



**AGREEMENT BETWEEN
SERPE-CO
AND
LAS VISTAS IN INVERRARY CONODMINIUM ASSOCIATION, INC.**

This Construction Agreement (the "Agreement"), dated as of October 12, 2026 ("Effective Date"), is entered into by and between Serpe-Co ("Contractor"), a Florida corporation, having its principal place of business at 312 S.W. 13th Avenue, Pompano Beach, Florida 33069 ("Contractor"), and Las Vistas in Inverrary Condominium Association, Inc., a Florida corporation, having its principal place of business at 3533 Inverrary Drive Lauderhill, FL 33319 ("Owner"). Contractor and Owner are sometimes together referred to as the "Parties" and each a "Party". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

ARTICLE 1. THE WORK

1.1 The Contractor agrees to furnish all labor and materials necessary to perform all requirements of the Contract Documents (as hereinafter defined) for the scope of work described in Exhibit "B", which is attached hereto (the "Work"), to be performed as part of the Owner's concrete restoration project in Lauderhill, FL (the "Project").

1.2 The Contractor shall perform the Work in conformance with the Contract Documents and according to specifications and generally accepted industry standards in addition to all applicable laws, ordinances, rules and regulations of any governing authority including, but not limited to, the current edition of the Florida building Code and any local amendments, as amended from time to time. If there is a conflict between the Project specifications and industry standards, the Project specifications shall govern. Any modifications or changes to the scope of Work must be approved in writing by the Owner or the Owner's authorized agents or representatives and must be set forth in a written change order.

1.3 In the event the Owner requests and directs additional work to be performed by Contractor outside of the original scope as provided in Exhibit "B" for which there is not an established unit cost as per the Contract documents or a signed change order, this work shall be billed at \$135.00 per man hour and material costs plus 20% (except for electrical work, which shall be \$140.00 per man hour) or as negotiated and agreed between Contractor and Owner.

ARTICLE 2. THE CONTRACT DOCUMENTS

The Contract Documents shall be defined as and consist of the following, which are all incorporated herein by this reference:

1. This Agreement.
2. The "General Conditions" attached as **Exhibit "A"**.
3. The Contractor's proposal including scope of work and unit pricing attached as **Exhibit "B,"** consisting of 2 pages with no cover sheet.

SERPE-CO _____

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Owner _____

4. The Drawings prepared by Jatin Handa, PE ("Engineer") attached as **Exhibit "C."**
5. Any mutually approved written modifications, issued after execution of this Agreement and signed by the Parties.

The Contract Documents form the Agreement and are as fully a part of the Agreement as if incorporated herein. The Contract Documents represent the entire agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. In the event of conflicts or inconsistencies between or among the Contract Documents shall be construed according to the following priorities:

First:	Modifications
Second:	This Agreement
Third:	The General Conditions.

ARTICLE 3. DATE OF COMMENCEMENT AND FINAL COMPLETION

3.1 The Date of Commencement of the Work shall be no later than ten (10) business days from the date that the Contractor secures the building permit (the "Date of Commencement"). If the Date of Commencement differs from the date of this Agreement, the date shall be fixed in a Notice to Proceed issued by the Owner. If the Date of Commencement is fixed in a Notice to Proceed issued by the Owner, the Substantial Completion date shall be adjusted accordingly.

3.2 The Contract Time shall be measured from the Date of Commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work no later than two (2) weeks after the Date of Commencement (the "Contract Time"), subject to adjustments of the Contract Time as provided in the Contract Documents. "Substantial Completion" shall be defined as when the entire scope of the Work contemplated by the Agreement, excluding punch list items, is sufficiently complete so that the Owner may use or occupy the Work or building project or designated portions thereof for its intended purpose. Without invalidating this Agreement, the Owner or Contractor may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions (each a "Change Order"). It is expressly understood and agreed that the Contractor shall be entitled to an extension of time to complete all Work, including, but not limited to: (1) concrete repairs that exceed the estimated quantities of Work specified in Exhibit "B;" (2) all other additional Work that exceeds the scope of this Agreement that is authorized by a written Change Order; and (3) delays caused by Force Majeure events wholly beyond the control of Contractor. Contractor shall not be responsible for delays in permit issuance or approvals unless the delay is caused by Contractor's failure to timely submit required information.

3.4 Contractor shall notify the Owner no later than five (5) business days after Substantial Completion of the Project is achieved. Upon Substantial Completion of the Project, the Owner or the Owner's authorized agents or representatives, and Contractor shall inspect the Work. Upon approval of the Work by the Owner or the Owner's authorized agents or representatives, the Owner shall issue a Certificate of Substantial Completion together with a written final Punch List to the Contractor no later than ten (10) days from the date of the Owner's receipt of the notice of SERPE-CO_____

Substantial Completion, with time being of the essence. All justified Punch List items of Work shall be promptly completed in a good and workmanlike manner no later than thirty (30) days per building from Contractor's receipt of the written Punch List, with time being of the essence. "Punch List" work shall not include property damage to non-Owner property and property of third-parties. To the extent that any justified Punch List items of Work are not timely completed without good cause or justification, the Owner may deduct the reasonable value to correct each outstanding Punch List item of Work, subject to legal challenge by the Contractor. Final completion of the project will take place when all items on the Punch List have been completed ("Final Completion").

3.5 Time is of the essence of this Agreement, and any breach of same shall go to the essence hereof, and Contractor and Owner, in agreeing to complete the Work within the time herein mentioned and make payments within the times specified, have taken into consideration and made allowances for all reasonable and anticipated hindrances and delays.

ARTICLE 4. CONTRACT SUM

4.1 Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions as provided by the Contract Documents, in current funds, the Contract sum of: **Nine Hundred Sixty Eight Thousand Fifty Six and 00/100 Dollars (\$968,056.00)** as provided in Exhibit "B" (the "Contract Sum"). The Contract Sum does not include the cost for required permits (only an allowance, if noted). The contractor shall secure and initially pay for the building permit, fees, and all other permits and fees, tests and inspections by governmental agencies required and necessary for the performance and completion of the Work ("Permit Costs"). The Contractor shall not be responsible for the cost of temporary shore drawings or testing for or remediation of any lead or asbestos containing materials that are present at the Project site and existing in the areas where the Contractor will perform the Work. Owner shall reimburse Contractor for these costs along with the Permit Costs (excluding Contractor fee or markup thereon) no later than ten (10) days after receipt of Contractor's written request for reimbursement of these costs. The parties acknowledge and agree that the Contract Sum as set forth herein is based in part on unit prices and estimated quantities of Work as provided in Exhibit B. The Contract Sum shall be adjusted in accordance with the unit prices set forth in Exhibit "B" if additional unit quantities are performed by Contractor upon receipt of a written request by Owner. Contractor shall be entitled to a reasonable proportionate extension of time to complete all Work to the extent that quantities performed exceed the original estimated quantities set forth in Exhibit "B." Should the Final Contract Sum exceed the Contract Sum stated above, Contractor shall be entitled to an increase of the amount charged for mobilization fees equal to 3% of the difference between the Final Contract Sum and the Contract Sum stated above (minus mobilization and Permit Costs). The contractor shall be entitled to the scrap or salvage value of any materials removed from the Project during the performance of the Work.

ARTICLE 5. PROGRESS PAYMENTS AND RETAINAGE

5.1 The Owner shall pay the Contractor the Contract Sum in monthly progress payments plus a final payment as set forth in the Contract Documents. Contractor shall submit monthly progress payment applications ("Application for Payment") no later than the 5th day of each month for
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work performed the previous month. The Owner shall provide written notice to the Contractor of any objection to an Application for Payment, which shall include documentation supporting said objection ("Objection Notice"), within ten (10) days from the receipt of an Application for Payment. The contractor shall have three (3) business days from its receipt of an Objection Notice to commence to cure the Work outlined in an Objection Notice and complete such Work within a reasonable amount of time to the satisfaction of the Owner. If the Owner fails to provide an Objection Notice in the time, form, and fashion described herein, then Owner shall make payment via wire transfer to the Contractor no later than fifteen (15) days after receipt of an Application for Payment. If the Owner fails to timely pay an Application for Payment, the Contractor may suspend further work until the Owner tender's payment or declare the Owner in material breach of the Agreement and terminate the Work. If the Contractor resumes the Work following such a suspension and the suspension is not a result of acts and conduct of the Contractor, the Contractor's compensation shall be equitably adjusted to provide for direct actual expenses incurred due to the interruption and resumption of the Contractor's Work. The Contractor shall be entitled to a day-to-day extension in the time to perform the Work for each day of such suspension. The Contractor shall submit with each Application for Payment a: (1) Progress Payment Affidavit; (2) a Partial Waiver and Release of Lien. The Contractor shall submit with its Application for Payment of final payment a: (1) Final Waiver and Release of Lien utilizing Florida statutory forms; and (2) Contractor's Final Affidavit providing that all subcontractors, laborers, materialmen, and suppliers who properly submitted Notice to Owners have been paid for the Work completed or listing the balance owed to each. In the event the Engineer on this job is involved in the contract administration of this project, all Applications for Payment will be submitted on properly executed AIA Documents G701, G702, and G703, or other forms reasonably acceptable to Owner. The amount of any payment due shall be reduced by ten percent (10%) to be held by Owner as retainage until Final Payment becomes due. Retainage will not be withheld on costs of mobilization or Permit Costs. Owner maintains its right to pursue Contractor for any non-performance of this Agreement, for any defective Work or improper materials and any payments made under this Agreement shall not waive Association's rights under this Agreement or under the law nor shall such payments constitute acceptance of the Work, defective Work or improper materials. Notwithstanding any other provision of this Contract regarding retainage, once the amount of Work completed and stored to date (as reflected on the Application for Payment and Schedule of Values) equals the Contract Sum, Owner shall release and pay to Contractor the entire remaining retainage balance with the next payment due. No further retainage shall be withheld after the completed and stored-to-date amount equals the Contract Sum.

5.2 The Owner may withhold a portion of a progress payment or final payment on account of: (1) defective or nonconforming Work, as determined by the Contract Documents; (2) incomplete Work; (3) claims of lien filed by third parties that performed Work on behalf of or at the direction of the Contractor; (4) failure of Contractor to make proper payments to subcontractors for material, equipment or labor; (5) failure to provide waivers of lien for all lienors giving notices; (6) damage caused to the Owner's property by the Contractor or those under Contractor's control; (7) damage caused to the real or personal property or any unit owners or tenants; and (8) failure to carry out the Work in accordance with the Contract Documents, in which case a reasonable estimated amount of such damage(s) may be withheld from Contractor's payment until such damage(s) are remedied by the Contractor in accordance with the Contract Documents.

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ARTICLE 6. FINAL PAYMENT

6.1 Final payment, a final payment, constituting the entire unpaid balance of the Contract Sum and any amounts due, including all sums held as retainage, shall be made by Owner to Contractor within fifteen (15) days from the date when the (1) Contractor has completed all Work (including Punch List items), (2) Contractor and Owner's Representative have inspected and approved the Work, (3) governmental approvals, if any, are obtained, including, but not limited to, the closing out of any permits (4) Contractor provides its statutory Final Contractor's Affidavit and Final Waiver and Release of Lien to Owner, (5) Contractor completes site cleanup and repairs any damage to Owner property caused by Contractor's failure to exercise due care. Any payment, whether a progress payment or Final Payment, that remains unpaid without legal justification after twenty (20) days from the date due shall bear interest at the rate of 10% per annum.

ARTICLE 7. WARRANTY

7.1 Contractor warrants that all labor and materials involved in concrete repairs furnished by Contractor under this Agreement will be free from defects for a period of five (5) years from the date of Final Completion; all other Work shall be guaranteed for a period of one (1) year. The contractor shall provide to the Owner, at Owner's expense, all available warranties from any and all manufacturers, subcontractors, or suppliers of materials used in connection with the Work. Contractor shall not provide a warranty on any finishes on aluminum railings or other aluminum or metal finishes, which warranty shall be provided by the manufacturer of the products and all product and material manufacturers' warranty shall extend to the Owner.

7.2 The Owner shall notify the Contractor in writing within twenty (20) days after the discovery of any defect not in conformance with the Contract Documents and provide the Contractor with an opportunity to cure said defect. The Contractor shall, within five (5) business days of written notice from Owner or Owner's authorized agent or representative, begin to cure any Work that fails to conform to the requirements of this Agreement, and Contractor guarantees and warrants that it shall undertake to cure any defects due to faulty concrete repairs or waterproofing materials, equipment, and/or workmanship which appear within a period of five (5) years from the Date of Completion of the Work. The provisions of this Article 7 apply to Work completed by subcontractors engaged by Contractor as well as to Work performed by Contractor. This warranty is not in lieu of any other warranties, express or implied, which may be provided by law. The parties acknowledge that, to the extent that the work contemplated herein is bonded, any warranty covered by the performance bond is limited to one (1) year from substantial completion.

7.3 The Contractor shall bear all costs of correcting such defective Work and provide all labor and materials to correct any defects or to correct an problems which make the Work unfit for the particular use during the warranty period. This obligation shall survive termination of this Agreement to the extent of the applicable warranty period.

ARTICLE 8. TERMINATION OR SUSPENSION

SERPE-CO _____

Agreement Between
SERPE-CO and LAS VISTAS IN INVERRARY CONDO. ASSOC., INC.

Owner _____

8.1 The Owner may terminate this Agreement if the Contractor:

- (a) fails to supply enough properly skilled workers or proper materials;
- (b) fails to perform the Work in accordance with the Contract Documents;
- (c) fails to make payments to subcontractors or for materials or labor;
- (d) disregards laws, ordinances or rules, regulations, or orders of a public authority having jurisdiction and is duly cited for such persistent violations; or
- (e) otherwise defaults on any of its obligations under the Contract Documents and fails to remedy or take bona fide action to commence the remediation of such default within five (5) days after receipt of written notice of default from the Owner.

8.2 This Agreement may be terminated by either Party upon ten (10) days written notice if the other Party fails to materially perform in accordance with the terms of this Agreement after receipt of written notice of default and opportunity to cure, provided there is no fault of the Party initiating the termination.

8.3 If the Work is suspended at the Owner's written request or direction, the Contractor shall be paid for all Work performed prior to such suspension in accordance with the payment structure set forth in Article 5 of this Agreement. When the Project is resumed at the written instruction of the Owner, the Contractor's compensation shall be adjusted to provide for any reasonable expenses incurred as a result of an interruption and resumption of the Work, which shall be documented by the Contractor, unless such suspension is caused by the Contractor. In such event, the time to perform under the Contract Documents shall be extended one (1) day for every day that Work was suspended unless such suspension is caused by the Contractor.

8.4 The Contractor may, upon ten (10) days written notice to the Owner with an opportunity to cure, terminate the Agreement if the Work is suspended for a total of thirty (30) days as a result of the Owner's (1) failure to perform its obligations under the Contract Documents with respect to matters important to the progress of the Work, (2) written order or request that the Work be suspended, or (3) active interference with the Work. In the event of such termination, the Owner shall pay the Contractor all amounts due for the completed Work through the date of suspension of the Work plus any additional related costs and damages incurred by the Contractor as a result of the suspension. The Owner shall have the right to cure such default no later than ten (10) days after receipt of the 10-day notice.

ARTICLE 9. NOTICES

All notices, demands, or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given upon mailing by United States registered or certified mail, return receipt requested, postage prepaid, federal express, e-mail or by facsimile transmission to:

If to Contractor, to: SERPE-CO

SERPE-CO _____

Agreement Between
SERPE-CO and LAS VISTAS IN INVERRARY CONDO. ASSOC., INC.

Owner _____



Attn: Brett Serpe, President
312 SW 13th Avenue
Pompano Beach, FL 33069
Email: brett@serpeco.com

If to Owner, to: LAS VISTAS IN INVERRARY CONDO. ASSOC., INC.
Attn: Dwight Hinkson, Board President
3533 Inverrary Drive
Lauderhill, FL 33319
Email: _____

Additional Notice To:

Engineer: Jatin Handa, PE, PMP, MS
1031 NW 31st Avenue
Pompano Beach, FL 33069
Telephone: (954) _____
Email: _____

ARTICLE 10. SCHEDULES

The Contractor shall prepare and submit to the Owner or the Owner's authorized agents or representatives a Contractor's Construction Schedule for the Work within ten (10) days of mobilization of the Project. The Schedule shall not exceed the time limits in the Agreement and shall be revised at appropriate intervals as necessary by the conditions of the Work, quantities provided, approved Change Orders, and Project requirements. The Schedule shall provide for expeditious and practicable execution of the Work.

ARTICLE 11. STATUTORY PRE-SUIT NOTIFICATION REQUIREMENTS

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least two (2) original copies, one of which is to be delivered to the Contractor, and one to the Owner.

SERPE-CO

EXEMPTED FROM REGISTRATION

SERPE-CO

By: _____

Name: _____

Title: _____

Date: _____

CGC1523974

**LAS VISTAS IN INVERRARY
CONDO. ASSOC., INC.**

By: _____

Name: _____

Title: _____

Date: _____

SERPE-CO _____

Owner _____

EXHIBIT "A" - CONTRACT GENERAL CONDITIONS

1. **Standard of Work.** All Work shall be completed by Contractor in conformance with the Contract Documents and in a workmanlike manner according to accepted industry standards and in compliance with all building codes and other applicable laws. Unless the Contract Documents provide otherwise, application or installation of materials in accordance with the specifications shall be deemed to be in conformance with the Contract Documents.
2. **Contractor Notice of Subcontractors to Owner.** Contractor will advise Owner of all subcontractors to be used on the job prior to the subcontractor's beginning work. Contractor warrants that all workers employed by Contractor and subcontractors are legally eligible to work within the United States and that all documentation of worker eligibility has been verified. The contractor shall at all times 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 him or her.
3. **Contractor Supervision.** Contractor shall supervise and direct the Work as set forth in this Agreement using Contractor's best skill and attention. Contractor shall have an English-speaking superintendent on site at all times when work is in progress. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
4. **Rejection of the Work.** Contractor shall re-execute any work that fails to conform to the requirements of the Contract Documents and that appear during the progress of the Work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the Contract at no cost to Owner. The provisions of this paragraph 4 shall apply to work performed by subcontractors, sub-subcontractors, and employees of Contractor.
5. **Licenses Required.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform said Work. Breach of this Paragraph shall be deemed a material breach subject to immediate termination of the Agreement.
6. **Contractor's Warranty.** Contractor warrants that materials and equipment furnished under the Contract will be of good quality, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work and materials conform to the requirements of the Contract Documents.
7. **Substitution of Materials.** Where the Contract Documents indicate use of specifically described materials, no substitution of materials shall be permitted by Contractor without the written approval of the Owner or its authorized agents or representatives.
8. **Correction of Defective Work.** Owner shall notify Contractor in writing within twenty (20) days after the discovery of any defect not in conformance with the Contract Documents and

provide Contractor with an opportunity to cure said defect. Any defective Work brought to the Contractor's attention after the punch list items have been completed will be considered additional work outside the scope of work contemplated in the Agreement. Contractor shall not be responsible for remedying any Work performed in compliance with the Contract documents that results in nonconformance with law or code because of defective design or specifications, unless Contractor is responsible for creation of those designs or specifications.

9. **Property Damage and Personal Injury.** Contractor shall be responsible for property damage and injury to persons caused by Contractor or Contractor's employees, agents, and subcontractors' gross negligence, intentional misconduct, and unlawful acts. The Contractor shall undertake all reasonable efforts to protect and prevent damage to property in and adjacent to the areas where the Work will be performed ("Construction Zones"). Before commencement of the Work, Contractor shall provide written notification to the Owner describing the areas to be designated as a Construction Zone and a schedule outlining each date that an area will be converted into a Construction Zone. Access to the Construction Zones shall be limited to the Contractor and the Contractor's employees, agents, and subcontractors, and the Owner and the Owner's authorized representatives, and agents. The Contractor shall not be liable for any damage to persons and property arising from any act, whether direct or indirect, that relates to unauthorized access of the Construction Zones. Prior to the commencement of the Work, Owner, at its sole expense, shall remove all personal property including, but not limited to, patio furniture, window and sliding glass door screens, barbeque grills, tables, chairs, umbrellas, and plants, and other personal property from all common areas, condominium units, condominium unit balconies, and condominium storage closets that is located within and adjacent to the Construction Zones that may be damaged by vibrations or other activities normally involved in performing the Work. The Contractor shall not be liable for property damage resulting from Owner's failure to remove personal property from all common areas, condominium units, condominium unit balconies, and condominium storage closets and each condominium unit's balcony and storage closets within and adjacent to the Construction Zones unless such damage is caused by the gross negligence or intentional acts of the Contractor, or the Contractor's agents, employees, or subcontractors. If a dust wall is required to be built inside the unit, all personal property must be moved a minimum of 5 feet away from the opening. The Contractor shall not be liable for damage to personal property of the unit owners that is located inside units that are adjacent to Work areas unless the damage was caused by recklessness or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor relating to the performance of Work as described in the Agreement. Notwithstanding anything to the contrary herein or the Agreement, Contractor shall take all reasonable precautions for the safety of, and shall provide 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. Contractor shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction of the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part 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, shall be remedied by the Contractor at its sole cost and expense.

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10. **Correction of Property Damage.** Contractor shall promptly remedy all property damage arising from Contractor or Contractor's agents, employees, or subcontractor's failure to exercise due care when performing the Work, and that is otherwise not a result of the gross negligence or intentional misconduct of Contractor or Contractor's agents, employees, or subcontractors. "Punch List" work shall include only property owned by Owner and shall not consist of property owned by third parties.
11. **Workforce Standards.** The Contractor shall at all times enforce strict discipline and good order among its employees and shall not authorize any person who is unqualified or unfit to provide any service related to the performance of the Work.
12. **Provision of Facilities and Services.** The Owner shall provide the Contractor with an adequate grounded power supply, adequate Contractor employee parking, and water at no cost to Contractor, including, but not limited to, "hook-ups" (including pigtails and junction boxes) to attach to Owner's electrical outlets and any and all valves to Owner's water outlets. The Contractor shall provide any required refuse dumpster, if adequate room for placement is available; otherwise, the Contractor will be permitted to use the Owner's dumpsters for the removal of all materials and waste related to the Work. Temporary sanitary facilities shall be provided by Contractor. The owner shall designate an area for the installation of a portable toilet on the condominium property but not within the confines of a Condominium building.
13. **Permits and Fees.** The Contractor shall secure the building permit and other permits, fees, licenses, inspections necessary for proper execution and completion of the Work, and all warranties, at the Owner's expense. Owner shall reimburse the Contractor in full for all permit fees upon mobilization. The owner will be charged only actual cost of permit with no markups.
14. **Required Notices.** Contractor will comply with and provide all notices to Owner that is required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities related to the performance of the Work.
15. **Safety Precautions.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs during the performance of the Work. Contractor shall take all reasonable precaution 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;
 - (iii) other property at the site or adjacent thereto including but not limited to parking areas, pool deck, building exteriors, and landscaping.

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 liable for any damage caused by the Owner and Owner's employees, representatives, or agents, or any non-project related third parties. The contractor shall be liable for damages caused by supplier deliveries and other project related third parties' gross negligence and intentional unlawful acts. To the greatest extent reasonably practicable, Contractor will allow unit owners access to

walkways to their units through the construction zone, except during painting of deck/catwalks/hallways, approximately ten (10) hours after the concrete pour, during which time the walkway may not be used. The contractor shall provide the Association with reasonable advance written notice of all pours that will make walkways inaccessible.

16. Change Orders. Additions, modifications, or deletions in the Scope of Work shall be accomplished by a written Change Order signed by the Contractor and the designated Owner's Representative. Unless otherwise agreed to by Owner, the Change Order shall specify the changes in the Scope of Work and indicate a fixed amount in the adjustment of the Contract Sum, if any, application of unit prices, if applicable, and the extension of the Contract Time, if any. Owner shall not be responsible for any additional charges arising from changes to the scope of Work without a written Change Order. If Contractor proceeds with such Work without obtaining a written change order it shall be assumed that Contractor has performed such Work at no additional charge. The requirement for a written change order under this Paragraph 16 cannot be waived and it is a condition precedent to the Contractor being entitled to any payment for the additional Work performed or an increase in the Contract Sum.

17. Work Site. The Owner shall provide the Contractor with a suitable staging area for storage of material and equipment necessary to perform the Work. Contractor shall confine operations at the site to the areas where Work is to be performed and the designated staging area and will not unreasonably encumber the site with excess materials or equipment.

18. Hours of Work. Hours of Work shall be from 8:00 a.m. to 4:00 p.m. unless otherwise restricted by applicable law, ordinances, rules, and regulations by the City of Lauderdale and/or covenants or rules and regulations of the Owner. The contractor shall store and park materials, equipment, tools and vehicles only in those areas designated by the Owner. Contractor may not perform Work on Saturdays, Sundays or all Federally Recognized Holidays without the express written permission of the Owner's Representative.

19. Clean Premises. Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's or subcontractor's tools, construction equipment, machinery and surplus materials and leave the work site clean. Contractor shall promptly remedy all damage or loss to any property caused by Contractor's failure to exercise due care in performing its Work or such a failure to exercise due care by, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them is liable. Compliance with this paragraph is a condition precedent to final payment.

20. Liens. Contractor will save and keep the building or buildings referred to in this Agreement or the lands upon which they are situated free from all construction liens and all other liens from subcontractors and materialmen by reason of its Work or any materials or other things purchased by it therein to the extent Contractor has been paid for the Work. In the event any liens should be filed against the Property by any subcontractors, laborers or material suppliers, in connection with labor or services performed, the materials incorporated into or delivered to the

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Property, Contractor shall indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must transfer such lien within five (5) business days of the filing of the lien by, (i) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (ii) by filing with the Clerk's office a bond executed as surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors. The Contractor shall be liable for all reasonable attorney's fees and the cost Association may incur due to enforcement of this Paragraph 20 or due to the filing of any lien against the Property.

If Contractor fails to remove such lien(s) by bonding or otherwise, provided Association has paid for all approved work, 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 by a detailed breakdown of the allocation of the amount required together with copies of lien Releases. Before the Association withholds any funds, it must provide the Contractor with a minimum of ten (10) days' written notice and allow the Contractor an opportunity to clear the lien within ten working days of receipt of the notice.

21. **Indemnification.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other party ("Indemnified Party") against any liability, damage, or expense which the Indemnified Party may sustain, incur, or be required to pay because of or in connection with third party claims (whether personal bodily injury or wrongful death; damage to real or tangible personal property) resulting from any gross negligence or willful misconduct or omission of the Indemnifying Party or a person employed by the Indemnifying Party acting within the scope of his/her employment in the performance of this Agreement. Indemnifying Party's indemnity obligation under this Section shall be reduced to the extent by which the liability, damage, or expense results from the willful misconduct or the gross negligent act or omission of an employee(s), or agent(s) of the Indemnified Party, or a third party(ies). The indemnity obligations of the parties shall be subject to the following provisions and conditions: The Indemnified Party shall (a) give the Indemnifying Party prompt written notice of the claim, (b) allow the Indemnifying Party to control the defense and settlement of the claim (including selection of counsel), provided that any settlement will not create any obligation for the Indemnified Party without the Indemnified Party's prior written approval, and (c) provide reasonable cooperation and assistance, including any available defenses, to the Indemnifying Party in defending or settling the claim, at the Indemnifying Party's reasonable expense.

22. **Acknowledgment of Contract Terms.** By signing this Agreement, Contractor acknowledges that they have reviewed the Contract Documents, including the Drawings, Plans, and Specifications, and has verified the field conditions at the construction site; that the Contract Sum set forth herein is based upon such unit prices, documents, and conditions; and that the Contract Documents include all of the items necessary for the proper execution of the Work to completion.

23. **Contractor Payment of Subcontractors.** Contractor shall promptly pay at the time of Progress Payments all valid charges for material and labor related to the performance of the Work included in the payment up to that time and will hold the Owner and the Owner's property free and harmless against all liens and Claims of Lien for labor and materials filed against the property, as long as all payments to Contractor from Owner are current. Contractor shall provide to Owner a Partial Release of Lien with every Application for Payment from Contractor for the current work period and a Partial Release of Lien from any suppliers, subcontractors, vendors, and materialman for the previous Work period.

24. **Justified Delay.** Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to pay money in a timely manner, if and to the extent that its failure of, or delay in, performance is due to an event of Force Majeure, which shall be defined as acts of the Owner; acts of God that Contractor could not have reasonably foreseen and provided against; by storm or inclement weather that necessarily delays the work; by any strikes, boycotts, or like obstructive actions by employees or labor organizations that are beyond the control of Contractor; by extra Work requested by the Owner. On an occurrence of an event of Force Majeure, the Contract Time shall be extended for the reasonable period of the delay. If Contractor claims to be delayed by a cause justifying an extension of the Contract Time, Contractor shall give written notice of such delay to the Owner within seven (7) days stating the nature and anticipated length of the delay. Should Contractor be delayed in the Work by acts solely and directly of the Owner or the Unit Owners, the Contract Sum may be increased by the amount of Contractor's actual cost and expenses of shutdown, delay, and start-up.

25. **Contractor Insurance.** Contractor shall maintain with an insurance company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Contractor and the Owner from claims that may arise out of or result from Contractor's operations under the Agreement and for which the Contractor or the Owner may become legally liable, whether such operation be by the Owner, Contractor, or a subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be evidenced by a certificate of insurance naming the Owner, Owner's Representative, and other entities as may be reasonably requested as additional insureds under the policy with such certificate being provided to Owner prior to the commencement of Work. Said insurance shall include:

- Workers Compensation and Disability Benefits or other similar employee benefit Acts;
- General commercial liability coverage, including coverage for damages because of bodily injury, sickness, disease or death, and tangible property damage other than to the work itself;

A) Contractor shall not commence work under this Agreement until it has obtained all insurance required under these specifications and all Certificates of Insurance have been provided to Owner. Contractor agrees that it shall perform no work under this Agreement during such time, as said insurance policies are not in full force and effect.

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- B) Contractor shall furnish Certificates of Insurance prior to commencement of the work required hereunder, proof of insurance premium payments as requested by the Owner and shall maintain the following coverages:

Worker's Compensation:

- a) State: Statutory Limits
b) Employer's Liability \$500,000.00 Each Occurrence

Comprehensive Commercial General Liability - (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Intermediate Form Property Damage) to remain in effect for one (1) year after completion of the Work:

Bodily Injury	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	Annual Aggregate
Personal Injury (w/employment exclusion deleted)	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	Annual Aggregate
Property Damage:	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	Annual Aggregate
General Liability	\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)	
	\$1,000,000 for personal & Advertising liability	
	\$2,000,000 aggregate for products-completed operations	
	\$2,000,000 general aggregate per project	

Each policy, except the workers' compensation coverage, shall provide that the policy shall not be canceled except upon thirty (30) days written notice to the Owner.

26. **Attorney's Fees.** The prevailing party in any lawsuit arising out of or relating to the Agreement or the Work shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs through trial and all appeals. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges,

consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

27. **Governing Law and Venue.** The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Broward County, Florida. **ASSOCIATION AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LAWSUIT ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONTRACT OR THE WORK.**

28. **Hazardous Materials.** The Contractor shall not intentionally permit or allow the disposal of any hazardous chemicals or materials upon the work site. The use and disposal of any hazardous materials shall be in strict accordance with the manufacturer and governmental recommendations and requirements as supplemented by reasonable prudence. Upon completion of the work, hazardous chemicals or materials shall be removed from the site.

29. **Construction of Contract Documents.** This Agreement shall be deemed to have been prepared and negotiated through the joint efforts of the Parties, consequently, this Agreement may not be more strictly construed against any party than against any other party.

30. **Waiver.** This Contract constitutes the entire agreement between the Parties hereto and supersedes all previous understandings, discussions, and agreements. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, then the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. 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 Owner 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 Agreement, shall constitute a waiver or variation of Owner's rights to demand exact compliance with the terms hereof. Likewise, Contractor's failure to demand strict compliance with any terms of this Agreement 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.

31. **Bonding.** When the Owner elects to purchase a construction bond, all amounts will be paid by the Owner. Bond premiums are based on a percentage of the contract amount and are due at the commencement of the project and again at the end once an audit (or something of the like) has been performed. Should the contract amount increase, a bond premium will be due from the Owner. In most cases the surety will bill the Contractor, who will then bill the Owner.

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CERTIFIED GENERAL CONTRACTORS

32. **Contractor Signage.** The Contractor shall be entitled to affix company identifying signage to, including, but not limited to: Trailers, dumpsters, company vehicles, scaffolding, suspended scaffolding, mast climbers, boom lifts, scissor lifts, etc. Signage will be legible and in good condition when on the Owner's property.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument and facsimile transmissions shall be deemed originals.

- END OF GENERAL CONDITIONS -

Las Vistas Condominium
3541 Inverrary Dr (Bldg. G)
Lauderhill, FL 33319

Walkways & Staircases

Description	Unit	Quantity	Unit Price	Total	Comments
Column Repairs	C.F.	8	\$297.00	\$2,376.00	See S&D Drawings & Specs
Beam Repairs	C.F.	5	\$307.00	\$1,535.00	See S&D Drawings & Specs
Slab Edge Repairs 10"	L.F.	13	\$113.00	\$1,469.00	See S&D Drawings & Specs
Slab Repairs Partial Depth (4")	S.F.	245	\$104.00	\$25,480.00	See S&D Drawings & Specs
Slab Repairs (Full Depth)	S.F.	16	\$124.00	\$1,984.00	See S&D Drawings & Specs
Slab Overhead Repairs	S.F.	15	\$119.00	\$1,785.00	See S&D Drawings & Specs
Rust Spot Repairs	Each	140	\$67.00	\$9,380.00	See S&D Drawings & Specs
Stucco With Hot Primer	S.F.	265	\$24.00	\$6,360.00	See S&D Drawings & Specs
Handrail Removal & Reinstallation	L.F.	0	\$181.00	\$0.00	See S&D Drawings & Specs
Slab Crack Repairs (V Groove & Epoxy)	L.F.	780	\$42.00	\$32,760.00	See S&D Drawings & Specs
Expansion Joint Replacement	L.F.	45	\$93.00	\$4,185.00	See S&D Drawings & Specs
Staircase Post Pocket Repairs	Each	20	\$93.00	\$1,860.00	See S&D Drawings & Specs
Flash Patch to Eliminate Indentions	S.F.	175	\$25.00	\$4,375.00	Limited Area
Walkway Floor Slab Scarification	S.F.	5309	\$11.00	\$58,300.00	Ground Floor, 2nd, 3rd & 4th Floor
Walkway Ground Floor Waterproofing (Breathable Waterproofing)	S.F.	1240	\$13.00	\$16,120.00	Sika Waterproofing
Walkway 2nd & 4th Floor Waterproofing (Sika M200/TC225)	S.F.	4500	\$17.00	\$76,500.00	Sika Waterproofing
Staircase & Landing Waterproofing (Sika M200/TC225)	S.F.	675	\$19.00	\$12,825.00	Sika Waterproofing
Misc. Caulking (Sika)	L.F.	900	\$32.00	\$28,800.00	Allowance
			Total	\$286,094.00	

Misc. Items

Description	Unit	Quantity	Unit Price	Cost	Comments
Contractor Mobilization & General Condition	Lump Sum	1	\$31,470.00	\$31,470.00	For Entire Construction Duration
Safety & Overhead Protection During Construction	Lump Sum	1	\$9,000.00	\$9,000.00	As Per Regulating Agencies
Building Department Permitting Fee	Lump Sum	1	At Cost	At Cost	To Be Paid By The Client
Shoring During Construction	Lump Sum	1	\$9,000.00	\$9,000.00	As Required
Painting of the Entire Front of the Building (All Previously Painted Surfaces)	Lump Sum	1	\$34,500.00	\$34,500.00	Benjamin Moore Specs
Painting of Walkway Railings (All Floors)	Lump Sum	1	\$15,800.00	\$15,800.00	Benjamin Moore Specs
Painting of Mansard on Front of The Building	Lump Sum	1	\$28,700.00	\$28,700.00	Benjamin Moore Specs
Painting of ADA Ramps & Sidewalks	Lump Sum	1	\$11,200.00	\$11,200.00	Benjamin Moore Specs
Misc. Electrical Repairs	Man Hours	5	\$45.00	\$225.00	Allowance
			Misc. Items Cost	\$139,895.00	
			Total Project Cost	\$425,989.00	

Any other Repairs to Exterior & Balconies are not Included

ADA Ramps & Sidewalk Repairs are not Included

Description	Unit	Quantity	Unit Price	Cost	Comments
Hurricane Mobilization & Demobilization Category I & II	Lump Sum	1	\$11,000.00	\$11,000.00	If Required
Hurricane Mobilization & Demobilization Category III & IV	Lump Sum	1	\$11,000.00	\$11,000.00	If Required
Performance Bond	Lump Sum	1	\$13,000.00	\$13,000.00	If Required

Estimated repair quantities were based on visual observation and tapping of the accessible areas of concrete surface. S&D will not be responsible and deemed liable for any missed required and/or recommended additional repairs, including but not limited increased repair quantities, any unforeseen conditions, or errors and/or omissions. The repair quantity sheet has a shelf life of 180 days

Las Vistas Condominium
3521 Inverrary Dr (Bldg. J)
Lauderhill, FL 33319

Walkways & Staircases				
Description	Unit	Quantity	Unit Price	Total
Column Repairs	C.F.	10	\$297.00	\$2,970.00
Block Wall Repairs w/ Mesh & Stucco	S.F.	60	\$85.00	\$5,100.00
Slab Edge Repairs 10"	L.F.	18	\$113.00	\$2,034.00
Slab Repairs Partial Depth (4")	S.F.	325	\$104.00	\$33,800.00
Slab Repairs (Full Depth)	S.F.	22	\$124.00	\$2,728.00
Slab Overhead Repairs	S.F.	20	\$119.00	\$2,380.00
Rust Spot Repairs	Each	190	\$67.00	\$12,730.00
Stucco With Hot Primer	S.F.	350	\$24.00	\$8,400.00
Handrail Removal & Reinstallation	L.F.	0	\$181.00	\$0.00
Slab Crack Repairs (V Groove & Epoxy)	L.F.	1040	\$42.00	\$43,680.00
Expansion Joint Replacement	L.F.	55	\$93.00	\$5,115.00
Staircase Post Pocket Repairs	Each	25	\$93.00	\$2,325.00
Flash Patch to Eliminate Indentations	S.F.	235	\$25.00	\$5,875.00
Walkway Floor Slab Scarification	S.F.	7075	\$11.00	\$77,825.00
Walkway Ground Floor Waterproofing (Breathable Waterproofing)	S.F.	1650	\$13.00	\$21,450.00
Walkway 2nd & 4th Floor Waterproofing (Sika M200/TC225)	S.F.	6000	\$17.00	\$102,000.00
Staircase & Landing Waterproofing (Sika M200/TC225)	S.F.	900	\$19.00	\$17,100.00
Misc Caulking (Sika)	L.F.	1200	\$32.00	\$38,400.00
			Total	\$383,912.00

Only Walkways & Staircase Repairs are Included

Misc. Items				
Description	Unit	Quantity	Unit Price	Cost
Contractor Mobilization & General Condition	Lump Sum	1	\$43,230.00	\$43,230.00
Safety & Overhead Protection During Construction	Lump Sum	1	\$11,500.00	\$11,500.00
Building Department Permitting Fee	Lump Sum	1	At Cost	At Cost
Shoring During Construction	Lump Sum	1	\$13,000.00	\$13,000.00
Painting of the Entire Front of the Building (All Previously Painted Surfaces)	Lump Sum	1	\$34,500.00	\$34,500.00
Painting of Walkway Railings (All Floors)	Lump Sum	1	\$15,800.00	\$15,800.00
Painting of Marisard on Front of The Building	Lump Sum	1	\$28,700.00	\$28,700.00
Painting of ADA Ramps & Sidewalks	Lump Sum	1	\$11,200.00	\$11,200.00
Misc. Electrical Repairs	Man Hours	5	\$45.00	\$225.00
		Misc. Items Cost		\$158,155.00
Any other Repairs to Exterior & Balconies are not Included				
ADA Ramps & Sidewalk Repairs are not Included				
		Total Project Cost		\$542,067.00

Optional Repairs				
Description	Unit	Quantity	Unit Price	Cost
Hurricane Mobilization & Demobilization Category I & II	Lump Sum	1	\$11,000.00	\$11,000.00
Hurricane Mobilization & Demobilization Category III & IV	Lump Sum	1	\$11,000.00	\$11,000.00
Performance Bond	Lump Sum	1	\$16,200.00	\$16,200.00
<i>Estimated repair quantities were based on visual observation and tapping of the accessible areas of concrete surfaces. S&D will not be responsible and deemed liable for any missed required and/or recommended additional repairs, including but not limited increased repair quantities, any unforeseen conditions, or errors and/or omissions. The repair quantity sheet has a shelf life of 180 days</i>				

**ENGINEERING AND
CONSTRUCTION, INC.**

INSPECTION

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ENGINEERING

-

CONSTRUCTION

COA# 28388 - OB# 52647

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Furnish all necessary materials, labor, and equipment required to:

1. Complete all work as outlined in the Specifications and as shown in the bid documents.
2. The Contractor is responsible for documenting *(by video recorder, or Camera)* prior condition of the balconies, walkways, parking lot, roof, and common areas prior to the commencement of work. A copy is to be submitted to the Association and the engineer.
3. Repair all deteriorated concrete, slab, beams, columns, stucco and parapet wall repairs at the roof of the building structure as per ICRI standards and the appropriate manufacturer's recommendations.
4. A copy of the condition report shall be forwarded to the Owner and the Engineer prior to the removal of any shutters, doors, windows, furniture and other misc. equipment so as to avoid potential damage claims.
5. Remove and reinstall all building components marked by Engineer to conduct repairs to the deteriorated concrete.
6. Properly prepare concrete decks prior to the application of the roofing membrane system.

1.02 UNRELATED WORK

- A. Electrical conduit replacement or other electrical work on wiring buried in the concrete members.
- B. The work identified in Sections 1.02 (A) shall not be performed by this Contractor unless specifically set forth the contract or by approved change order.
- C. Repair of electrical devices and conduit encountered within the concrete structure or in masonry, wood or metal partition walls:
1. When encountered, notify Owner's representative and Engineer to contact the building's electrician to schedule and perform the electrical repair(s). Contractor will take every precaution to prevent damage to these items. If conduit or piping is damaged due to negligence of work force, Contractor will pay repair costs.



2. Following repair, wipe down and coat the metal parts with bond breaker material prior to cementitious repair.
3. Seal all non-weather-tight joints and faces with urethane sealant.

1.03 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in type of material specified, with not less than (5) five years of documented experience.
- B. Contractor: The Contractor shall meet all the following requirements:
 1. The Contractor shall be a "Pre-qualified Contractor" of the Manufacturer for the material used. The Contractor shall submit a letter from the Manufacturer stating such approval, including a letter of intent to warranty said project.
 2. The Contractor shall have a minimum of (3) three years of experience in performing repair work similar to that specified herein.
 3. The Contractor shall be a State-Certified General Contractor.
 4. The Contractor shall submit a list of (3) three projects in which repair work similar to that specified herein was successfully completed. The list shall contain the following information for each project: *Project name and location, owner of project, contact person and telephone number, brief description and date of completion.*

1.04 SUBMITTALS

- A. The Contractor shall deliver the required submittals to the Owner. Submittals shall be made promptly and in such a sequence as to cause no delay in the work.

Owner: Las Vistas Condominium Association
3541 Inverrary Drive (Bldg. G),
Lauderhill, FL 33319

Engineer: Jatin Handa, P.E., PMP, MS
1031 NW 31st Avenue,
Pompano Beach, FL 33069

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B. The Contractor shall submit the following in duplicate:

1. Documentation that he/she meets the qualifications.
2. A letter from the Manufacturer and a sample warranty.
3. Certifications of Insurance.
4. Hold Harmless Agreement.
5. Schedule of work, including commencement and completion dates.

1.05 MATERIAL DELIVERY, HANDLING AND STORAGE

A. Materials shall be delivered in the Manufacturer's undamaged, unopened containers.
Each container shall be clearly marked with the following:

1. Product name.
2. Manufacturer's name.
3. Batch number
4. Component designation ("A" or "B")
5. Ratio of component mixtures.

B. Provide equipment and personnel to handle the materials by methods, which prevent damage.

C. Promptly inspect shipments to assure that materials comply with requirements.
quantities are correct and materials are undamaged.

D. The Contractor shall be responsible for all materials furnished by him/her, and he/she shall replace, at his/her own expense, all such material that is found to be defective in manufacturing or that has become damaged in handling.

E. Store materials in accordance with the Manufacturer's instructions with seals and labels intact and legible. Maintain temperatures within the required ranges.

F. Store materials only in locations designated by Owner.

1.06 JOB CONDITIONS

A. The Contractor shall visit the site and examine the condition of the surfaces, which are to be repaired. The Contractor shall follow the Manufacturer's recommendations with regard to the various moisture and temperature limitations of the materials.

B. The Contractor shall arrange with the Owner to have all automobiles moved from the immediate work area and/or adequately protect such property from damage during the work.

C. The Contractor shall arrange with the Owner to have all work areas closed off to prevent pedestrian traffic during work.



- D. The Contractor shall arrange with the Owner for the times of day and days of the week during which the work can take place.
- E. The Contractor shall provide a dumpsite for the removal of all debris and for removal of its contents.
- F. The Contractor shall provide portable toilets for use of his/her employees.
- G. The Contractor shall provide a full-time, on-site supervisor for the duration of the work.

1.07 GENERAL CONDITIONS

- A. The Contractor shall provide all required labor, materials, necessary equipment, supervision, insurance and permits required to complete the work as herein specified.
- B. The Contractor shall obtain all necessary permits, at no additional cost to Owner, as required by the Municipality.
- C. The Contractor shall comply with all fire and safety regulations and shall supply workers with safety goggles, gloves, earplugs and masks as required for protection during specific phases of the work.
- D. The Contractor shall utilize adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work.
- E. The Contractor shall protect and safeguard from harm all real and personal properties of the individual apartment owners and common elements of the Owner adjoining the work. Drop clothes or plastic wrapping or covers shall be utilized to protect adjoining surface as may be required.
- F. The Contractor shall arrange with the Owner for working space, space for storage of materials, parking for workers and access to the areas where the work for the Contractor is to be performed.
- G. The Contractor shall perform and install the work in strict accordance with these Specifications and the Manufacturer's recommendations and shall specifically request the Manufacturer's representative to review bi-weekly or as required, those portions of the work-in-progress, prior to, during, and after final installation, in order that the Warranties can be issued properly.
- H. The Owner shall make power and water available, without charge, for reasonable use of the Contractor.

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- I. The Contractor, once having started the work, shall continuously, and expeditiously proceed to complete the work as quickly as possible. The Contractor shall submit a time schedule to the work indicating dates of commencement and completion prior to the execution of the contract.
- J. Should any unforeseen conditions be found during the course of the work, immediately notify the Owner, Engineer, and a representative of the Manufacturer in order to determine remedial measures necessary to correct the problem area so that the work may continue and schedules are maintained within a reasonable time.
- K. At the end of each workday all equipment, staging, scaffold, shores, machinery, sealants, epoxy materials, cement, sand reinforcing bars, etc. shall be secured and/or stored. All materials stored in containers shall be properly closed and sealed as necessary.
- L. The Contractor shall maintain the material storage/work area clean, removing from the site daily flammable cloths and discarded materials, which could support combustion and least weekly, remove empty drums, containers, bucket, boxes and bags. The Contractor shall supply at least one, five-pound Co2, fire extinguisher for quick access.
- M. The Contractor is responsible for the proper design and construction of all formworks, shoring, and re-shoring.

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PART 2 – PRODUCTS

2.01 MATERIALS

- A. Polymer modified Portland cement mortar for patching 3/4" depth horizontal surfaces:
LA Repair Mortar manufactured by BASF or equivalent.
- B. Polymer modified Portland cement mortar for patching vertical and overhead surfaces:
Gel Patch by BASF or equivalent.
- C. Repair concrete for repairing large, greater than 3/4" to full depth, horizontal slab surfaces:
LA40 Repair Mortar manufactured by BASF or equivalent.
- D. Grout for aluminum railing posts: LA Repair Mortar manufactured by BASF or equivalent.
- E. Anti-corrosion protective coating for reinforcing bars: EMACO P24 manufactured by
BASF or equivalent.
- F. Bonding agent for bonding new plastic concrete to existing hardened concrete: EMACO P24
manufactured by BASF or equivalent.
- G. Epoxy adhesive for grouting replacement reinforcing bars: Acrylic7 manufactured by ITW Red
Head or ICC and Florida Code Compliant for Cracked Concrete.
- H. Epoxy adhesive for pressure-injected crack repair: CONCRESE LPL manufactured by BASF or
equivalent.
- I. Epoxy adhesive for crack repair: CONCRESE PASTE LPL manufactured by BASF or
equivalent.
- J. Reinforcing bars: Deformed bars, ASTM A615, grade 60.
- K. Repair stucco: Standard stucco mix with 1 shovel of Portland Cement per bag mixed and
Sonneborn Acryl 60 or equivalent bonding agent added.
- L. Waterproof Membrane:
 - 1. For use at Planters – Sikalastic 320
 - 2. For use at Parking Garage, Top Deck – Sikalastic 710/715/735 AL Traffic System
- M. Sealant for doors, windows and caulking exterior joints: NP-1 manufactured by BASF or
equivalent.
- N. Elastomeric Sealants
 - 1. Non traffic joints: Sonolastic NP-1 or Sonolastic NP-2 manufactured by BASF or equivalent.
 - 2. Horizontal joints: Sonolastic SL-1 or Sonolastic SL-2 manufactured by BASF or equivalent.

- SD
- O. Backer-Rod
1. Horizontal floor joints: Sonofoam closed-cell backer-rod or Sonoflex by BASF or equivalent.
 2. Vertical joints: Sonofoam soft backer-rod by BASF or equivalent.
- P. Primers: #770, #772, and #733 by BASF or equivalent.

2.02 OPTIONAL READY-MIX DESIGN

- A. Contractor will submit mix designs Alternate ready mixes to be used.
1. Minimum Compressive Strength = 6000 psi at 28 days.
 2. Water/Cement ratio will not exceed 0.40 by weight, including admixtures introduced at
 - a. the jobsite.
 3. Minimum coarse aggregate size shall be #89 for pump mixes.
 4. Portland Cement to be Type II, ANSI/ASTM C150.
 5. Water Reducing Admixture (Super-plasticizer) to be Type A, ANSI/ASTM C494, and
 - a. not contain more than 1% chloride ions.
 6. Discharge of concrete shall be completed within 1-1/2 hours, or before 300 drum
 - a. revolutions after the introduction of the mixing water to the cement or introduction of the cement to the aggregate.
- B. Quality Assurance - Comply with the following:
1. "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion" (*Guideline No. 03730*), published by the International Concrete Repair Institute, 1323 Shepard Drive, Suite D, Sterling, Virginia 20164-4428 - Copyright 1995
 2. Apply all repair materials in accordance with the manufacturer's recommendations for storage, preparation, mixing, placement, and curing.

2.03 ACCEPTABLE MANUFACTURERS

- A. It is the intent of these Specifications to obtain a warranty from the material manufacturer. Therefore, the Contractor shall use products from a single manufacturer to the greatest extent possible and shall obtain prior, written authorization from the primary material manufacturer for use of any secondary materials.
- B. Materials manufactured by Sonneborn Corporation have been specified and set the standard for the concrete repair products to be used.

2.04 EQUIPMENT

- A. All polymer-modified Portland cement mortar, repair concrete, repair stucco and coating mixing equipment shall be of a type, capacity, and mechanical condition suitable for doing the work and acceptable to the material manufacturer.;

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- B. The equipment used to inject the epoxy shall be acceptable to the epoxy manufacturer and shall conform to all of the following:
1. Capacity to automatically proportion the epoxy materials within the ratio mix tolerances set by the epoxy Manufacturer.
 2. Capacity to automatically mix the epoxy materials completely in line. Batch mixing will not be permitted.
 3. Capacity to inject the epoxy adhesive under controlled variable pressures.

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PART 3 - EXECUTION

3.01 INSPECTION

- A. The Contractor and Engineer shall inspect and sound the areas involved to determine the extent of work involved.
- B. An approximation of the magnitude of the repair quantities has been provided to assist the contractor in bidding the work. However, these repair quantities should not be relied upon as accurately reflecting the work to be performed and the actual quantities could be considerably more or less than projected. Actual quantities will be field measured by the contractor and verified by Engineer.

3.02 PREPARATION

- A. The preparation required for the repairs shall be performed in accordance with the specifications herein described and in accordance with the Manufacturer's recommendations, approved codes, and the following standards:
1. ACI 301 - Specifications for Structural Concrete Buildings; American Concrete Institute; latest code.
 2. ACI 318 - Building Code Requirements for Reinforced Concrete; American Concrete Institute; latest code.
 3. ACI 347R - Guide to Formwork for Concrete; American Concrete Institute; latest code.
 4. ASTM A 185-90a - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement; latest code.
 5. ASTM A 615-90 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; latest code.
 6. ASTM A 416-886 - Standard Specification for Steel Strand, Uncoated Seven-Wire Stress-Relieved for Prestressed Concrete; latest code.
 7. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field; latest code.
 8. ASTM C 33 - Standard Specification for Concrete Aggregates; latest code.
 9. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; latest code.
 10. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete; latest code.
 11. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; latest code.
 12. ASTM C 881 - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; latest code.
- B. Document the condition of each area where repairs will be conducted, including such items as railings, screens, doors, etc. A copy of this condition report shall be forwarded to the owner prior to the repairs to avoid potential damage claims.



- C. The glass at the doors and windows of the repair areas shall be protected from damage during demolition and surface preparation with plywood sheets.
- D. Apply tape over all openings at the doors and windows at the repair areas. The tape shall be applied at the perimeter frame and at the meeting stiles.
- E. Remove coatings or any other finishes from the top surface of the concrete slabs to make repairs.
- F. Remove and reinstall hurricane shutters and slider door tracks where required to facilitate structural repairs. All removed assemblies are considered fully operational unless documented by Contractor and forwarded to Owner prior to removal. If prior damage or problems exist, the Contractor can give a price to repair before re-installation or install with previous conditions.
- G. Prepare existing concrete slabs as per manufacturer's recommendations prior to water-proofing decks.
- H. Place shoring to support balconies above all columns where greater than 15% of gross concrete cross-sectional area will be removed. (*Repair material shall reach at least 3/4 design strength prior to removing the shoring*) Shore posts shall be rated with an 8-10-kip minimum load capacity each. All posts shall have adjustable collar to allow fine tightening to fit each location.

3.03 MORTAR PATCHING / CONCRETE REPAIR

- A. Areas of deteriorated and unsound concrete, as determined during the inspection, shall be removed as follows:
 - 1. The unsound concrete in these areas shall be removed by chipping hammers (*Max. - 30 lbs hammer*) or other mechanical equipment as approved by the Engineer.
 - 2. Removal of concrete shall extend 2" - 4" beyond the outer boundary mark of unsound concrete.
 - 3. Where possible, the areas removed shall be rectangular shaped.
 - 4. The edges of the patch area shall be perpendicular or slightly undercut between 1/4" and 1/2" deep. This shall be accomplished by saw cutting or by using chipping hammers. Feather edges will **NOT** be permitted.
 - 5. Concrete shall be removed completely around exposed corroded reinforcing steel such that a 3/4" clearance from the existing concrete is obtained.
 - 6. Removal of concrete around and beneath reinforcing steel shall be performed by using chipping hammers.
 - 7. During the removal process, care shall be exercised to avoid cracking and otherwise

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damaging the surrounding sound concrete.

- B. Following the removal of deteriorated and unsound concrete and prior to cleaning the patch area, the Contractor shall remove all loose concrete from the work area and leave said area broom clean.
- C. The patch area shall be thoroughly cleaned by sandblasting to accomplish the following:
 - 1. Removal of all remaining loose and unsound concrete and all dirt, debris and other contaminants, which may impair adhesion of the repair, mortar.
 - 2. Removal of all loose rust, scale and unsound concrete from exposed reinforcing steel.
- D. Apply a bonding agent to the existing hardened concrete surfaces against which the new mortar/concrete is to be placed.
 - 1. Pre-wet surfaces to saturated surface dry condition.
 - 2. Apply bonding agent with a stiff bristle brush or "hopper type" spray equipment.
- E. The top surfaces of the balcony surfaces shall be prepared in accordance with the waterproof deck coating system Manufacturer's recommendations.
- F. Contractor is responsible for ensuring compatibility of cementitious materials and waterproof deck coating products to be used.

3.04 REINFORCING STEEL

- A. Reinforcing steel which has lost more than 20% of its original diameter at any given point along its length shall be repaired as required by the Engineer and/or as follows:
 - 1. Supplement the existing deteriorated reinforcing steel with new steel of equivalent size. Shall be ASTM A615 Grade 60 deformed bars, free from oil, scale, and rust, placed in accordance with the American Concrete Institute Standard Specifications and details.
 - 2. Remove deteriorated reinforcing steel and replace it with new steel of equivalent size.
- B. All supplemental reinforcing steel shall be placed following the cleaning of the patch area and shall be securely tied to prevent displacement during the placement of the mortar/concrete.
- C. Reinforcing steel removed during the removal of concrete members shall be replaced on a one-for-one basis.
- D. Where new bars are spliced to existing bars, the lap splice shall be minimum of 30 bar diam.
- E. Where bars are required to be grouted, minimum eight (8) inch deep holes shall be drilled into the sound concrete to grout the bars. New bars shall be grouted with epoxy adhesive.
- F. Coupled Splices: Shall be achieved using a steel sleeve and wedge pin assembled in accordance with the manufacturer's recommendations to produce a positive connection up to 125% of specified yield. Acceptable product shall be the Quick-Wedge mechanical lap splice system manufactured by Erico, Inc.

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- G. Chemical Anchors: Shall be an ICC and FBC Approved System for Cracked Concrete such as Acrylic 7 manufactured by ITW Red Head or equivalent.
- H. Epoxy Injection: Shall be pumped using low pressure equipment to inject Prime Rez 1100 High Mod LV into port devices set into routed cracks cap sealed with Prime Gel 2000 High Mod as Manufactured by Prime Resins, Inc.
- I. Coat all exposed reinforcing bars with a brush or spray applied anti-corrosion protective coating.

3.05 INSTALLATION OF REPAIR MORTAR

- A. Patch concrete slab, wall or column, restoring to original shape, with a polymer-modified cement mortar. Utilize forms as necessary to provide true vertical and horizontal surfaces. Forms shall be used at the vertical edges of all slabs, walls, and columns unless directed otherwise by the Engineer.
- B. Polymer-modified repair mortars shall be mixed according to the manufacturer's instructions using a low-speed drill and mixing paddle in an acceptable sized container. For extended mixes, the coarse aggregate shall be added last, once a lump free homogenous mixture has been achieved.
- C. At the time of application, the substrate should be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. After filling, consolidate, then screed. Allow mortar to set to desired stiffness. Then finish with trowel for surface matching existing.
- D. Repair materials must have a (7) seven-day cure time before membrane coating. Verify that curing methods used for concrete are compatible with coating system.

3.06 INSTALLATION OF REPAIR CONCRETE

- A. Forms shall be used at the vertical edge of all slabs, walls and columns unless directed otherwise by the Engineer.
- B. Install horizontal forms flush with underside of existing slab. Install vertical forms flush with outboard edge of existing slab, wall, and column or as required to provide a minimum of 1-1/2 inches of concrete cover for existing reinforcing bars. Forms shall be adequately constructed and supported to prevent sagging, bulging etc.
- C. Forms shall be thoroughly cleaned to remove all debris and foreign matter prior to concrete pour.

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- D. Upon arrival at the jobsite, the ready-mix delivery ticket shall be checked for initial batch time. If accepted, the Contractor shall then introduce the corrosion-inhibiting admixture to the drum and allow dispersing. (Note: The introduction of DCI by W.R. Grace shall be by mixing plant)
- E. Pumping equipment and hoses shall be cleaned and inspected prior to dumping concrete into hopper.
- F. The repair concrete shall be poured or pumped into the forms and shall be rodded or vibrated as required to completely fill the repair area.
- G. The repair concrete shall be struck off flush with the top of the existing slab and shall be trowel finished to receive the decorative/protective finish.
- H. Remove the forms after the repair concrete has gained adequate strength.

3.07 CONCRETE TESTING

Test containers shall contain project identification name and number, date of pour, name of testing service, compressive breaking strength and type of break for (1) 3-day, (1) 7-day, and (2) 28-day and one extra test.

3.08 FINISHING AND CURING

- A. Moist cure polymer-modified repair overlays with wet burlap in accordance with the manufacturer's recommendations for particular material or moisture cure a minimum of (7) seven days for transit mix placement. If a dissipating curing compound is used, then the residue shall be ground off to remove any bond inhibiting film.
- B. Repairs of load bearing members (*i.e., cantilevered slabs*) which require temporary shoring must reach original design strength of 3/4 of the repair material 28-day strength prior to removing formwork and shores.
- C. Stucco will be applied to match existing texture at beams, walls, columns, ceilings, and slab edges after the repair work is completed.

3.09 RAILING REPAIRS

- A. Repair all deteriorated railings (*caps, balusters, and posts*) as marked by the Engineer and shown in the handrail drawings.
- B. Engineered drawings shall be submitted by the contractor for the railing components and approved by this office prior to fabrication of any components.



3.10 REMOVAL AND INSTALLATION OF SLIDING GLASS DOOR/STORM SHUTTERS ASSEMBLIES

- A. Prior to removal of sliding glass doors/shutters document the condition of each assembly to be removed. A copy of the condition report shall be forwarded to Owner prior to the removal, so as to avoid potential damage claims.
- B. Remove sliding glass doors/shutters, as directed by Engineer, to properly repair concrete slabs.
- C. Drill out old fasteners and repair all holes with epoxy gel. Remove each sliding glass door/shutter assembly to a designated safe location, where each assembly will be wrapped, tagged, and stored until reinstallation.
- D. In the event that glass doors are removed, install dust wall to full height to protect the unit from weather, concrete dust, sandblasting, debris, etc.

3.11 RESTORE STUCCO FINISH

- A. Thickness: Two coats for total thickness of 1/2 inch minimum.
- B. General Application of Cement Plaster/Stucco:
 - 1. Pre-wet wall prior to each coat of stucco.
 - 2. Apply bonding agent to concrete areas prior to first coat. Allow pre-wet areas to "damp dry" prior to application of bonding agent.
 - 3. Apply scratch (*or first*) coat with sufficient material and pressure to form good, full keys or good bond, as the case may be. Allow this coat to set firm before applying the next coat.
 - 4. Apply cement plaster/stucco coats continuously in one general direction, not allowing mortar to dry at edges.
- C. Technique:
 - 1. Follow directions for general application as noted above and apply the first scratch coat.
 - 2. Apply the finish coat after scratch coat has dried. Apply this coat so surfaces are straight, true, smooth, even, plumb, and flush with all grounds. Provide corners, angles, and intersections straight, sharp, and true.
- D. Finish: To match existing adjacent surfaces.
- E. Beginning curing of stucco not more than 8 hours after finish coat is applied, fog stucco until water runs down face of wall. Each morning and each afternoon, again fog the stucco for not less than (2) two days.
- F. Thoroughly clean and repair work of other trades of plaster, droppings, stains, etc.

3.12 INSTALLATION OF PEDESTRIAN DECK COATING SYSTEM

- A. A preconstruction meeting shall be held with the Owner, Engineer, Contractor and The manufacturer will be in attendance to discuss the deck preparation and coating installation.
- B. Sample area shall be provided for deck surface preparation and pedestrian deck coating application. Sample shall be of adequate size to objectively determine the level of quality, color and texture of the deck coating.
- C. All concrete surfaces to be waterproofed shall be prepared by a method approved by the Engineer and Manufacturer. The concrete surface shall be free of all laitance, loose mortar, oil curing compounds, previously applied coatings, and all other contaminants.
- D. The deck preparation method shall not damage the surface of the concrete slab.
- E. Following cleaning of the deck surface, all damaged areas of the concrete deck surface shall be "flash patched" in accordance with the Manufacturer's recommendations.
- F. Repair all cracks in the deck surface and install a one-inch can't bead of urethane sealant at the junction of all horizontal and vertical surfaces in accordance with the Manufacturer's recommendations.
- G. Apply the Sealoflex (See Specifications) waterproof deck coating system in accordance with the Manufacturer's recommendations.

3.13 CLEAN-UP

- A. The Contractor shall clean surface areas of excess epoxy and cementitious materials and shall remove the injection ports by grinding or other appropriate methods. No epoxy materials or injection ports shall extend beyond the plane of the surfaces of the existing concrete.
- B. Remove all excess coatings, sealants, etc. from all areas not intended for same.
- C. Remove excess materials and debris from jobsite. Leave work and storage areas in as clean a condition as when Contractor first arrived at jobsite.
- D. Contractor shall replace all sod and plants damaged during the progress of the work.
- E. Contractor shall replace or repair any portions of the buildings or grounds damaged by work.
- F. A punch list shall be conducted on each repaired stack by Engineer and/or Owner before the Contractor removes staging. The Contractor is responsible for the completion of all listed items.

Note: Engineer's punch list does not absolve Contractor from responsibilities to other unlisted damage claims.



PART 4 WARRANTY

4.01 WARRANTY

- A. Manufacturer and Contractor shall jointly and severally agree to warranty the repair work against failure due to materials or workmanship for the period of the warranty. Contractor shall provide a letter from the Manufacturer prior to commencement of the work indicating their willingness to provide such a warranty. Contractor shall provide sample of warranty prior to commencement of work.
- B. Separate warranties shall be provided for the concrete repair work and the waterproofing coating systems.
- C. Notwithstanding anything set forth in the Manufacturer's Warranties to the contrary, those items specifically covered by the Manufacturer's Warranties shall in no way be deemed to limit Contractor's warranty herein and are in addition to and not in lieu of the Contractor's warranty. This is not in lieu of but is in addition to any other warranties expressed or implied, which may be provided by law.
- D. The period of the warranty shall be five (5) years from the Date of Completion.

Respectfully submitted:
S&D Engineering and Construction, Inc.

Jatin Handa, P.E., PMP, MS
P.E. # 97571
August 7th, 2026

