s.)		Lump Sum	\$ 300,000.00
ALT.2 Paint the perimeters of the exterior windows and doors frames per updated Benjamin Moore & Co.'s paint specification dated 10-18-24		Lump Sum	\$ 100,000.00
ALT.3 Remove and replace perimeter, glass/metal and metal/metal sealant at a typical balcony Unit windows and doors (l.s.)		Lump Sum	\$ 175,000.00
ALT.4 Remove and dispose of the existing aluminum railing on the public walkway and install new aluminum picket railings on the pMCW ublic walkways. The new railing will have a height of 43" and consist of 2" x 2" posts at a spacing of 4 ft on center or less, 1" x 1" pickets, and a rounded top rail. The railing sections shall be mechanically welded and be coated with Kynar AAMA 2605. Provide shop drawings and calculations prepared by a FL Registered Professional Engineer (l.s.) (Subject to price escalation when order is placed)		Lump Sum	\$ 246,550.00

EXHIBIT "3A"

**AIA DOCUMENT G702, "APPLICATION AND CERTIFICATION FOR PAYMENT" SUPPORTED BY
AIA DOCUMENT G703, "CONTINUATION SHEET"**

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

CLIENT:	PROJECT:	APPLICATION No:	Distribution to:
FROM :	VIA (ARCHITECT):	PERIOD TO:	<input type="checkbox"/> OWNER
		ARCH PROJ. NO:	<input type="checkbox"/> ARCHITECT
CONTRACT FOR:		CONTRACT DATE:	<input type="checkbox"/> CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. **CONTINUATION SHEET IS ATTACHED.**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	
TOTAL		\$0.00	
Approved this Month		\$0.00	
Number	Date Approved		
1			
2			
3			
4			
5			
TOTALS		\$0.00	
Net change by Change Orders		\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payments shown herein is now due.

Contractor:

By: _____ Date: _____
Name: _____ Title: PROJECT MGR.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations, and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$0.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$0.00
4. TOTAL COMPLETED & STORED TO DATE	\$0.00
(Column G)	
5. RETAINAGE:	
a. 10% of Completed Work.....	\$0.00
(Column D+E)	
b. % of Stored materials.....	\$0.00
(Column F)	
Total retainage (Line 5a + 5b or Total in Column I).....	
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAY (Line 6 from prior Certificate).....	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
(LINE 3 LESS LINE 6)	

State of: Florida County of: _____
Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public: _____
My Commission expires: _____

AMOUNT CERTIFIED.....
(Attached explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line
Items may apply

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A NO.	B DESCRIPTION OF WORK	C QUAN.	D UNIT	E UNIT PRICE	F SCHEDULED VALUE	G WORK COMPLETED			H MAT. STORED	I TOTAL COMPLETED AND STORED	J % (G ÷ C)	K BALANCE TO FINISH (C- G)	L RETAINAGE @ 10%
						FROM PREVIOUS APPLICATION	QUANT	UNIT					
	Building & Parking Structure												
Lump Sum Items (Base Bid)													
1	Mobilization / Demobilization	0	no.	\$0.00	\$0.00	\$0.00	0.00	no.	\$0.00	\$0.00	0%	\$0.00	\$0.00
2	Performance Bond	0	no.	\$0.00	\$0.00	\$0.00	0.00	no.	\$0.00	\$0.00	0%	\$0.00	\$0.00
2	Painting of Buildings	0	no.	\$0.00	\$0.00	\$0.00	0.00	no.	\$0.00	\$0.00	0%	\$0.00	\$0.00
3	Railing Removal & Installation	0	no.	\$0.00	\$0.00	\$0.00	0.00	no.	\$0.00	\$0.00	0%	\$0.00	\$0.00
Unit Cost Items													
3	Deck Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
4	Ceiling Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
5	Edge Repair	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
6	Railing Wall Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
7	Column Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
8	Wall Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
9	Structural Crack Repair	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
10	Rust Spot Removal	0	no.	\$0.00	\$0.00	\$0.00	0.00	no.	\$0.00	\$0.00	0%	\$0.00	\$0.00
11	Stucco Repair	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
12	Windowsill Repair	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
13	Window Lintel Repair	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
14	Sliding Glass Door Removal	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
15	Sliding Glass Door Replacement	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
16	Dustwall Installation	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
17	Dustwall Removal	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
18	Hurricane Shutter Removal	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
19	Hurricane Shutter Re-Installation	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
20	Removal / Installation of Wall Exp. Jnt.	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
Stair Towers & Exterior of Buildings - Unit Cost Items													
22	Deck Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
23	Ceiling Spall	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
24	Edge Repair	0	lin. ft.	\$0.00	\$0.00	\$0.00	0.00	lin. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
25	Stucco Repair	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
Waterproofing of Balconies & Exterior Stair Towers - Unit Cost Items													
26	Coating Removal	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
27	Waterproof Coating Installation	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
28	2nd Floor Planter Repair (as per detail)	0	sq.ft.	\$0.00	\$0.00	\$0.00	0.00	sq. ft.	\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub-Total					\$0.00	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00
Unit Prices (Additional Items/Change Orders)													
BUILDING													
29		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
30		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
31		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
32		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
33		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
34		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
35		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
36		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
37		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
38		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00
39		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
PROJECT NAME:

A	B				C	D			E	F	G		H	I
NO.	DESCRIPTION OF WORK	QUAN.	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED			MAT. STORED	TOTAL COMPLETED AND STORED	% (G ÷ C)	BALANCE TO FINISH (C- G)	RETAINAGE @ 10%	
						FROM PREVIOUS APPLICATION	QUANT	UNIT						THIS PERIOD
	Building & Parking Structure													
40	Change Orders	0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
41		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
42		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
43		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
44		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
45		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
46		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
		0.00		\$0.00	\$0.00	\$0.00	0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00
	Sub-Total				\$0.00	\$0.00			\$0.00		\$0.00		\$0.00	\$0.00
	TOTALS				\$0.00	\$0.00			\$0.00		\$0.00		\$0.00	\$0.00

EXHIBIT "4"
HURRICANE & INCLEMENT WEATHER PROCEDURES

MCW
HURRICANE & INCLEMENT WEATHER PROCEDURES

1.01 SUMMARY

- A. These following procedures are the required action MCW will perform in the event a Hurricane or named storm threatens the project site during the course of construction.

1.02 The following shall be the minimum required actions in the event a **NAMED STORM OR EXTREME WEATHER** has the potential to pass through the general area of the project(s). MCW shall establish a storm watch to include the following actions within 72 hours of the storm entering into the area:

1. MCW will make an examination of the site and remove or safely store all loose debris and materials;
2. MCW shall make a listing of all areas (pertaining to its scope of work) that are under construction and the problems that may be encountered to make these areas safe in the event of a strike;
3. MCW will make arrangements for all of the necessary labor, materials, and equipment to make its work site area safe and secure;
4. MCW shall provide additional names and phone numbers of personnel that can be called prior to the storm to assist in making the area secure

1.03 The following shall be the minimum required actions in the event a **NAMED HURRICANE** has the potential to pass with the general area of the project(s).

- A. In addition to all of the items for a Named Storm, MCW shall take the following actions within 72 hours of the storm entering into the area:
1. MCW shall make arrangements for all dumpsters (if belonging to MCW) to be removed in the event it is determined that the site is a potential hurricane strike zone;
 2. MCW shall make all arrangements to remove from the site all materials and equipment that cannot be stored in secure facilities at the site;
 3. MCW shall make all arrangements to provide the labor, materials and equipment to keep the buildings watertight, for those areas where his/her work(s) has made the buildings subject of water intrusion or flooding.

1.04 The following shall be the minimum required actions in the event a **HURRICANE WATCH IS ESTABLISHED** for a storm that has the potential to pass through the general area of the project(s).

- A. In addition to all of the items for a named hurricane MCW will take the following actions:

1. MCW shall stop working and devote his total efforts to accomplishing all of the necessary actions to make the work area secure.
2. All tools and materials must be removed from the site or stored in secure enclosures;
3. All enclosures must be checked to ensure that all required hurricane security devices are in place and secure;
4. All equipment that cannot be stored inside of secure storage enclosures must be removed from the site;
5. All areas of the building(s) that the Contractor has open or broke in the envelope he/she shall make secure by reinstallation of original closure or about the use of $\frac{3}{4}$ " minimum thickness plywood and dimensional lumber. The system must be secured to the structure of the building(s);
6. All lifting devices shall be removed and stored in secure locations. If secure locations are not available on site all items shall be removed from the site and stored off-site;
7. MCW shall inspect the site to ensure that all necessary precautions have been performed to make the building secure from damage resulting from his/her works.
8. MCW shall remove from the building(s) all cabling and hoist equipment associated with its work and store in the secure location. If there is no secure location on site, then these items must be removed from the site for storage off-site;
9. MCW shall sweep broom clean its work area to minimize wind-borne debris. All materials from the sweepings must be removed from the site;
10. All materials and equipment to be stored on-site must be checked and secured so as not to present a hazard to the buildings, vehicles, and persons that are part of the occupants and operating persons of the premises;
11. MCW shall make a final site check to assure compliance with the requirements of the specifications;
12. MCW, as soon as possible, but no later than 10 days after a hurricane, hurricane watch, or hurricane warning, shall make a request for change for additional time due to the loss of time for preparations or shut down during and after a hurricane watch or hurricane warning.

EXHIBIT "5"
INSURANCE BY CONTRACTOR

No Contractor shall be allowed to start on the Project until full insurance coverage is in place and the Contractor has delivered its Certificate of Insurance on the standard ACORD form, attaching all additional insured endorsements and waivers of subrogation. The Association reserves the right to request a copy of any policy as is allowed by Florida law. Insurance shall be provided by a company from A.M. Best, rating "A/VI" or better, licensed to do business in the State of Florida. Insurance shall be primary and non-contributing with the Association's insurance and written for not less than the following:

1. **Workers' Compensation** benefits as required by statute:
Employers' Liability with limits of not less than:
 \$1,000,000 each employee - by accident
 \$1,000,000 policy limit - by disease
 \$1,000,000 each employee - by disease
The policy shall provide a waiver of subrogation in favor of the Association and shall include an Alternate Employer's endorsement.
2. **Commercial General Liability** (Bodily Injury, Property Damage and Contractual Liability including Products & Completed Operations on an occurrence form only ("claims made" forms are not acceptable)

 \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
 \$1,000,000 Personal & Advertising Limit
 \$2,000,000 Products/Completed Operations Per Project Aggregate

The General Liability policy shall not exclude coverage for claims on residential projects; nor shall the policy exclude explosion, collapse, and underground hazards, if such work involves such hazards; earth subsidence or movement if the work involves such hazards nor shall it exclude multi-family, cooperative structures, buildings, and improvements.

The policy shall provide a waiver of subrogation in favor of the Association.
3. **Commercial Automobile Liability:**
Combined single limit for bodily injury or property damage liability
\$1,000,000 Combined Single Limit - each accident (owned autos)
\$1,000,000 Hired and Non-owned Auto Liability limit

The policy shall provide a waiver of subrogation in favor of the Association.
4. **Umbrella/Excess Liability:**

(Must be excess over General Liability, Commercial Automobile Liability, and Employers Liability) \$5,000,000.00 Each Occurrence / \$5,000,000.00 Aggregate

The policy shall not provide narrower coverage than the primary policy and it shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

The policy shall provide a waiver of subrogation in favor of the Association.

5. **Additional Insured Endorsements:**

The Association shall be an "Additional Insured" by endorsement to the general liability, auto liability, and excess/umbrella liability policies utilizing CG 20 37 07 04 and CG 20 10 07 04 or their equivalent. Blanket Endorsements acceptable.

6. **Policy Cancellation:** All policies shall require thirty (30) days' notice to the Association of any cancellation unless such cancellation is for non-payment. In such instance, insurer shall be required to give Association at least ten (10) days written notice of such cancellation.

EXHIBIT "5A"
CERTIFICATE OF INSURANCE



METRCAU-01

ABRICENORODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2025

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED MCW Restoration Services LLC dba Metro Caulking & Waterproofing 1100 SW 30th Avenue Pompano Beach, FL 33069	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER B : Vantapro Specialty Insurance Company</td><td>44768</td></tr><tr><td>INSURER C : Palomar Excess and Surplus Insurance Company</td><td>16754</td></tr><tr><td>INSURER D : Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER E : AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Vantapro Specialty Insurance Company	44768	INSURER C : Palomar Excess and Surplus Insurance Company	16754	INSURER D : Bridgefield Casualty Insurance Company	10335	INSURER E : AGCS Marine Insurance Company	22837	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E : AGCS Marine Insurance Company	22837														
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 INSD	SUBR 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ESG006094803	3/13/2025	3/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5087087504	3/13/2025	3/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PESXS014576	3/13/2025	3/13/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	019652649	3/13/2025	3/13/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			MXI9307982455424	3/13/2025	3/13/2026	Leased/Rented 200,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

X
X
XX

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

EXHIBIT "6"
CONTRACTOR WARRANTY FORM

MCW RESTORATION SERVICES, LLC. ("Contractor") and its successors and assigns, hereby warrants to **OCEAN TRAIL CONDOMINIUM ASSOCIATION NO. V, INC.** and its successors and assigns (hereinafter collectively referred to as "Association"), that the Work performed and materials supplied by the Contractor relating to the "Work" as referenced in the Contract entered into by and between the Contractor and Association dated _____, 2025("Contract") relating to that certain residential condominium known as "Ocean Trail Condominium No. V" in Palm Beach County, Florida ("Project"), shall be free of defects or failures for the period of time hereinafter specified. Contractor further agrees as follows:

1. Contractor warrants that all Work performed, and materials supplied pursuant to the Contract are new and seemingly fit for the Association's intended use, conforms to the standards set forth in the Contract, are free from defects in workmanship and materials for Five (5) Years for the Work commencing from the date of Substantial Completion as referenced in the Contract. All Materials to be directly warranted by Manufacturers as available by them and not by Contractor.

2. This Warranty excludes remedy for damage or defect caused by defective design by others than Contractor, abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear, and normal usage as well as damages arising from work performed by third parties not acting at the direction of the Contractor.

3. In the event of a defect, malfunction or other failure of the Work performed and materials furnished or any part or portion thereof, to be in conformity with its use by the Association, the Contractor shall remedy the failures, malfunctions and defects, without charge to Association, at Contractor's own cost and expense, within a reasonable time not to exceed thirty (30) days from the date of Contractor's receipt of notification of any such failure or defect. The Association's remedy shall consist of the repair or replacement of the defective workmanship or materials. In the event Contractor certifies it is unable to provide a replacement or that the repair is not commercially practicable or cannot be made within the time of period stated herein, then at the option of the Association it may, at its sole discretion, elect to accept an amount of money equal to the reasonable repair or replacement costs of the failed or defective item(s), or Association may repair or replace such items and Contractor shall immediately upon receipt of Association's statement of the costs of such replacements or repairs pay to Association the full amount listed in said statement(s). If the Association does not notify the Contractor about Warranty claims, and has another contractor repair any warranties, then the Contractor is not responsible for costs of such repairs unless Contractor has failed to respond to a warranty claim as required by this Contactor The warranty for that area repaired will also be voided, as well as other areas surrounding the repair area in the event that the repair by others compromises other areas.

4. To obtain performance of any obligation under this Warranty, the Association shall notify Contractor and by certified mail, return receipt requested at the following address:

As to Association:	Ocean Trail Condominium Association No. V, Inc. Attention: Board of Directors 500 Ocean Trail Way Jupiter, Florida 33477
As to Engineer:	Swaysland Professional Engineering Consultants, Inc. 2890 Marina Mile Boulevard, Suite 114 Fort Lauderdale, Florida 33312
As to Contractor:	MCW Restoration Services, LLC. Attention Robert Pollack 1100 S.W. 30 th Avenue Pompano Beach, Florida 33069

5. This Warranty provides the Association specific legal rights which are in addition to other rights the Association may have under Florida law.

6. Contractor binds itself and its respective successors and assigns to this Warranty.

7. **This Warranty** shall inure to the benefit of the Association and its unit owners. This Warranty shall commence upon its execution by the Contractor. In addition, the Contractor hereby assigns and transfers to the Association, all warranties of manufacturers, subcontractors, sub-subcontractors, materialmen and others herein provided with respect to the Work performed and materials supplied pursuant to the Contract, but such assignment shall not relieve the Contractor of its warranty obligations hereunder or pursuant to the Contract.

8. This Warranty shall in no way be compromised by the issuance of any warranties, from manufacturers, subcontractors, sub-subcontractors, materialmen, and others with respect to the Project.

IN WITNESS WHEREOF, the Contractor has executed this Warranty this ____ day of _____, 202_.

Signed, Sealed and Delivered in the Presence of:	MCW RESTORATION SERVICES, LLC. ("Contractor")
_____ Signature of Witness	BY: _____ _____, PRESIDENT
_____ Printed Name of Witness	

STATE OF FLORIDA :

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____, President of _____. on behalf of said corporation who is personally known to me or who has presented _____ as evidence of identification, and who did not take an oath.

_____ My Commission Expires:	_____ NOTARY PUBLIC, State of Florida _____ Printed Name of Notary Public
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EXHIBIT "7"

**BENJAMIN MOORE & COMPANY TEN (10) YEAR LIMITED NON-PRORATED
WARRANTY FORM**



BENJAMIN MOORE & CO.

Warranty Number: WNT-0000

10 YEAR LIMITED MASONRY WARRANTY, NON-PRORATED

WHAT THE WARRANTY COVERS

Benjamin Moore & Co. warrants to the purchaser that Product(s) itemized in "System Under Warranty" is/are free of defects in manufacture. When Product(s) is (are) properly applied following the label directions and Technical Data Sheet(s), the paint film will be free from peeling, blistering, cracking or other deterioration caused by defects in materials. This warranty will apply only to painting jobs requiring more than one hundred (100) gallons to complete. This warranty will apply solely to painting of masonry and fiber cement surfaces. This warranty may be transferred to any subsequent owner of the building to which the warranted products have been applied.

WHAT THE WARRANTY DOES NOT COVER

This limited warranty extends only to defects in material. The warranty shall not extend to any peeling, blistering, cracking or other deterioration of the paint film caused by: (1) Failure or defects in the structure or previous coating, (2) Vandalism, (3) Acts of God, (4) Abuse or negligence by the purchaser, or (5) Causes other than defects in material.

While the most durable and fade resistant color pigments are used in the manufacture of these Benjamin Moore & Co. Products, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits, this is not considered a paint failure or defect.

PERIOD OF COVERAGE

This warranty covers the purchaser of these products for a period of **10** years. The **10** year period shall begin on the date of completion of the work and certification of inspection and approval signed by the Benjamin Moore & Co. Sales Representative, Benjamin Moore & Co. Dealer, and the Painting Contractor.

PROCEDURE TO OBTAIN WARRANTY PROTECTION

Warranty claims must be submitted to Benjamin Moore & Co. in writing within thirty (30) days of discovery of the defect. Written claim notification should include a description of the alleged defect and any evidence, including an independent coating expert's report, substantiating the warranty claim.

The **10** year limited warranty will apply only on condition that the following procedures have been followed:





Benjamin Moore®

- A. The surface(s) to be painted must be inspected by a Benjamin Moore & Co. Sales Representative who will prepare a written specification for the necessary surface preparation steps and the coating system to be applied to each surface involved. These specifications must be followed when applying the coating.
- B. The Benjamin Moore Sales Representative shall make additional inspections for each of the following steps, and when approved, shall certify in writing their acceptance:
 - 1. The surface(s) to be coated has (have) been properly prepared according to specifications and is (are) in satisfactory condition for application of the specified coatings.
 - 2. Surface cleaning by power washing, sandblasting, or other methods has been completed.
 - 3. If patching or caulking compounds are required, the specified product must be used following label directions and Technical Data Sheets to obtain warranty coverage.
 - 4. If a primer is necessary, the surface(s) has (have) been primed following the label directions with the specified Benjamin Moore & Co. primer and is (are) ready for the finish coat.
 - 5. The surface(s) has (have) been finish coated with the specified Benjamin Moore & Co. product following the label directions and Technical Data Sheets thereof.
- C. A written inspection certificate shall be submitted to the purchaser by the Benjamin Moore & Co. Sales Representative and Painting Contractor certifying that they inspected and approved each of the above steps.

WITHOUT THIS CERTIFICATION, THIS WARRANTY IS NULL AND VOID.

WHAT BENJAMIN MOORE & CO. WILL DO TO CORRECT PROBLEMS

In the event that the specified Products fail to conform to this Limited Warranty, the owner's remedy under this warranty, and Benjamin Moore & Co.'s exclusive liability will be to repair the defect including labor and material subject to the limitations herein. Defects repaired do not extend the warranty period beyond the original term. Benjamin Moore & Co.'s responsibility hereunder shall in no event exceed the total value of the product purchased and applied to the affected portion of the warranted painting project.

WHERE TO OBTAIN WARRANTY SERVICE

Purchaser should contact the nearest Benjamin Moore & Co. plant, warehouse or office to obtain necessary information on warranty service.





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HOW STATE LAW APPLIES

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

CONTRACTOR INFORMATION:

Name:

Address:

Phone:

SITE INFORMATION:

Facility Name:

Facility Address:

Facility Phone:

SYSTEM UNDER WARRANTY:

Substrate	Substrate Sub-type	BM Product
Masonry	Primer	060801-005-ULTR SPE MASON 100% ACRYL SEAL
Masonry	Finish Coat	06341X-005-AURA EXT LOW LUSTRE-BASE 1





|s1|

Authorized Benjamin Moore & Co. Dealer

Date

|s2|

Painting Contractor—Authorized

Date

|s3|

(Benjamin Moore & Co. Sales Representative or their agent)

Date

|s4|

Authorized Signature/Billing Address

Date

Date Warranty Effective
(Agreed and Accepted by Benjamin Moore & Co.)

