

CONCRETE RESTORATION

Seminole Square Apartments III 11620 Park Boulevard Seminole, Florida 33772

SOCOTEC Project Number VS244681

February 2025

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SEMINOLE SQUARE APARTMENTS III Concrete Restoration Project

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1.1 INVITATION TO BID

SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC. ("OWNER") has retained Socotec Consulting, Inc. (SOCOTEC) to act as ""OWNER'S AUTHORIZED REPRESENTATIVE" (OAR) for certain work to be conducted at the project site. Part of these services includes preparation of these documents requesting bids for a project titled "Concrete Restoration Project" to be conducted at the subject site. The OAR may assist the OWNER in evaluating the bids and as the OWNERS agent, may oversee the work performed.

A mandatory pre-bid meeting will be held at Seminole Square Apartments III located at 11620 Park Boulevard, Seminole, Florida 33772 on February 27, 2025, at 10:00 A.M.

WORK DESCRIPTION

In general, the Base Bid work effort is to consist of repairing areas of distressed concrete and corroded steel, covering the area with new stucco, and painting to match existing paint color. <u>The</u> areas included in the Base Bid for concrete restoration are outlined in Attachment A.

Before submitting a Bid, each Bidder must become familiar with specific building and site conditions that may affect cost, progress, or performance of the work. This Bid Document identifies the following:

- 1.0 BIDDING REQUIREMENTS
- 2.0 CONTRACT REQUIREMENTS
- 3.0 PROJECT REQUIREMENTS
- 4.0 SCOPE OF WORK

The following must be understood by all bidders: The OWNER reserves the right to reject any bid. Selection of the successful bid will be on an evaluated basis. Along with price, other factors will be considered in the final decision. The CONTRACTOR'S experience and knowledge of the task to be performed will be considered, along with the proposed time to perform the work, warranties, etc.

The bidder shall hold the required city, county and/or state licenses and must show proper insurance coverage for All Risk, General Liability, Completed Operations, Materials Stored on Site, and Workmen's Compensation. The OWNER reserves the right to require a Performance Bond along with a Labor and Material Payment Bond in an amount equal to the contract price as security for the faithful performance and payment of all CONTRACTOR'S obligations incurred in the accomplishment of this work. The cost of such bonds shall be shown as a separate price and shall not be included in the base bid.

A retainage of **10%** on all draws will be withheld until satisfactory completion of all work. With each progress payment, the OWNER will require a properly executed Release of Lien from the CONTRACTOR, and any SUBCONTRACTORS or suppliers whose efforts are included in each payment request.

One electronic **BID FORM** is to be submitted to Alejandra.mercado@socotec.us by 4:00 pm on March 13, 2025. The email shall be titled: "Seminole Square Apartments III – Concrete **Restoration Project Bid**". All submitted bids shall be valid for a minimum of 60 days from the submittal date.



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1.2 INSTRUCTIONS TO BIDDERS

- **A.** The term "Bidder" means one who submits a Bid directly to the OWNER/OAR, as distinct from a sub-bidder, who submits a bid to a bidder. The term "Recommended Bidder" means the lowest evaluated, qualified, responsible, and responsive Bidder recommended by the OAR and accepted by the OWNER. The term "Successful Bidder" means the Bidder to whom the OWNER chooses to award the Bid. The term, "Bid Documents" is this document.
- **B.** Complete sets of the Bid Documents may be obtained from the OAR. Complete sets of Bid Documents must be used in preparing Bids; neither OWNER nor OAR assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. OWNER and OAR in making copies of Bid Documents available on the above terms do only for obtaining Bids on the Work and do not confer a license or grant for any other use.
- **C.** Each Bid submittal must contain evidence of Bidder's qualification to do business in the city/county where the Project is located.
- **D.** It is the responsibility of each Bidder before submitting a Bid, to
 - Understand the scope of work requested and examine the Contract Documents thoroughly,
 - Become familiar with specific site conditions that may affect cost, progress, performance or furnishing of the Work,
 - Consider federal, state, and local Laws and regulations that may affect cost, progress, performance or furnishing of work,
 - Study and carefully correlate Bidder's observations with the Contract Documents, and
 - Notify the OAR of all conflicts, errors, or discrepancies in the Contract Documents.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, process and other terms and conditions of the Contract Documents.

OWNER and/or OAR will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work will be identified by the OWNER at contract signing. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Bid Documents, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope of detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



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- **E.** All questions about the meaning or intent of the Contract Documents are to be directed to OAR in writing. Interpretations or clarifications considered necessary by OAR in response to such questions will be issued by Addenda to all parties recorded by OAR as having received the Bid Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bid Documents as deemed advisable by OWNER or OAR.
- **F.** The numbers of days within which, or the dates, by which, the Work is to be substantially completed, and completed and ready for final payment, shall be as set forth in the Bid Form.
- **G.** The Contract, if awarded, will be based on materials and equipment described in the Specifications and/or proposed in the CONTRACTOR'S Bid. Should the CONTRACTOR wish to alter the specifications or materials following award of the Contract they may do so only after written approval by both the OWNER and OAR.
- **H.** The OWNER requests the identity of any SUBCONTRACTORS, suppliers or other persons or organizations employed to complete the work to be submitted to OAR with the Bid. The OAR may request that such a list be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such SUBCONTRACTOR, supplier, person, or organization. If OWNER or OAR after due investigation has reasonable objection to any proposed SUBCONTRACTOR, supplier, other person, or organization, they may request the CONTRACTOR to submit an acceptable substitute. In which case the CONTRACTOR shall submit an acceptable substitute, and the Contract price will be increased (or decreased) by the difference in cost occasioned by such substitution. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, supplier, other person, or organization against which the CONTRACTOR has reasonable objection.
- I. The Bid Forms for submittal are included in this Bid Document. Additional copies may be made by reproducing the bid forms found herein. All blanks on the Bid Form must be completed in ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). The physical address, mailing address, email address, and telephone number for communications regarding the Bid must be shown.
- **J.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OAR and promptly thereafter demonstrates to the reasonable satisfaction of OAR that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.



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K. All bids will remain subject to acceptance for the period as stated in the Invitation to Bid. The OWNER may, in its sole discretion, release any Bid prior to that date.

L. The OWNER reserves the right to reject any and all Bids, to waive any and all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. In addition, the OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. Whether because the Bid is not responsive to the Bid Documents, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by OWNER.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

OWNER may consider the qualifications and experience of SUBCONTRACTORS, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of SUBCONTRACTORS, Suppliers, and other persons and organizations are requested by the OWNER. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Contract execution.

- **M.** The OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed SUBCONTRACTORS, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of Project. If the contract is to be awarded, OAR will give the Successful Bidder notice within four working days of notification from the OWNER. Telephone notification is an acceptable form.
- **N.** If the OWNER requires bonding, then, the Contract will not be enforceable until all required Performance and or Payment Bonds Exhibits are submitted, reviewed, and approved by the OWNER and OAR.
- **O.** To expedite the execution of agreements all parties may be required to meet at a scheduled time and location to execute and exchange documents.



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1.3 BID FORMS

Name of Bidder: Munyan Restoration, Waterproofing & Painting Service of Tampa Bay, Inc.

We have received and reviewed a complete set of the BID DOCUMENTS entitled **SEMINOLE SQUARE APARTMENTS III – Concrete Restoration Project**, including Addenda (if any), prepared by SOCOTEC, and in submitting this bid agree to hold this bid open for 60 days after the date of receipt of bid, enter into and execute a Contract with the OWNER if awarded on the basis of this bid; and accomplish the work in strict accordance with the Contract Documents, perform the work in a good skillful manner, and to complete the work in accordance with the contract time identified on the Bid Form.

BASE BID SCHEDULE OF VALUE DESCRIPTIONS:

1. MOBILIZATION AND SET-UP:

Included in this Schedule of Value is all labor, equipment, permits, and fees associated with mobilization of all the necessary personnel and equipment to perform the scope of services. Also includes all dumpsters, port-a-lets, ladders, scaffolding, stages, drops, high-lifts, cranes, and any other equipment necessary to complete the required tasks.

LUMP SUM\$2,000.00

2. REPAIR OF DISTRESSED REINFORCED CONCRETE:

Included in this Schedule of Value is the labor and material costs necessary to clean/remove the corroded reinforcing steel, add steel (one piece of bar per CF of Repair included), if necessary, coat the steel and concrete with an appropriate anti-

corrosion/bonding agent, recast the concrete, and attach any removed items. The scope of work for this item includes all areas of distressed concrete as seen on Attachment A.

ASSUME BASE BID OF 15 CUBIC FEET	\$6,500.00 based on 15cf Min
ADD PER CUBIC FOOT	\$385.00 Per Cubic Foot with 1CF Min

3. REPLACEMENT OF STUCCO AND PAINTING FROM VARIOUS AREAS OF CONCRETE REPAIRS:

Included in this Schedule of Value is the labor and materials necessary to replace the stucco removed in the areas where concrete repairs were performed. Stucco shall be replaced following the application of an appropriate bonding agent. The repaired stucco shall match the texture of the surrounding stucco. Included in this Schedule of Value is also all the labor and material costs for surface preparation, priming, and painting of the newly applied stucco required to obtain the paint manufacturer's 10-year Manufacturer warranty for product and labor. The painting shall consist of one coat of high-Build new masonry primer then one coat of SW Loxon primer and one finish coat SW Duration. CONTRACTOR'S

bid shall only include the painting of the new stucco replaced in the areas where concrete repairs were performed. The paint shall match the color of the existing paint.

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ASSUME BASE BID OF 50 SQUARE FEET	\$600.00
OVER 50SFADD PER SQUARE FOOT	\$2.00 per sf

4. DE-MOBILIZATION

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and site restoration.

LUMP SUM \$2,000.00

5. HURRICANE: DE-MOBILIZATION RE-MOBILIZATION (IF NECESSARY):

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and remobilization in the event of a hurricane landfall in the immediate proximity to the project location. Any demobilization must be authorized by OAR or the Board.

LUMP SUM \$2,000.00



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I certify that this bid is made without prior understanding, agreement, or connection with any corporations, firms, or persons submitting a bid for the same materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I further certify that this bid is made without prior understanding, agreement, or connection with any member of **SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC.**, and I agree to abide by all conditions of this bid package and certify that I am authorized to sign this bid for the proposer.

is a Partnership / Sole Proprietorship / Joint Venture / Corporation (circle one) organized under laws of the State of whose Principal Office is located at <u>7325 Ulmerton Road, Largo, FL 3377</u>	
and whose telephone number is <u>(727)442-5062</u> and whose officers and or managing partner are listed below:	_ ers
President: Ralph Munyan	_
Vice President: <u>Jason French</u>	_
Authorized Signature: Jason French, VP	_
Type/Print Name: <u>Jason French, VP</u> Date <u>02/20/2025</u>	
STATE OF FLORIDA, COUNTY OF PINELLAS	
Title: Vice President	

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MISCELLANEOUS

A. Project Start Date: Within 30 days of Permit release	
B. Project Substantial Completion Date: 90days	
C. Man-power to remain on project full time: 3-4 man crew	
D. Full time "On-The-Job" Superintendent: NAME Will be assigned at Pro- Meeting TELEPHONE NUMBER: Direct cell will be issued at Pro- up meeting.	
E. Principal in charge of project: NAME: <u>Jason French, VP</u> TELEPHONE NUMBER <u>813-650-1089</u>	
F. Are you able to provide a Performance and Payment Bond (Optional)?	YES <u>Bondab</u> le
Additional cost to OWNER: 2.5%	
G. Copy of Pinellas County License attached. SEE Munyan Addendum and	d Submittal Package
H. Proof of insurance attached.	



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Identify below all suppliers and SUBCONTRACTORS proposed for the completion of the Work. Provide name and identify proposed work effort. Add additional pages as necessary.

SUPPLIER OR SUBCONTRACTOR INCLUDING MAILING ADDRESS, EMAIL, PHONE NUMBER, AND FACSIMILE NUMBER	PROPOSED MATERIAL OR WORK EFFORT
Sika Repair Materials (supplier)	Masonry repair system
Sherwin Wiliams (supplier) paints, primers, sealants	Priming and painting
No sub contractors	

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CONTRACTOR'S QUALIFICATION STATEMENT

Provide a minimum of three (3) references where you have performed similar services to that you have proposed for this PROJECT (WITHIN THE PAST FIVE YEARS). Please list the following for each of the references: See attached Submittal reference package

Westshore yacht Club	Columns, balcony, stucco, waterproofing	Engineer Designed and Overseen
Sylvette	Stucco, structural column and misc repair, painting	
Sea Castle	3 rd floor walkway removal andreplacment (structural)	Engineer Designed and Overseen
Coqunia Key	Structural columns, tie beams, stucco waterproofing	Engineer Designed and Overseen

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MATERIALS LIST

MATERIAL LOCATION	SELECTED PRODUCTS	* SUBSTITUTE PRODUCT
Concrete Patch and Bonding Agent	Sikacrete 211 Sika Armatec 110 EpoCem	Note: comparable products may be submitted for Engineer approval if availability is limited. Sole source products will be used form start to finish.
New Stucco	Portland Cement Stucco	
New Stucco Surfaces	SW Loxon Primer SW Duration Satin	

SW = Sherwin Williams. * All substitute products must be equal or greater, are subject to approval, and must have latest technical data sheet with bid submittal.



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2.1 OWNER/CONTRACTOR AGREEMENT
This agreement entered into at Pinellas County, Florida, this
The OWNER desires to have exterior restoration completed across the main structure at SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC. located at 11620 Park Boulevard, Seminole, Florida 33772 in accordance with the Bid Documents prepared by SOCOTEC, of 6151 Lake Osprey Drive, Sarasota, Florida 34240. The CONTRACTOR has submitted a bid to OWNER for performing the work and has agreed to furnish all labor, materials, tools, and, equipment to perform the work (including without limitation, all permits, licenses, fees, transportation, and items necessary for the execution and completion of the work) as required by and in accordance with the BID Submittal along with the following documents, exhibits, and conditions of this contract.
If any Exhibits are not received at the time of CONTRACT execution, this CONTRACT shall not commence until said EXHIBITS have been received and approved and a NOTICE TO PROCEED has been issued by the OWNER and OAR. Subject to the terms of the General Conditions and the Special Conditions attached hereto, the OWNER agrees to pay the CONTRACTOR for the performance according to the approved Schedule of Values. ALL PROVISIONS OF CHAPTER 713, FLORIDA STATUTES, WILL BE COMPLIED WITH IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR
Signature:
Name/Title:
Date:
<u>OWNER</u>
Signature:
Name/Title:
Date:



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2.2 GENERAL CONDITIONS OF THE CONTRACT

A. The CONTRACTOR agrees to furnish acceptable Performance and Payment Bonds if requested by the OWNER. CONTRACTOR further agrees to carry sufficient worker's compensation, public liability, and such other insurance as identified in Special Conditions of Contract, to protect both CONTRACTORS and other workers, the OAR, the OWNER, other CONTRACTORS, material and men and the public at all times, and save the OWNER and OAR harmless, defend with counsel of OWNERS choosing, and fully indemnify the OWNER and OAR from any liability or suit arising from the act, omission or negligence of the CONTRACTOR, or anyone for whom CONTRACTOR is responsible, including all costs attached to same. The CONTRACTOR shall name The OWNER and the OAR as additional insured and the CONTRACTOR'S insurance shall be primary.

The CONTRACTOR shall also bear the risk of loss and carry sufficient insurance to fully protect himself or herself, the OWNER and the OAR against:

- (1) Loss or damage to all materials, equipment, and tools furnished by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado or other Acts of God; until the job is completed and accepted by the OWNER.
- (2) Loss or damage to all tools, equipment, storage sheds, and trailers owned, rented or borrowed by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado, or other Acts of God; until the job is completed and accepted by the OWNER.
- (3) Loss or damage to all materials stored or installed by CONTRACTOR at either the job site or elsewhere until the job is completed, accepted and final payment is made by the OWNER. Insurance certificates shall be delivered to the OWNER and/or OAR before the CONTRACTOR shall commence work. The said insurance certificates shall contain a provision that the OWNER will be given ten (10) days notice prior to cancellation of the policies. Evidence of payment of Worker's Compensation insurance must be furnished to the OWNER prior to final payment. All insurance policies, if so requested, shall be available for inspection by the OWNER and the OAR before commencement of CONTRACTOR'S work.
- **B.** CONTRACTOR agrees to follow all municipality and county Ordinances and State of Florida and Federal laws/regulations and to pay all Federal, State, City, and County taxes, Social Security, Unemployment Compensation Tax, and Sales Tax as required.
- **C.** CONTRACTOR is to obtain and pay for all required permits, and comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules, and regulations.
- **D.** CONTRACTOR agrees to commence work on the Date of Commencement and further agrees to be substantially completed by the completion date. OWNER may, from time to time; request CONTRACTOR to provide additional personnel at the job site and CONTRACTOR agrees to comply with such request within forty-eight (48) hours or as soon as possible. In the event that OWNER deems an employee of CONTRACTOR objectionable, CONTRACTOR shall dismiss such employee from the work. To the end that work may not be interrupted by labor disputes, CONTRACTOR and each of its SUBCONTRACTORS shall employ only such labor satisfactory to OWNER.



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- **E.** CONTRACTOR shall keep the job adequately supplied with materials at all times. OWNER may request CONTRACTOR to increase the supply of materials at the job. CONTRACTOR agrees to comply with such request within forty-eight (48) hours, or as soon as possible.
- **F.** No extra work or changes under this contract will be recognized or paid for unless agreed to in writing before the work is done or the changes made. The extra work or changes to be made, together with the price to be added/deducted shall be clearly stated. It is specifically agreed that no changes will be permitted from the plans and specifications upon which this Contract is based without the written consent of the OWNER, and it is further expressly agreed that no changes would be taken up with the OWNER except through the OAR. No overtime will be paid by the OWNER unless so specifically agreed in writing.
- **G.** CONTRACTOR shall submit, as applicable to this contract, job progress schedule, insurance certificates, samples, tests, shop drawings, etc., within ten (10) days after the execution of the agreement.
- **H.** The CONTRACTOR is to furnish all necessary equipment, tools, dumpsters, etc. connected with this work. The CONTRACTOR also agrees to abide by safety standards established by OSHA or other governing bodies, which have jurisdiction over the use and maintenance over said equipment.
- I. If CONTRACTOR is paid for materials and/or equipment prior to installation, such materials and/or equipment shall become the property of OWNER. Irrespective of whether the materials and/or equipment have been delivered to the job site the CONTRACTOR shall never the less continue to bear the risk of loss against fire, theft, mysterious disappearance, vandalism, hail, tornado, and other Acts of God. Such materials and/or equipment shall be held by CONTRACTOR for the benefit of the OWNER and shall not be moved except to the job site without express written authorization from OWNER.
- **J.** All payments made to CONTRACTOR by OWNER under this Agreement shall constitute a trust fund in the hands of CONTRACTOR for the benefit of all persons, firms, or corporations having performed work or labor, supplied services, or supplied materials for CONTRACTOR in connection with its obligation under this Agreement. No such payment or any part thereof shall be diverted to or used by CONTRACTOR for any other purpose until all such claims have been fully paid. In the event that CONTRACTOR shall fail to pay promptly any amounts due any of its SUBCONTRACTORS, material men, employees or others, or in the event of the existence of any claim against CONTRACTOR which has given or could give rise to a lien against the said premises or any part thereof or against money or monies or any part thereof due the OWNER, OWNER may pay the same and if the amount payable to CONTRACTOR shall be insufficient to satisfy the said claim or lien, the CONTRACTOR shall thereafter forfeit pay to the OWNER the amount so paid by the OWNER, to satisfy the said claim or lien.
- **K.** Should the CONTRACTOR at any time refuse or neglect to supply sufficient workers, or materials of proper quality or sufficient quantity, or become insolvent, (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against them any bankruptcy or receivership action, Federal or State, have any attachment or levy against or upon the person or property of the CONTRACTOR or upon funds due or to become due the CONTRACTOR from the OWNER, or refuses to follow plans and specifications, or fail in any respect to prosecute the covenants on its part to be performed, the OWNER shall have the right, after two (2) days written notice to the CONTRACTOR, or to anyone representing the CONTRACTOR in the

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performance of the work to terminate this Contract in whole or in part. The OAR shall be the judge of the acceptable work and settlement shall be made to this point based on the OAR'S decision.

In that event, the OWNER may use such materials of CONTRACTOR as remain on the job or the OWNER may direct the CONTRACTOR to remove said materials promptly, in which event, the OWNER shall provide necessary materials, labor, etc., to complete the Contract in whole or part and charge the cost thereof to the CONTRACTOR crediting or debiting his account as the case may be when the work under this Contract is fully completed and accepted. The CONTRACTOR expressly agrees to accept and to abide by the above clause in this connection and further agrees that such termination of Contract shall not be made the basis of any legal action to secure additional compensation or damages, but nothing herein shall affect the right of the OWNER to recover damages from the CONTRACTOR for delay or non-performance of this Contract.

The CONTRACTOR agrees to hold the OWNER and OAR harmless from any and all liens and all claims of persons furnishing materials or labor or appliances in connection with the Agreement. CONTRACTOR shall immediately, and without cost to OWNER, bond off any lien recorded against the property. The OWNER may require of the CONTRACTOR satisfactory evidences to the status of his account monthly. CONTRACTOR further agrees to pay the OWNER the amount of expenses and attorney's fees incurred by OWNER because of any default of SUBCONTRACTOR in the performances of work or in the payment for labor and/or material bills. CONTRACTOR shall supply a complete list of all suppliers, who are furnishing materials and persons performing or furnishing labor to CONTRACTOR, as the work progresses.

In the event the CONTRACTOR fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or suppliers and persons performing or furnishing labor to CONTRACTOR, OWNER shall have the option to withhold all monies otherwise due the CONTRACTOR until the information and documentation requested by the OWNER is furnished by the CONTRACTOR.

- **L.** The CONTRACTOR must remove, upon completion of his work or at such times as directed by the OWNER, all surplus materials and leave the work site clean insofar as the work herein contracted for is concerned. It is also agreed and understood that the CONTRACTOR is to do all cutting and patching that is necessary in connection with his work.
- **M.** It is further agreed that all requirements with regard to labor priority, maximum hours of labor, scales of wages of all unskilled and skilled workers and the method of payment of any other provision will be fulfilled whenever covered by the Contract documents.
- **N.** The CONTRACTOR must comply with all Equal Employment Opportunity rules, regulations, purposes, and policies. CONTRACTOR agrees to implement necessary policies and further agrees to warrant, indemnify, defend, and hold harmless OWNER from any and all claims and demands, damages, losses, costs, expenses, and penalties arising out of or in any manner connected with CONTRACTOR'S employment practices.
- **O.** The CONTRACTOR shall designate one of his employees as supervisor in charge, and any directions or notice given by the OWNER or the OAR to such supervisor shall be considered notice to CONTRACTOR.



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- **P.** The CONTRACTOR must comply with the Occupational Safety and Health Act and the Safety and Health Regulations for construction. Any penalties assessed resulting from an alleged violation for CONTRACTOR'S failure to comply with the said Act and Regulations shall be CONTRACTOR'S sole responsibility. Any assessment of penalties against OWNER and/or OAR resulting from CONTRACTOR'S failure to so, will be charged to CONTRACTOR'S account and the assessed amount withheld from payment. In the event of a penalty assessed OWNER and/or OAR due to failure to comply by more than one (1) CONTRACTOR, amounts of assessment for said penalty will be proportionate in accordance with the best judgment of the OWNER and/or OAR.
- **Q.** When labor only is furnished by the CONTRACTOR, CONTRACTOR agrees to use OWNER'S materials without waste, and agrees to pay for any material ruined or damaged because of negligence or carelessness. Unless otherwise stated, when material is "furnished by OWNER", it shall be delivered to the curb line of the building which shall constitute delivery. Quantities of material used daily shall be reported to the OWNER and the OAR and empty containers bundled and retained for verification by the OAR.
- **R.** This contract shall not be assigned or work hereunder sub-let without the written permission of the OWNER. OWNER shall not recognize any assignment by CONTRACTOR of any funds, due or to become due CONTRACTOR under this Agreement without the assent thereto by OWNER. Any such assignment without permission of OWNER shall give OWNER the option to immediately terminate this agreement with CONTRACTOR.
- **S.** If the OWNER has awarded or hereafter awards contracts to others, CONTRACTOR agrees to cooperate fully with OWNER, the OAR, their agents, employees, CONTRACTORS and all others engaged on the project and to carefully fit and coordinate CONTRACTOR'S work to that provided under other contracts. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by others. CONTRACTOR, by acceptance of the Agreement, acknowledges that it has made allowances for reasonably foreseeable delays caused by OAR, OWNER, other independent CONTRACTORS, and SUBCONTRACTORS on the job site.
- **T.** CONTRACTOR warrants and guarantees that all of his work, together with all materials furnished by the CONTRACTOR shall be free from defects for a period of five (5) years after OWNER'S final acceptance of project. Defects appearing during the period of guarantee shall be made good by the CONTRACTOR at his expense. This warranty shall be in addition to any other manufacturer warranties, which may be contained in the plans, and specifications, which are part of the Agreement. Any and all certificates of compliance required by the Contract documents will be furnished, by the CONTRACTOR. The CONTRACTOR also agrees to pay to the OWNER any fees required and does hereby indemnify the OWNER and the OAR against any liability, loss or expense (including attorneys' fees) incurred or suffered in consequence of implementing such guarantees and warranties.
- **U.** It is understood and agreed that notice of any damage which CONTRACTOR alleges the OWNER or other CONTRACTOR have caused them or are causing them must be filed in writing with the OWNER within ten (10) days after the extent of the damage has been ascertained. Otherwise, it will be considered void by both parties.
- **V.** If this Contract is cancelled or terminated, CONTRACTOR, upon receipt of notice of cancellation or termination, shall stop work immediately on the unfinished portion of the contract, shall cancel or terminate all unperformed or partially performed contracts and purchase orders, shall take such action as is reasonably necessary or as is directed by the OWNER or the OAR to protect and



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preserve property or work in progress in its possession in which the OWNER has or may acquire an interest, shall notify the OWNER in writing of any legal proceedings against the CONTRACTOR arising out of any subcontract, shall proceed as promptly as possible to make a settlement with its SUBCONTRACTORS, material suppliers, etc., and to the settlement of its own termination claim.

W. In case of any dispute between OWNER and CONTRACTOR arising out of this Agreement with regard to any of the articles of this Agreement, the parties agree to seek the opinion of the OAR. If a claim is made against OWNER, OAR, or CONTRACTOR any party to this contract may demand that any such disputes be resolved by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the arbitrator.

Each party will pay the arbitrator selected by that party and the expenses of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Pinellas, State of Florida, Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subjects to the terms of this contract.

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2.3 SPECIAL CONDITIONS OF CONTRACT

A. Provide insurance certificates to OWNER for Commercial General Liability, Automobile Liability, Umbrella Liability, Worker's Compensation, and Builder's Risk Insurance - Theft of Materials prior to commencement of construction. The insurance requirements identified below apply to any approved SUBCONTRACTOR as well. CONTRACTOR'S Liability Insurance: The limits of liability for the insurance required by Article 1 of the General Conditions to Contract shall provide coverage for not less than the following amounts or greater where required by law: COMMERCIAL GENERAL LIABILITY to include Premises & Operations, Products & Completed Operations, Contractual, Personal & Advertising Injury, Medical Payments, Fire Damage Legal Liability, Broad Form Property Damage, Underground Explosion & Collapse Hazard, OWNER'S and CONTRACTORS Protective.

COVERAGE TYPE	CONTRACTOR	SUB-CONTRACTOR(s)
GENERAL AGGREGATE LIMIT:	\$2,000,000	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT:	\$2,000,000	\$2,000,000
PERSONAL INJURY LIMIT:	\$1,000,000	\$1,000,000
EACH OCCURRENCE LIMIT: (BODILY INJURY AND PROPERTY DAMAGE)	\$1,000,000	1,000,000
FIRE DAMAGE LIMIT:	\$50,000	
MEDICAL EXPENSE LIMIT:	\$5,000	
AUTOMOBILE LIABILITY (AUTO AND BODILY INJURY)	\$1,000,000 COMBINED SINGLE LIMIT	
UMBRELLA LIABILITY	\$2,000,000	\$1,000,000
WORKER'S COMPENSATION (STATE OF FLORIDA: STATUTORY AMOUNTS)	\$500,000/\$500,000/\$500,000 INCLUDE A WAVIER OF SUBJUGATION	
BUILDER'S RISK (THEFT OF MATERIALS)		THE VALUE OF STORED ON-SITE.

It is the CONTRACTOR'S responsibility to see that all insurance is underwritten by a company with a A.M. Best's Guide to rating level of a "A" or Better and a financial size category of Class VII or Higher



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All insurance shall name the certificate holder and additional insured as Follows:

SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC.

11620 Park Boulevard Seminole, Florida 33772

- **B.** CONTRACTOR must hold the required city, county and/or state license and must provide copies of CONTRACTOR'S and all SUBCONTRACTOR'S licenses prior to commencement of work. The CONTRACTOR shall not employ any SUBCONTRACTOR without the written consent of the OWNER and OAR.
- **C.** Location of parking for CONTRACTOR'S employees, access to site, access to building, trailers, storage of material, dumpster, etc. shall be identified by OWNER in the pre-construction meeting. The CONTRACTOR shall confine his apparatus, materials storage, and operations of his workers to limits indicated by the OWNER. All materials used on the job shall be stored in a single place designated by the OWNER. Such storage shall be kept clean and CONTRACTOR shall be liable for damage to surrounding area.
- **D.** Working hours shall be restricted to <u>8:00</u> AM through <u>4:00</u> PM <u>Monday</u> through <u>Friday</u>. Cleanup shall be permitted <u>4:00</u> PM to <u>4:30</u> PM. No work will be performed on Sunday or Holidays. Any work to be completed on Saturdays will require prior approval from the OWNER.
- **E.** Date of Commencement shall be discussed at the signing of the contract.
- **F.** CONTRACTOR must submit, for approval, all requests for lost time/production for the previous week by 5:00 pm on Friday of each week. If this request is not made on time, the CONTRACTOR will forfeit his right to additional days for the lost time/production.
- **G.** CONTRACTOR shall provide the following for use by his personnel and his SUBCONTRACTOR'S personal dumpster and debris removal from project site; toilet facilities; storage containment facility; and all permits required by governmental agencies.
- **H.** All manufacturers' specifications for substitute products must be submitted prior to their use in on the job.
- **I.** Release of Liens, (must be completed on the prescribed form) for all labor, materials and subcontract work included in any APPLICATION AND CERTIFICATE FOR PAYMENT shall be furnished with the request to be paid.
- **J.** The payment schedule is based upon work completed and the Schedule of Values identified in the Bid Documents. A 10% retainage shall be withheld from all pay requests. Progress Payments: Based upon Request For Payment submitted by the CONTRACTOR to the OAR and approved Request For Payment issued by the OAR, the OWNER shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the Contract Documents for the period ending the $\underline{28^{th}}$ day of the month as follows:

Except as provided below, not later than 15 days following the date of OAR'S certification, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and 90% of the portion of the Contract Sum properly allocable to materials and equipment



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suitable stored at the site or at some other location agreed upon in writing, for the period covered by the Request For Payment, less the aggregate payments made by the OWNER.

Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 90% of the Contract Sum, less such amounts as the OAR shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Final Payment: Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final Request for Payment has been approved by the OAR. Full performance will include, but not be limited to, receipt of all warranty/guarantee materials, completed punch list, General Release and Final Waiver of Lien from the CONTRACTOR as well as SUBCONTRACTORS and material suppliers.

- **K.** Protection of work and property and restoration of any damage to existing facility, new work, and/or property by the CONTRACTOR and/or his SUBCONTRACTORS shall be the sole responsibility of the CONTRACTOR. All landscaping and underground utilities not directly being part of this contract shall be fully protected against damage during each stage of construction. Normal safety signs, necessary lighting, turbidity barriers, and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
- L. OWNER is responsible for notifying all affected parties of the Scope of Work to be performed in an attempt to avoid any injury or damages to private property. Should any damage occur to private property of an individual Unit Owner and/or visitors, a claim for repair/replacement of the damaged property must be presented in writing to the OAR within 7 days of discovery of the alleged damage. The OAR will review the claim of damage and forward a statement of responsibility to all affected parties within 7 days of receipt. Should it be deemed the CONTRACTOR'S responsibility, the CONTRACTOR will be given 10 days to commence repairs/replacement. Should the CONTRACTOR fail to commence repairs/replacement within the 10-day period, the affected party may then purchase products or engage the services of an outside CONTRACTOR with the expectation of reimbursement from the CONTRACTOR. Reimbursement will take the form of a negative Change Order to the Contract, thereby allowing the OWNER to reimburse the individual owner. The CONTRACTOR will not be responsible for reimbursement of any repair/replacement cost if the damage is deemed by OAR to be the OWNER'S responsibility:
 - 1. The CONTRACTOR has not been given the written notification from the OAR as stated above, or
 - 2. Damage is deemed by the OAR to be the OWNER'S responsibility.
- **M.** The OWNER will be responsible for the enforcement of restricted areas so designated by the CONTRACTOR. OWNER is responsible to provide CONTRACTOR with access to the work site.
- **N.** This CONTRACT AGREEMENT is the sole agreement between the OWNER and the CONTRACTOR. It shall supersede any previous agreements or contracts and they, if any, shall become null and void. OAR shall be the initial decision maker in the event of a dispute between OWNER and CONTRACTOR.
- **O.** This Contract can only be changed by a written Change Order to The Scope of Work of this Contract signed by the OWNER, OAR, and the CONTRACTOR. Changes to the Scope of Work,



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which will result in an increase or decrease of the Contract Amount shall not be undertaken by the CONTRACTOR prior to his review with the OAR and OWNER. If necessary, work may proceed following this review and verbal approval from the OAR and OWNER. However, a written Change Order must be created and distributed by the OAR and approved in writing by the CONTRACTOR, OAR, and OWNER.

Only upon written approval by the CONTRACTOR, OAR, and OWNER may a Change Order be applied to the Contract Amount. All changes in the product specified, contract construction dates or other items delineated in the Contract shall be modified by written Change Order, and only after review with and approval by the CONTRACTOR, OAR, and OWNER.

- **P.** Quantities stated in bid form are for evaluation and informational purposes and do not necessarily represent the quantities necessary to complete the job scope. All quantities shall be considered estimates of material and or labor necessary to achieve the performance required by the specifications and the product manufacturer's requirements.
- **Q.** Should the OAR or a subconsultant to the OAR, be required to perform additional inspections due to failure of work to comply with the claims made by the CONTRACTOR, or characteristics of the work as required by the Contract, or should the CONTRACTOR lack dutiful concern in the performance of his work, which requires the OAR'S intervention on behalf of the OWNER, then the OWNER will compensate the OAR for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.
- **R.** CONTRACTOR shall hold harmless the OWNER and OAR from any and all claims, suits, and damaged premises for the project known as SEMINOLE SQUARE APARTMENTS III Concrete Restoration Project.



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2.4 PARTIAL RELEASE AND WAIVER OF LIEN
STATE OF FLORIDA, COUNTY OF PINELLAS TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed byto furnish
for the premises known as SEMINOLE SQUARE APARTMENTS III of which SEMINOLE SQUAR APARTMENT NO III ASSOCIATION, INC. is the OWNER
This Partial Release and Waiver of Lien by the undersigned given pursuant to 713.20(3), Floric Statutes, for the sole purpose of releasing its lien rights for total prior payments received in the amount of \$ and for the current payment requested the amount of \$
and does not waive or release any lien rights in excess of the stated amount. This Partial Relea and Waiver of Lien are conditioned upon payment of the appropriate check or draft.
The consideration received in exchange for this Partial Release and Waiver of Lien is designated Payer to be applied to Application and Certificate for Payment #
COMPANY NAME
ADDRESS
TITLE:
SIGNATURE:
PRINTED NAME:
DATE:
STATE OF FLORIDA, COUNTY OF PINELLAS The foregoing instrument was acknowledged before me by means of [] physical presence or online notarization this daythis day of, by
Notary Public (Signature):
(Printed or typed name):



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2.5 FINAL RELEASE AND WAIVER OF LIEN
STATE OF FLORIDA, COUNTY OF PINELLAS WHEREAS the undersigned has been employed by
SEMINOLE SQUARE APARTMENTS III of which SEMINOLE SQUARE APARTMENT NO I ASSOCIATION, INC. is the OWNER
The undersigned for and in consideration of prior payments received in the amount of \$
NOTE: All waivers must be for the amount paid to date. If waiver is for a corporation, its corporate nam should be used, it's corporate seal affixed and the title of the officer signing should be set forth; if waive is for a partnership, the partnership name should be used, and a partner must sign and designate himse as such.
COMPANY NAMEADDRESS
TITLE:
SIGNATURE:
PRINTED NAME:DATE:
STATE OF FLORIDA, COUNTY OF PINELLAS: The foregoing instrument was acknowledged before
me by means of [] physical presence or [] online notarization this day this day of .
by
corporation. He/she is personally known to me or has producedas identification and who did/did not take an oath.
Notary Public (Signature):
(SEAL)
(Printed or typed name):



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3.1 PROJECT REQUIREMENTS

The CONTRACTOR must provide proof of insurance and a valid Florida CONTRACTOR'S License. The CONTRACTOR shall provide a Certificate of Insurance naming the OWNER and OAR as additional insured: is primary and non-contributory, and is required to maintain the policy in force for the duration of the job. The CONTRACTOR shall provide a waiver of subrogation in favor of the OWNER and OAR.

CONTRACTOR shall furnish all material and labor to finish all surfaces as specified. CONTRACTOR shall furnish all services, tools, and equipment required to complete specified work. CONTRACTOR may not sub-contract or assign part of the contract without written approval from the OWNER.

3.2 GENERAL CONDITIONS

CONTRACTOR shall comply with all local, state, and OSHA regulations. Contractor shall perform the scope of work in a good workmanship manner consistent with that typical of the local area. Finish work shall comply with the project documents for the proposed scope of work and all applicable industry standards. All workers either employed by the CONTRACTOR directly or as a SUB-CONTRACTOR shall wear clothing appropriate for their specific job tasks. Names and logos printed on the clothing shall be not derogatory to the public and preferred to be the employing CONTRACTOR. All workers shall present a clean and neat professional appearance.

3.3 EXTRAS AND CHANGES

It is understood by the OWNER that occasionally the CONTRACTOR'S work may reveal an unforeseen and previously undetected pre-existing condition. Upon discovery of any unforeseen problem(s), it is the CONTRACTOR'S responsibility to bring the problem to the attention of the OAR/OWNER and negotiate a change order or assume the responsibility of addressing the unforeseen condition. Payment for work over the amount of the original contract will not be made without written authorization from the OWNER. The CONTRACTOR will not be responsible for any work outside the original scope of work without receiving a written change order from the OWNER. Any additions to the original scope of work may require a renegotiation of the contract.

3.4 SITE REQUIREMENTS

The CONTRACTOR shall provide, erect, maintain, and remove when directed, all staging, hoisting, and lifting devices as required by local and state codes or laws, for the protection of workers and the public. All safety codes shall be adhered to as they relate to the installation, construction, inspection, and maintenance of these items. Lifting devices and hoisting devices: CONTRACTOR shall provide lifts, cranes, hoists, towers, and other equipment as necessary for the proper, safe, and efficient movement of materials and personnel for the duration of the contract. Equipment shall be provided in a safe good working order with qualified operators and safety devices as required by local or state codes. These devices are to be removed when they are no longer required to perform the work, or as directed by the OWNER or OAR.

Location of parking for CONTRACTOR'S employees, access to site, access to building, trailers, storage of material, dumpster, etc., shall be as designated by OWNER. Store products in accord with manufacturer's instructions with seals and labels intact and legible. Store products subject to



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damage by the elements in weather tight enclosures. Maintain temperature and humidity within the ranges required by manufacturer's instructions. The OWNER shall provide access to all areas of the building prior to the start of job as required to complete the work. The OWNER will be responsible for the cutting back of landscaping as required to provide proper access for performance of the work. Prior to requiring access to any interior portions of the building, the Contractor must provide 48-hours notice to the OWNER. The CONTRACTOR shall work with the OWNER and OAR to minimize disruptions to the units adjacent to the active work areas.

Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter. Arrange storage in a manner to provide easy access for inspection upon commencement of construction and throughout the construction. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration. Provide substantial protective coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

The CONTRACTOR shall make necessary arrangements to provide for drinking water. The CONTRACTOR may use common area water supplies as needed to complete specified work. CONTRACTOR will restrict the operations of workers to limits approved by the OWNER. The CONTRACTOR shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workers during construction. Locate toilets where directed. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Remove temporary toilets when directed.

The OWNER shall provide the CONTRACTOR with reasonable electrical power required to properly complete the project during the contract. Any modifications to the power sources shall be legal and at the CONTRACTOR'S expense and shall be returned to the preconstruction condition upon contract completion.

Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish on a daily basis. Daily during the progress of work, clean-up site, and access and dispose of waste materials, rubbish, and debris. Provide proper containers (dumpsters) and locate on-site for collection of job waste materials, rubbish, and debris.

3.5 SAFETY, PROTECTION, AND SECURITY

Prior to starting and during the progress of the work, the CONTRACTOR shall be responsible for the prevention of hazards to personnel and property, including that of the OWNER, any SUB-CONTRACTORS, the neighborhood and the public, and for the proper care, safety and protection of all materials, installed work, personnel, equipment and all other items under his jurisdiction. Precautions taken for safety and protection shall not relieve the CONTRACTOR from liability due to accidents or any other causes. Protection shall be provided by the CONTRACTOR and maintained for the duration of the Project and shall include:

<u>Weather Protection</u>: CONTRACTOR shall arrange at all times to provide protection against rain, wind, storms, heat, and other weather conditions, so as to maintain all work, materials,



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apparatus, and fixtures free from injury or damage. At the end of each day's work, all new work likely to be damaged shall be protected.

<u>Finished Work</u>: CONTRACTOR shall coordinate with SUBCONTRACTORS to provide protection for finished work.

<u>Dust Protection</u>: The CONTRACTOR shall control the work in such a manner as to prevent the nuisance of dust to the surrounding areas, and shall provide all water sprinkling materials and equipment as required for such prevention.

<u>Structural Alterations</u>: The CONTRACTOR shall not permit endangering any work by cutting, digging or otherwise and shall not cut or alter the work without the consent of the OAR.

<u>Protection of Adjacent Property:</u> The CONTRACTOR shall take all necessary precautions to protect all property on or adjacent to the job site, including existing buildings, structures, hydrants, pavements, walks, planting and natural features against all damage or injury including settlement or collapse.

<u>Security</u>: The CONTRACTOR shall at all times during the period of the Construction Contract, be responsible for maintaining the necessary security of site, building materials, equipment and building structure. The CONTRACTOR shall assume all liability for theft or damage to materials, equipment, and structures due to his failure to enforce the proper security, supervision, and control and shall make no claims against the OWNER or OAR for such losses.

Should any damage whatsoever result to such structures or property, the CONTRACTOR shall correct or repair same without undue delay and to complete satisfaction of the OWNER of the damaged structures. The CONTRACTOR is responsible for the safety of the existing and adjoining structures and for any method required to ensure that safety. CONTRACTOR shall prevent all damage to utilities or structures above or below ground.

All repair and restorations of damage of existing roads, pavements, walks, curbs, manholes, hydrants, light standards, street signs, catch basins, railings and plantings, and any other construction or surfaces required due to the work under this Contract shall be included in the work under the Contract even if not specifically called for in the various Sections' of the Specifications. All such repair and restoration work shall match existing work in all respects. All costs incurred in repair work, including any necessary permits, bonds and supervision by public authorities shall be borne by the CONTRACTOR.

3.6 PERMITS

The CONTRACTOR shall be responsible to provide and pay for all permits for this project required by any Governmental Agency having jurisdiction over this project.



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3.7 PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND

Performance bond and Labor/Material payment bond: If elected by the OWNER these Bonds shall be furnished by the CONTRACTOR in at least the amount of the original contract price before commencing construction of the improvement under the direct contract. The Bonds shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the CONTRACTOR shall promptly make payments for labor, services, and material to all lienors under the CONTRACTOR'S direct contract. Any form of bond given by the CONTRACTOR conditioned to pay for labor, services, and material used to improve real property must include the conditions on subsections 713.23 (1)-(4) of the Florida Statutes, and must be suitable to the OWNER. The premium for the Bonds shall be in addition to the Bid Price and shall become part of the Contract Price. The following requirements must be met:

- 1. Surety must be rated "A" or better by Best's Insurance Reports, OR
- 2. Surety must be listed on the U.S. Treasury Department's list of acceptable sureties on Federal Bonds, AND
- 3. Bonding limits shall not exceed 20% of its policy surplus (capital and surplus) as listed in Best's Insurance Reports.

The CONTRACTOR shall submit evidence of compliance with the above criteria to the OAR prior to contract execution. Following review of this evidence the NOTICE TO PROCEED can be issued in a timely fashion upon receipt of the Bonds. A certified copy of all payment bonds shall be recorded by the surety in the county wherein the work to real property is to take place within 45 days of the date of issuance of the bond. A copy of the recorded bond MUST be supplied to the OWNER for posting at the job site.

3.8 INSPECTION BY OAR

The OAR will make themselves available, with 48-hour notice, to inspect all aspects of this job as required or as requested by the OWNER or CONTRACTOR. Any work not conforming to this specification or not meeting with the approval of the OWNER shall be removed and corrected, as required by the OWNER, at the CONTRACTOR'S expense.

3.9 WARRANTY

All workmanship shall be warranted by the contractor for a minimum of 1 year from the date of completion and acceptance by the OAR. All exterior painting work shall be warranted by the paint manufacturer for materials for a period of ten (10) years from the date of completion and acceptance by the OAR.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend (with counsel of OWNER'S choosing), indemnify and hold harmless the OWNER, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused



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in whole or in part by any negligent act 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 OWNER, 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 in any way 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, resulting from their negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, and persons employed or utilized by CONTRACTOR relating to the performance of Work as described in this Contract. The CONTRACTOR shall promptly remedy 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. 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.

3.11 LIENS

CONTRACTOR will save and keep the building or buildings referred to in this Contract, and the lands upon which they are situated, free from all liens under Chapter 713, Florida Statutes, and all other liens by reason of its work, the work of any subcontractors, or any materials or other things used by it therein. If CONTRACTOR fails to remove such lien(s) by bonding it or otherwise, OWNER may retain sufficient funds out of any money due or thereafter to become due by OWNER to CONTRACTOR to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that OWNER may elect to obtain, and OWNER 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 OWNER. Invoices shall be accompanied with a detailed breakdown of the allocation of the amount required, together with copies of lien releases.

3.12 BEST EFFORTS

The CONTRACTOR accepts the relationship of trust and confidence established between it and the OWNER. CONTRACTOR covenants with OWNER to furnish its best skill and judgment and to cooperate with the OWNER'S representative in furthering the interest of the OWNER. CONTRACTOR agrees to furnish efficient business administration and superintendence and uses its best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way, in the most expeditious and economical manner consistent with the interest with the OWNER.



4.0 SCOPE OF WORK Seminole Square Apartments III

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4.1 DETAILS

A. MOBILIZATION AND SETUP

- a. The CONTRACTOR AND SUBCONTRACTORS shall stage materials, equipment, and men in only those areas preapproved in writing by the OWNER. Should additional space be required then the OWNER shall be consulted for the particular locations.
- b. Contractor shall meet with the building manager or designate to identify areas of difficult and odd staging drops.
- c. Contractor shall provide a sequencing drop update to the manager on at least a weekly basis.

B. REPAIR OF DISTRESSED REINFORCED CONCRETE AT SPECIFIED AREAS

- a. Refer to Attachment A for approximate locations of observed concrete distress to be repaired as part of this project.
- b. The CONTRACTOR shall "chase out" all corroding reinforcement, after removal of surface materials, back to sound steel and concrete by acceptable and appropriate mechanical methods such as chipping, grinding, etc.
- c. Once the source of the corrosion has been mitigated by mechanical cleaning/removal as necessary and additional reinforcement has been added as necessary, the exposed reinforcement shall be coated with an anti-corrosion/bonding material.
- d. After the anti-corrosion/bonding agent has been allowed to cure per the manufacturer's recommendations, wet the concrete and patch back the concrete as necessary to return the substrate back to its original profile.

C. REPLACEMENT OF STUCCO AT AREAS OF CONCRETE REPAIRS

- a. The CONTRACTOR shall replace stucco in areas where it was removed to perform concrete repairs.
- b. A stucco-bonding agent shall be used in all applications, which is compatible with the receiving substrate and applied material.
- c. The new stucco shall be finished and blended to match the surrounding stucco to provide a unified appearance to the exterior of the building.
- d. All replaced stucco shall match the thickness of the adjoining sides, but no less than 3/8-inch thick, two-coat plus a texture meeting all applicable Florida Building Code and Standards requirements for mixture and application.

D. PAINTING OF THE NEW STUCCO

- a. The CONTRACTOR shall clean the appropriate exterior surfaces by means of pressure washing and other mechanical methods in strict accordance to the paint manufacturer's specifications to create a clean sound surface capable of receiving the new paint.
- b. The CONTRACTOR shall paint in strict accordance with the attached Division 9 Exterior Painting Specifications prepared by SOCOTEC Consulting, Inc. and the manufacturer's recommendations.
 - 1. The preparation and painting are to include areas where new stucco was placed after concrete repairs were performed. The new paint shall match the color of the existing paint in the surrounding areas.

E. DE-MOBILIZATION AND CLEANUP



4.0 SCOPE OF WORK Seminole Square Apartments III

Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

a. The CONTRACTOR AND SUBCONTRACTORS upon completion of the project shall remove all equipment, trash, and debris from the property. The CONTRACTOR shall return all grounds back to pre-project condition.



ATTACHMENT A

LEGEND

- 1 Stucco Crack
- 2 Delaminated Stucco
- 3 Exposed Rebar

C – Observation is on the ceiling

SEMINOLE SQUARE APTS No. III
SOCCOTEC PROJECT NO. VS244681

1ST FLOOR **Unit 107** Unit 110 Unit 104 (2C) Distress on Elevator Electrical beam Room Room APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

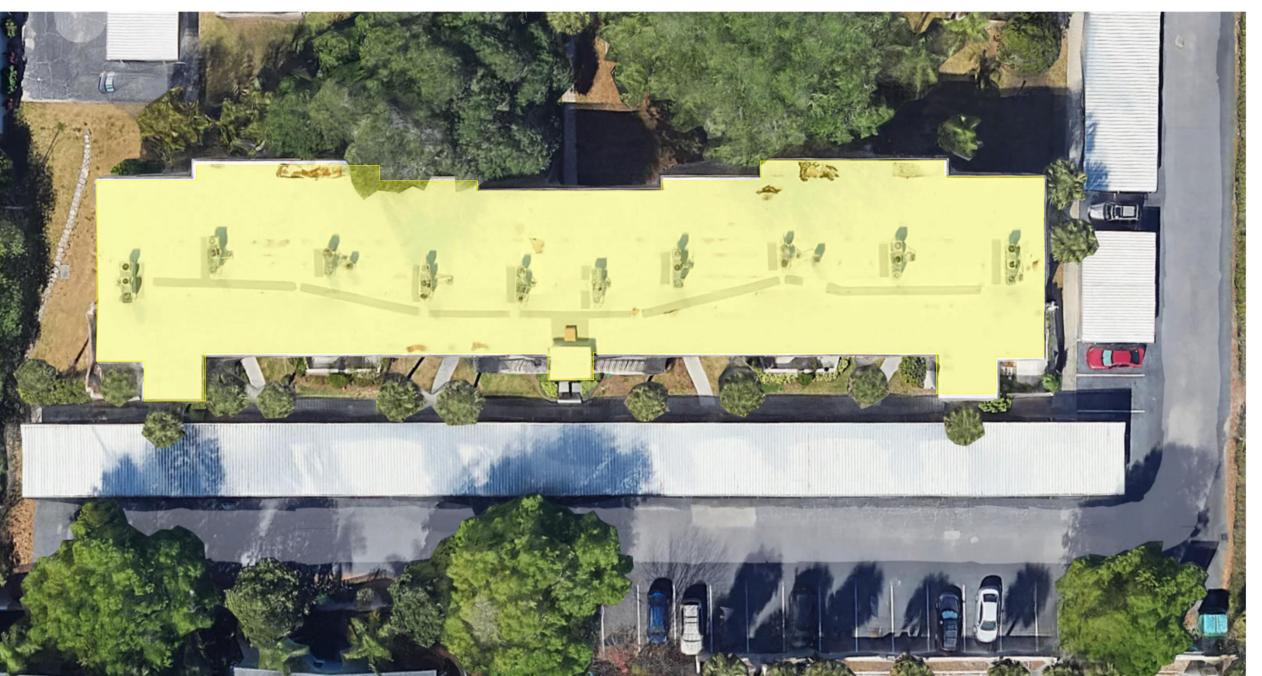
2ND FLOOR Unit 207 Unit 202 Distress on Distress on beam beam APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

3RD FLOOR **Unit 301** Unit 304 (2C) Distress on beam APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

ATTACHMENT B

GENERAL NOTES

- THESE DRAWINGS WERE PREPARED IN ACCORDANCE WITH ALL APPLICABLE BUILDINGS CODES INCLUDING THE 2023 FLORIDA BUILDING CODE (FBC).
- THESE PLANS ARE FOR REPAIR OF ANY CONCRETE CRACKS, SPALLS, DELAMINATION AND CORRODING STEEL ASSOCIATED WITH THE CONCRETE RESTORATION PROJECT THAT WILL BE PERFORMED AT THE SUBJECT ASSOCIATION.
- THESE PLANS SHOW THE REMEDIATION DETAILS FOR RESTORATION OF BEAMS OR ANY OTHER HORIZONTAL STRUCTURAL COMPONENT, COLUMNS OR ANY OTHER VERTICAL COMPONENT, AND DECK EDGES AT THE SUBJECT BUILDING. HOWEVER, THE SUBJECT DETAILS ARE ALSO APPLICABLE TO ANY STEEL REINFORCED CONCRETE THAT MAY REQUIRE RESTORATION DURING THE RESTORATION PROJECT.
- THE LOCATION OF THE REINFORCING STEEL SHOWN ON THESE PLANS IS APPROXIMATE TO INDICATE THE REINFORCING STEEL FOR REMEDIATION
- ALL CONCRETE RESTORATION ASSOCIATED WITH THE CONCRETE RESTORATION PROJECT SHALL BE PERFORMED IN ACCORDANCE TO THESE DRAWINGS.



SITE LOCATION MAP

FROM GOOGLE EARTH

& LOCATION

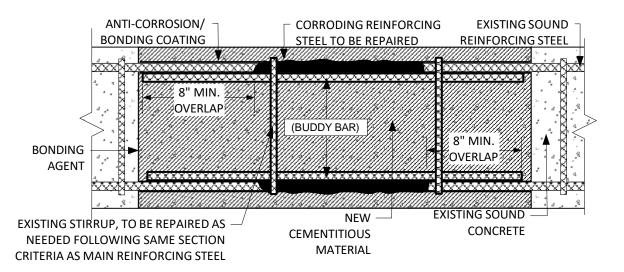
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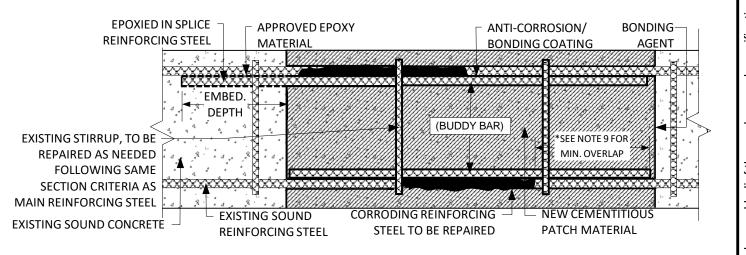
SOCOTEC PROJECT NO. VS244681

o the best of my knowledge and belief these plans and specifications conform to the requirements of the of 4

RESTORATION NOTES

- 1. DURING THE RESTORATION WORK, TEMPORARY PROTECTION MUST BE PLACED TO LIMIT ACCESS TO THE RESTORATION AREA AND RESTORATION PERSONNEL.
 THE SUBJECT TEMPORARY PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SAFEGUARD REQUIREMENTS DESCRIBED IN CHAPTER 33 OF THE FBC 8TH EDITION (2023).
- 2. PRIOR TO ANY CONCRETE RESTORATION, SCREEN ENCLOSURES, SLIDERS, WINDOWS, ETC. SHALL BE REMOVED IF IT LIMITS PERFORMANCE OF THE REQUIRED RESTORATION.
- 3. ONCE THE CONCRETE HAS BEEN EXPOSED, THE CONTRACTOR SHALL SOUND THE CONCRETE TO DETERMINE ALL AREAS OF CORRODING REINFORCING STEEL OR COMPROMISED CONCRETE.
- 4. CONCRETE SHALL BE REMOVED FROM ALL AREAS SUSPECTED TO BE LOOSE, DELAMINATED, CRACKED, OR CONCEALING CORRODING REINFORCING STEEL.
- 5. ONCE THE CONCRETE HAS BEEN REMOVED, THE CONTRACTOR SHALL COORDINATE AN INSPECTION BY A SOCOTEC REPRESENTATIVE TO DOCUMENT THAT ALL LOOSE, DELAMINATED. CRACKED CONCRETE HAS BEEN REMOVED AND COATED.
- 6. CORRODED REINFORCING STEEL SHALL BE EXPOSED BACK TO SOUND STEEL SHOWING NO EVIDENCE OF SIGNIFICANT CORROSION.
- 7. ALL EXPOSED REINFORCING STEEL SHALL BE MECHANICALLY CLEANED DOWN TO SOUND GREY STEEL.
- 8. ALL REINFORCING STEEL WITH A SECTION LOSS BETWEEN 10 TO 25% SHALL HAVE A SUPPLEMENTAL NEW REINFORCING STEEL (BUDDY BAR) OF EQUAL SIZE (BAR DIA.) ADDED TO BRIDGE ACROSS THE AFFECTED AREA. THE NEW BAR MUST EXTEND A MINIMUM OF 8-INCHES PAST BOTH ENDS OF THE AFFECTED REINFORCING STEEL.
- *9. ALL REINFORCING STEEL WITH A SECTION LOSS GREATER THAN 25% SHALL BE REPLACED WITH NEW REINFORCING STEEL OF EQUAL SIZE (BAR DIA.). THE BAR MUST EXTEND A MINIMUM OF 48 TIMES THE ORIGINAL BAR DIA. SIZE PAST BOTH ENDS OF THE AFFECTED REINFORCING STEEL.
- 10. WHEN ADJACENT CONCRETE IS SOUND, ALL AFFECTED REINFORCING STEEL IS EXPOSED, AND ADDITIONAL CONCRETE REMOVAL IS NOT REQUIRED, BUT THE MINIMUM SPLICE OVERLAP CANNOT BE ACHIEVED, THE NEW REINFORCING STEEL MUST BE EMBEDDED INTO THE SOUND CONCRETE TO OBTAIN A MINIMUM OF A 12-INCH OVERLAP EXTENDING PAST BOTH ENDS OF THE CORRODED SECTION. DRILL AND EPOXY NEW REINFORCING STEEL OF EQUAL SIZE (BAR DIA.) INTO THE SOUND CONCRETE ADJACENT TO THE ORIGINAL REINFORCING BAR. THE EPOXY SHALL BE SIKA AG ANCHORFIX 3001, EQUIVALENT, OR BETTER. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS (MATCH DRILLED HOLE DIAMETER AND DEPTH WITH REINFORCING STEEL BAR DIAMETER).
- 11. COAT ALL EXPOSED REINFORCING STEEL AND COAT EDGES OF CONCRETE TO BE PATCHED WITH A SUITABLE BONDING AGENT AND REINFORCEMENT PROTECTION SUCH AS SIKA ARMATEC 110 EPOCEM, EQUIVALENT, OR BETTER IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 12. ONCE THE REINFORCING STEEL HAS BEEN CLEANED, REPAIRED, THE ADDITIONAL REINFORCING STEEL HAS BEEN ADDED AS REQUIRED, AND THE BONDING AGENT APPLIED, THE CONTRACTOR MUST COORDINATE A SECOND INSPECTION BY SOCOTEC PERSONNEL.
- 13. ONCE SOCOTEC HAS PERFORMED THE SECOND INSPECTION AND RELEASED THE AREA OF RESTORATION FOR CONCRETE PLACEMENT, THE AREAS OF REMOVED CONCRETE SHALL BE PATCHED WITH A POLYMER MODIFIED, HIGH STRENGTH CONCRETE MATERIAL SPECIFICALLY MANUFACTURED FOR CONCRETE RESTORATION SUCH AS **SIKACRETE 211**, EQUIVALENT, OR BETTER IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 14. ONCE THE CONCRETE HAS BEEN REPAIRED AS NECESSARY, THE AREA OF RESTORATION SHALL BE CLEANED AND FILLED WITH APPROPRIATE AND APPROVED STUCCO MORTAR. THE STUCCO MORTAR APPLICATION SHOULD BE IN STRICT ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS. ONCE THE STUCCO MORTAR HAS HARDENED, FINISH REPAIR AREA TO BLEND INTO SURROUNDING AREAS WITH MATCHING TEXTURE
- 15. REINSTALL ANY SCREEN ENCLOSURES, SLIDERS, WINDOWS, ETC. IF ITEM 2 OF THE RESTORATION NOTES WAS PERFORMED.
- 16. ALL REPAIRED AREAS SHALL BE PAINTED TO MATCH THE EXTERIORS OF THE BUILDINGS.
- 17. ALL MATERIAL TO BE USED ON THE RESTORATION MUST BE SUBMITTED TO SOCOTEC FOR APPROVAL PRIOR TO USE ON THE PROJECT.
- 18. CONCRETE COVER MUST BE IN ACCORDANCE WITH ACI 318-14 AS PRACTICALLY APPLICABLE TO EXISTING CONDITIONS UNLESS STATED OTHERWISE.



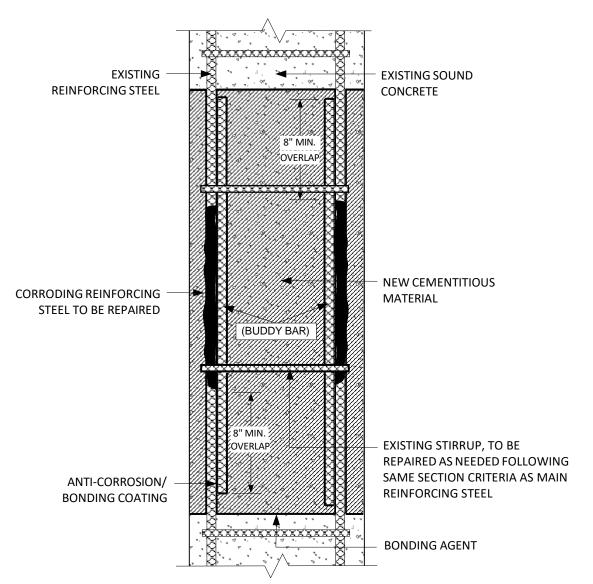


REINFORCING STEEL (REPRESENTATIVE)
WITH SECTION LOSS OF 10% TO 25%
BEAM REPAIR
NTS.

REINFORCING STEEL (REPRESENTATIVE)
WITH SECTION LOSS GREATER THAN 25%
BEAM REPAIR
NTS.

www.Socotec.us Phone: (941) 702 4520 6151 Lake Osprey Dr Suite 300 Code. Florida Building 1/31/25 SOCOTEC o the best of my knowledge and belief these plans and specifications conform to the requirements of the $\frac{\mathbb{Z}}{\mathbb{Z}}$ By: Drawn <u>N</u> ഗ **DETAIL APARTMENT NO III ASSOCIATION** 33772 BEAM/EDGE COUNTY, FLORIDA VS244681 **ESTORATION NOTES/** Š BOULEVARD **P**ROJECT **PINELLAS** SEMINOLE SQI 11620 PARK E SEMINOLE, PIR SOCOTEC α 4 ress written tof SOCOTEC. of 7 Sheet

Nicholas Massaro, P.E.



REINFORCING STEEL (REPRESENTATIVE) WITH SECTION LOSS OF 10% TO 25% COLUMN REPAIR

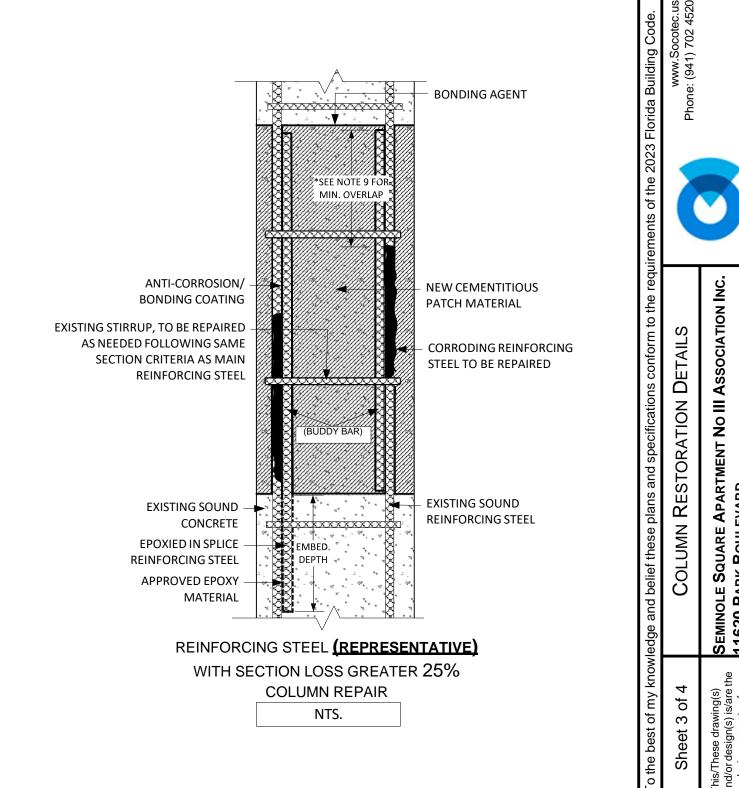
NTS.

Specified concrete cover for cast-in-place nonprestressed concrete members

Concrete exposure	Member	Reinforcement	Specified cover, in.
Cast against and permanently in contact with ground	All	All	3
Exposed to weather	A.II	No. 6 through No. 18 bars	2
or in contact with ground	All	No. 5 bar, W31 or D31 wire, and smaller	1 ½
	Slabs, joists, and	No. 14 and No. 18 bars	1 ½
Not exposed to weather or in contact	walls	No. 11 bar and smaller	3/4
with the ground	Beams, columns, pedestals, and tension ties	Primary reinforcement, stirrups, ties, spirals, and hoops	1 ½

Specified concrete cover for cast-in-place prestressed concrete members

Concrete exposure	·		Specified cover, in.				
Cast against and permanently in contact with ground	All	All	3				
Exposed to weather	Slabs, joists, and walls	All	1				
ground	All other	All	1 ½				
Not exposed to	Slabs, joists, and walls	ALL	3/4				
weather or in contact with the ground	Beams, columns, pedestals, and	Primary reinforcement,	1 ½				
	tension ties	Stirrups, ties, spirals, and hoops	1				



6151 Lake Osprey Dr. Suite 300 Sarasota, FL 34240

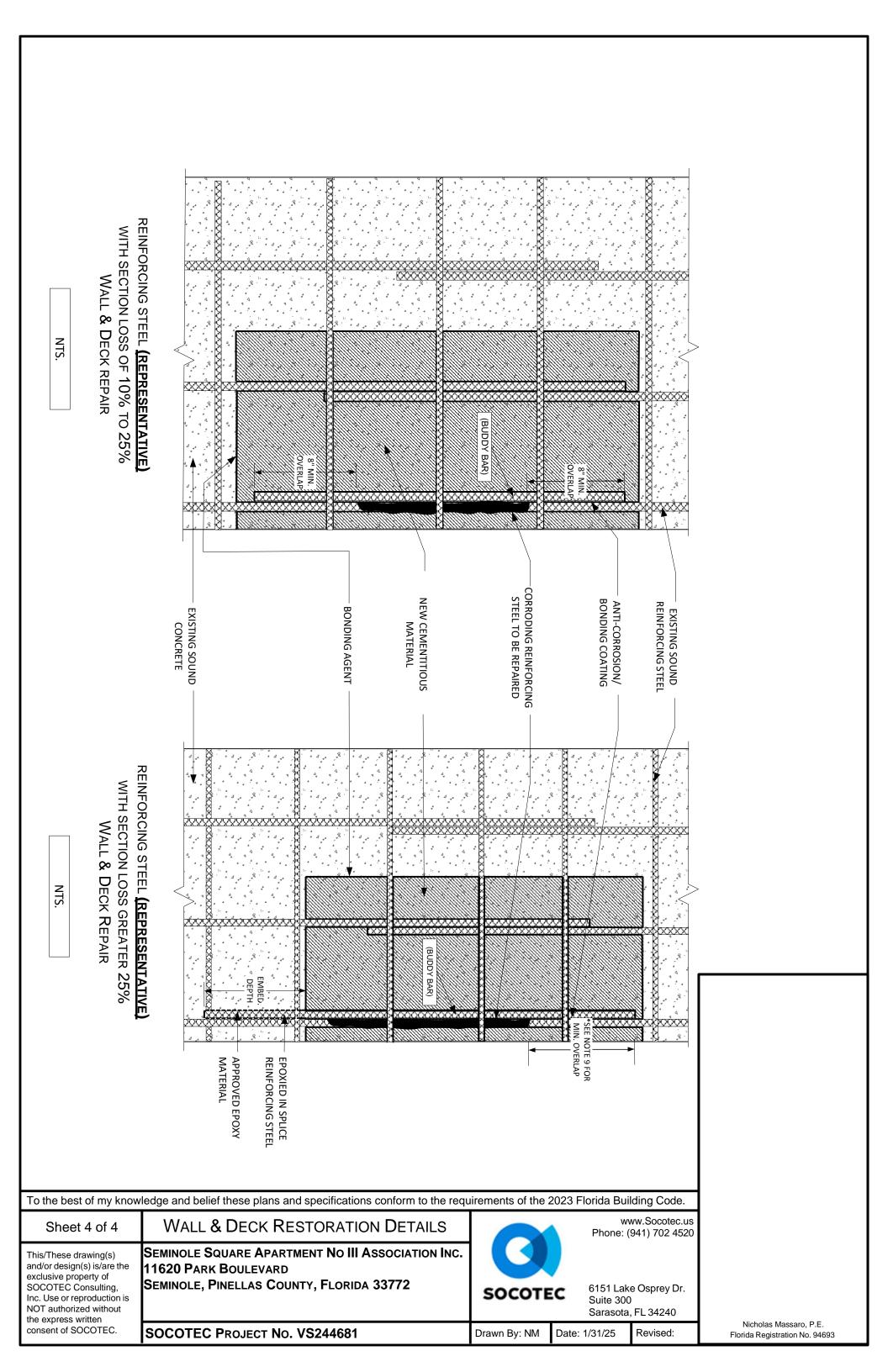
SEMINOLE, PINELLAS COUNTY, FLORIDA 33772

VS244681

PROJECT NO.

SOCOTEC

1/31/25



ATTACHMENT C

11620 Park Boulevard, Seminole, FL 33772

SOCOTEC Project VS244681

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DIVISION 9 EXTERIOR PAINTING SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work required for this section includes surface preparation and field painting of all exterior items and surfaces.
- B. Do not paint non-painted or pre-finished items, finished metal surfaces, operating parts, or labels.
 - 1. Non-Painted items include:
 - a. Currently unpainted surfaces,
 - b. Pipes in the garage,
 - c. Enclosed screened lanais, and
 - d. Wall mounted light fixtures.
 - 2. Pre-finished items include:
 - a. Finished mechanical and electrical items,
 - b. Baked enamel coated items, or
 - c. Fluorocarbon coated items.
 - 3. Finished metal surfaces include the following:
 - a. Stainless steel.
 - b. Chromium plate,
 - c. Bronze or brass, and
 - d. Aluminum.
 - 4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators,
 - b. Linkages,
 - c. Sensing devices, and
 - d. Motor and fan shafts.
 - 5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment names, identification, performance rating, or nomenclature plates.

1.2 DEFINITIONS

- A. Consumer Line Paint: Paint products that are usually sold through normal retail outlets such as company paint stores and independent dealers.
- B. Exterior Painting: Generally includes surfaces located in unconditioned spaces.



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1.3 SUBMITTALS

- A. Product Data: Submit the following information for each paint system indicated including primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
 - 3. Certification by manufacturer that products supplied complies with local regulations controlling use of volatile organic compounds (VOCs).
 - 4. Product performance characteristics for paint materials upon request.

B. Detailed Painting Schedule:

- 1. Furnish "Detailed Painting Schedule" indicating type of surface, type of paint material, and number of coats required, as set forth in "Painting Requirements".
- 2. Submit brand designation and grade of indicated type produced by approved manufacturer for each application listed or required.
- C. Samples: For each color and material to be applied on representative samples of the actual substrate to be 10 inches by 10 inches.
 - 1. Provide stepped samples, defining each separate coat, including primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Meet Federal, State, and Local EPA requirements for maximum VOC.
- B. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this project. A firm whose work has resulted in applications with a record of successful in-service performance.



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C. Source Limitations: Field applied primers for each coating system from the same manufacturer as the finish coats.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to project site in manufacturer's original, unopened packages and containers bearing manufacture's name and label.
- B. Store materials when not in use in tightly covered containers, in a well-ventilated area, and at a minimum ambient temperature recommended by manufacturer. Maintain storage containers in a clean condition free of foreign materials and residue.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperatures of surfaces to be painted and surrounding air are between minimum and maximum range recommended by manufacturer.
- B. Do not apply paint during rain, fog, or mist, or when relative humidity exceeds 85 percent; or at temperatures less than five (5) degrees F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature and humidity limits specified by manufacturer during application and drying periods.

1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - 1. Quantity: Furnish the Owner with an additional 5 gallons, as appropriate, of each material and color applied.
 - 2. Label each container with color, color number, texture, and locations, in addition to manufacturer's label.



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PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. The following manufacturers listed are "preferred" and "acceptable". The preferred manufacturer is the Owners' choice. However, alternative products may be considered if and only if the acceptable manufacturer can supply evidence that the product is comparable and complies with all requirements of the Contract Documents.

Preferred

Sherwin-Williams Co. (Sherwin-Williams)

Acceptable

Benjamin Moore & Co (Benjamin Moore)
ICI Paint Stores, Inc. (ICI Dulux Paint)
PPG Industries, Inc. (Porter Paints)

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality "Consumer Line" 100% breathable acrylic paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other listed acceptable manufacturers.
- C. Colors: Colors to be selected by owner. Samples for each color to be submitted as indicated in 1.3 SUBMITTALS, section C.

2.4 PRIMERS

A. Existing painted concrete and masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.

Sherwin Williams Loxon Conditioner Or Acceptable Manufactures' Equivalent

B. Raw concrete and masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.



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Sherwin Williams Loxon Primer Or Acceptable Manufactures' Equivalent

2.5 FINISH COATS

A. Low-Luster Acrylic Paint: Factory-formulated low-sheen (Satin) acrylic-latex paint for exterior application.

Sherwin Williams Duration® Exterior Satin Coating Or Acceptable Manufactures' Equivalent

PART 3 • EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application. Comply with procedures specified by the paint manufacturer.
 - 1. Proceed with paint application only after unsatisfactory conditions have been corrected in manner acceptable to installer and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, railings, and similar items already installed that are not to be painted (if required). If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. Replace deteriorated caulking around doors, windows, ornamental features, reveals, moldings, and any other exterior penetrations with an approved high-grade urethane sealant.
 - 2 Pressure wash (or dry clean in non-wettable areas) all work areas to remove dirt, loose mortar, scale, salts, alkalis, oil, grease and other detrimental substances. Rinse well after cleaning and allow to dry.
 - 3. Remove mildew as required by washing with a solution of bleach and water. Thoroughly rinse with clean water and allow to dry.
 - 4. Correct defects and clean surfaces affecting work of this section. Remove existing coatings that are flaking or otherwise in an unacceptable condition to receive paint.



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- 5. Remove delaminated stucco and/or concrete and repair as required. Clear surface and apply a bonding compound before patching.
- 6. Fill hairline cracks (less than 1/16 inch), small holes, and imperfections with patching compound, then smooth patches to match adjacent surfaces.
- 7. Cracks greater than hairline width will require opening and thorough cleaning followed by filling with urethane sealant.
- 8. Remove or mask door numbers, fire pull switches, electrical plates, hardware, light fixture trim, and similar fittings before beginning painting operations.
- 9. Seal with coating acceptable to paint manufacturer any marks or defects that might bleed through paint finish.
- B. Surface Preparation: Prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition. Clean substrates of substances that could impair the bond of the various coatings.
 - 1. Provide barrier coats recommended by paint manufacturer over incompatible primers or remove and reprime.
 - 2. Cementitious Materials: Prepare surfaces to remove loose material, stains, and unsuitable surface conditions. Roughen, as required, to remove glaze.
 - a. Use mechanical methods of surface preparation recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests.
 - c. Do not paint surfaces where alkalinity or moisture content exceeds that permitted in manufacturers printed directions.
 - 3. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated, to remove foreign substances. Use solvent or mechanical cleaning methods that comply with manufacturer's recommendations.
 - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush clean with solvents recommended by paint manufacturer and touch up with same primer as the shop coat.
 - 4. Aluminum: Clean aluminum surfaces that have not been shop coated, to remove foreign substances. Follow preparation process that complies with manufacturer's recommendations.
- C. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
 - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.



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- 2. Use only thinners approved by paint manufacturer and only within manufacturer's recommended limits.
- C. Tinting: Tint prime coats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3. Provide finish coats that are compatible with primers used.
 - 4. Finish exterior doors on tops and side edges the same as exterior faces.
 - 6. Sand lightly between each succeeding enamel coat on metals.
 - 7. Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation.
 - 7. The number of coats and film thickness required are the same regardless of application method.
 - 8. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
 - 9. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 - 10. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 11. Ensure that edges, corners, crevices welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 12. Allow sufficient time between successive coats to permit proper drying.
- B. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve total dry film thickness of the entire system as recommended by manufacturer.



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- C. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed to view including on roofs.
- D. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction, spots, or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- F. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Owner may engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 - 2. If test results show material being used does not comply with specified-requirements, Contractor shall remove non-complying paint from Project site, pay for testing, and repaint surfaces previously coated with the non-complying paint. If necessary, Contractor may be required to remove non-complying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

A. After completing painting, all window and door glass shall be cleaned. In addition, all paint-spattered surfaces will be cleaned. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces. Wash the glass on all exterior windows and doors.

3.6 PROTECTION

- A. Protect all areas against damage by painting. Correct damage by cleaning, repainting, repairing, or replacing. Coordinate corrections with Owner/OAR.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.



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3.7 EXTERIOR PAINT SCHEDULE

- A. Portland Cement Plaster: Provide the following finish systems over exterior Portland cement plaster:
 - 1. Satin Acrylic Finish: One finish coat over primer.
 - a. Primer: Tinted exterior concrete and masonry primer approved by paint manufacturer.
 - b. Finish Coat: Exterior acrylic paint.
- B. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.
 - 1. Acrylic Polyurethane Finish: One finish coat over a rust-inhibitive primer.
 - a. Primer: Exterior ferrous-metal primer.
 - b. Finish Coat: Water based alkyd urethane.
- C. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:
 - 1. Acrylic Polyurethane Finish: One finish coat over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer.
 - b. Finish Coat: Acrylic Polyurethane.
- D. Aluminum: Provide the following finish systems over aluminum metal surfaces:
 - 1. Acrylic Polyurethane Finish: One finish coat over an aluminum metal primer.
 - a. Primer: Exterior aluminum primer.
 - b. Finish Coat: Acrylic Polyurethane.





BID QUALIFICATION

- 1. All demobilization and remobilization costs required due to a named storm or severe inclement weather are excluded from this proposal. This will be billed at cost plus 15%
- 2. Project pause due to funding, additional Engineer design, change order approvals, access restrictions permitting or event delays, will incur charges for equipment and interest monthly or demobilization and remobilization charges. Crews will be placed on other projects until they are completed. Returning will require scheduling.
- 3. Water and electricity to be supplied by the owner for use during the project at no cost to the contractor.
- 4. Pricing is based on working weekdays, during normal business hours.
- 5. We will request you to work Saturdays, if allowed, to make up for rain or high wind days when we are unable to perform our work.
- 6. There are no rain or weather days included in the days listed on the bid form.
- 7. This bid is based on performing all the work as one continuous project, without interruptions to the schedule.
- 8. Permit costs will be at a direct cost to the owner in the form of a change order including permit fees and project manager hourly costs for processing.
- 9. Owner/Property Manager to notify residents and assist us with the removal of all items off balconies and spaces for all phases of work if.
- 10. Owner to provide staging area for the storage trailer, dumpster, and Port-O-Let.
- 11. Builders Risk Insurance is not included.
- 12. The owner provides onsite parking for all construction personnel on site.
- 13. The pricing and schedule are based on RFIs having a response of two (2) business days and submittals having a response of five (5) business days.
- 14. Environmental testing/monitoring is not included.
- 15. Engineering and/or architectural fees are not included.
- 16. Water collection is not included.
- 17. Munyan will not be responsible for embedded utilities unless clearly marked on drawings or details are provided prior to commencement.
- 18. There is no utility work (electrical, cable, water, alarm, internet, etc.) costs to remove, reinstall, move, install etc. in our bid. Any utility work needed is not included in our bid and will be completed at our cost plus 15%.
- 19. All colors & materials are assumed to be standard (not special order), unless specifically noted in the supplied specifications.
- 20. Please be advised, that should any additional time or resources be required on the part of Munyan to assist you, and any parties here related to this project, in pursuit of legal action specifically unrelated to Munyan's direct involvement with this project will be billed to your organization for all applicable charges pertaining to this pursuit.
- 21. At the completion of the project, an owner's representative must walk through the space with the Munyan superintendent and sign-off on work completed, at which time the area is deemed completed in full.
- 22. All engineering documents or submittals that may require professional stamps and seal are excluded.



- 23. Costs for third-party inspections are excluded, unless otherwise detailed.
- 24. Due to market fluctuation in material costs, material costs included in this proposal are subject to market escalation.
- 25. Pricing assumes engineers to inspect work in progress no more than three (3) times. If additional inspections are required, other than for non-compliant work, additional charges will apply.
- 26. Minimum Charges for unit price work items:
 - All concrete repairs will carry a 1 cubic foot minimum per repair occurrence. Concrete repair costs do not include the addition of anodes or supplement metal reinforcement.
 - Stucco repairs carry a 10 square foot minimum per repair occurrence and the prices do not include any prep work that needs roughening to the slab, ceiling, or wall at the repair location. Our stucco repair pricing is based on 5/8" thickness over masonry and 7/8 over frame. If the stucco thickness is over 5/8" /7/8" the required work needed to build out at that repair location will be billed at our time and material rates. If any prep work to the slab, ceiling or wall is needed, that prep work will be billed at the time and material rates listed in this proposal or via a unit rate that is agreed upon during the project.
 - Sloping repairs have a 10 square foot minimum per repair occurrence and are at an average maximum depth of 1/2" in thickness. Additional charges will apply if the existing thickness is greater than 1/2".
 - All epoxy overlay repairs will carry a 10 square foot minimum per repair occurrence and the prices does not include any prep work that needs roughening to the slab
 - All crack and sealant repairs have a 10 lineal foot minimum per repair occurrence.
 - Once any unit rate item (concrete repair, stucco repair, sloping, crack repair, sealant replacement, etc.) has exhausted their quantities in the contract or their estimated quantities in/for the contract, additional unit rate repairs will require a 200.00 per day equipment rental fee plus 20% to cover additional general conditions, supervision, Insurance and overhead over the cost of the specified unit cost specified.
 - The costs for any type of concrete repairs needed due to post pocket repairs, resetting of
 railings, railing wall mounts, or fasteners at the base plates are not included in our bid and
 will be billed at the concrete repair rates for this project. All qualifications regarding concrete
 repairs are also in effect.
 - Dump Fees will be billed for \$1200.00 for each roll-off dumpster and \$550.00 for each dump trailer or Pick-up truck load removed from the property. A allowance can be added to any project, however billing for actual use, saves from over anticipated cost when final repair sizes or non fixed cost work is fully determined.
 - Emergency shoring requires a specialty Engineer to determine the load and rigging cost. These fees for drawings, rigging and monthly rental will be concluded and charged based on the final outline requirements. These are not General conditions.
- 27. The time and material rate for this project is \$75.00 per man per hour and materials at cost plus
- 28. Inspection Services required by your Engineer that pause contracted work, use our lift equipment and staff to give Engineer access Will be logged and billed at \$75.00 per man hour, plus \$200.00 per day lift equipment rental. Covering the cost of labor and equipment as used, will save from over charging as we don't know the total repairs until found nor can we know how long Engineer will take to inspect or how many times the Engineer wants to inspect.



www.MunyanRestoration.com (877) 442-5062

- 29. Pricing does not include any interior work at the building unless otherwise noted in the scope of work.
- 30. No retainage will be held during this project unless negotiated with the association before contract signing. If a project does have retainage being held, once the project has surpassed 50% completion, or a line scope is 100% complete, the retainage held is to be released as billed on pay app.
- 31. This bid and bid qualification letter must become part of the contract.
- 32. All vegetation must be removed or cut back by the association a minimum of 1 week before we are scheduled to move to any work area.
- 33. Owners and the association are responsible for the removal and either replacement or reinstallation of the shutters on the building, if applicable. These costs are not included in our bid.
- 34. Due to the nature of construction on existing buildings, there will be landscaping issues caused by the work being performed. It is the association's / owner's responsibility to remove or cut back any landscaping that the work will affect. We will take care to protect landscaping as best as possible, however more than likely the landscaping will be affected to include possible loss or damage of landscaping. Replacement of any bushes, trees, grass, flowers, etc. is the responsibility of the association / owner.
- 35. Owners and the association is responsible for the removal and reinstallation of all furniture, plants, televisions, decorations, etc. at the balcony decks and/or any common areas that will affected by the work being performed. Munyan will not be moving any personal items off of or onto the decks and/or any common areas that will be affected by the work being performed. Moving such items needs to be completed before work can commence in the areas affected.
- 36. Sealant replacement scheduled to take place at windows and sliders that have shutters may not be able to be completed due to the shutter blocking the top and the top of the side sealant beads. Munyan will not honor any warranties unless the shutter is removed so that the sealants can be installed properly.
- 37. All window and sliding glass door screens must be removed by the owner/client before we commence work on a drop, stack, floor, etc. Munyan will not be responsible for any damaged or destroyed screens or enclosures because of pressure cleaning, painting or any other work function.
- 38. Association must provide adequate water and power to the work area. Any costs incurred to provide adequate water and power will be billed to the association at cost plus 15%. This includes providing power at the different work areas and moving any power supplies from one exposure to the next if needed.
- 39. No warranties, either written or implied, are being given by the material manufacturer or by Munyan for the painting of any previously rusted, oxidized or previously painted metal surfaces.
- 40. This bid does not include a performance and payment bond. The cost of the bond is 2.5% of the total contract value. For bid purposes, we have utilized the base bid total, without any options, to derive the bond cost. Please note that the bonding company will request a letter from the Association stating that they are fully funded for the project for the Association to qualify for the bond. If the association cannot produce this letter, then the bonding company may elect not to issue the bond. It is the association's responsibility to ensure we can get this letter from them.
- 41. Any owner or client driven changes to a standard AIA contract must be made available to Munyan before the contract phase of the project. The owner/client agrees that any legal fees



incurred by Munyan for review of any owner/client changes in the standard contract will be paid by the owners/client.

- 42. The association must agree to allow Munyan to advertise via a 1/2 sheet plywood sandwich board at the entrance to the association and via banners on their swing stages. Association also must agree to allow Munyan to utilize pictures of the project in their advertisements and on their social media outlets.
- 43. Due to the current Covid-19 outbreak and supply chain disruption, we can not guarantee start and finish dates if the Federal, State or Local governments or the association decide to stop our work due to any reasons. Additionally, if a localized outbreak occurs that results in our workforce being adversely affected, this will lengthen the project timeline. Currently we are taking every precaution on all of our job sites to ensure that we are in compliance with all guidelines.
- 44. Due to the pandemic, supply chain disruption and cost increases for raw materials pricing of the materials that we utilize the most have been affected. Because of this, we have experienced several price increases. If a substantial cost increase in materials happens, we reserve the right to bring those additional costs to the client so that our unit rates, fixed priced rates and any other rates can be adjusted for this potential cost increased. These increases will be billed with no mark-up in the form of a change order.
- 45. This proposal is only valid for 30 days from the date of the proposal and is subject to price change due to escalating material costs.
- 46. The association is to provide the State of Florida with required asbestos testing results on all items being worked on. If the association does not have those test results, then we can provide the testing from a competent vendor at cost plus 15%.

Again, we appreciate the opportunity to bid on this work. If you have any questions or concerns, please do not hesitate to contact us directly.

Thank you for the opportunity to help you protect and repair your property.



MUNYAN RESTORATION, WATERPROOFING & PAINTING SERVICES OF TAMPA BAY, INC.

FL License CCC1330937 - CGC1524627

Hello, on behalf of Munyan Services, I wanted to formerly Thank you for allowing us the opportunity to submit our qualification package to you.

We specialize in multi- story building repairs, roofing and waterproofing. As a contractor, we are used to working on large tenant / owner occupied projects

All our projects have an onsite Project manager to address any safety concerns and access needs during your project.

Our teams are OSHA trained and equipment certified.

We have attached copies of our insurance's certificates and a few local case histories of projects.

We look forward to offering our professional services to assist in the repair of your building.

If you need any additional information from us, please let me know.

Respectfully,

Jason French | Vice President

jason@munyancontractor.com 813-650-1089

Peak Performance Bonds, L.L.C.

January 5, 2024

Re: Mr. Ralph Munyan & the Munyan Family of Companies

To Whom it May Concern,

It has been my privilege and that of Peak Performance Bonds, LLC to provide surety bonds on behalf of Ralph Munyan & the Munyan Family of Companies for over Twenty (20) years. During this time Ralph Munyan and his Companies have performed and we have issued performance and payment bonds for contracts valued in the low to mid seven figure range. In my opinion the Munyan Family of Companies remain properly financed, well equipped, and capably managed.

What is even more important is that Merchants Bonding Company (Mutual) also thinks highly of the Munyan Family of Companies. They currently provide a \$7 Million single project / \$15 Million aggregate surety program to the Munyan Family of Companies. As always, Merchants Bonding Company (Mutual) reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to the reader if, for any reason, we do not execute such bonds.

Merchants Bonding Company (Mutual) is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A-, VIII by A.M. Best Company.

Very truly yours,

Glenn Arvanitis

CEO & Founder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2024

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

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

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AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2023

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.

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AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page ____ of __

AGENCY	NAMED INSURED
Single Source Insurance	Munyan Restoration, Waterproofing & Painting Service of
POLICY NUMBER	
CARRIER NA	AIC CODE
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FO	ORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Ins	nsurance: Remarks
included. Certificate holder is listed in favor of waiver of subrogation by writter	en contract with regards to General Liability and Auto Liability.
	3
	1 ×



Your Munyan Team

Daniel Munyan Vice President Munyan Group Jason French
Vice President
Munyan Reconstruction

Frank Scelzi Sr. Estimator Munyan Reconstruction Billy Jones Sr. Estimator Munyan Painting Kris Clark Key Accounts Manager Munyan Group











Since 1951, Munyan has been honored to our communities throughout Florida. Through our philosophy of honesty, quality respect and customer service - we have built lasting relationships with the customers, communities and boards we serve



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MUNYAN, DANIEL RYAN

MUNYAN RESTORATION WATERPROOFING & PAINTING SVC OF 207 CRESTWOOD LANE LARGO FL 33770

LICENSE NUMBER: CGC1524627

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Your own website to track the progress of your project

We will create a special website just for your project with a secure log-in. You can see exactly what is being done, get updates and keep in communication with the project managers. You can share the website with property owners, unit owners and tenants if you wish so that everyone stays informed.

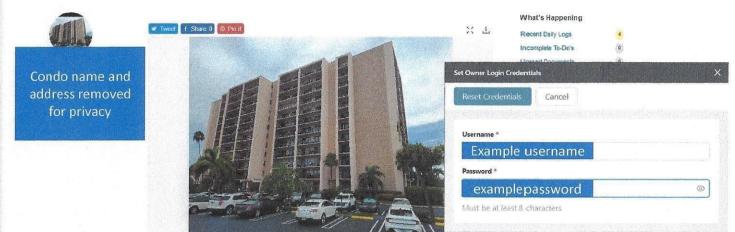
A detailed outline of how we'll execute your project

We'll supply you with a project plan and a step by step outline of how we'll proceed. You'll get regular updates from your Dedicated Project Manager. You will be able to contact your own client care representative if you have questions or concerns, so that nothing is missed.



Client Care Center

Contact Us



Recent Photos





Jamie Gould Nov 10, 2022, 8:00 PM

Winds above normal hurricane situation took

care of the situation the best I could there for 2

hours everything secured the best I can secure

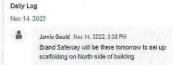




View all photos

Recent Comments

Open Conversation



Daily Log

Nov 10, 2022

Daily Log Nov 9, 2022

Nov 9, 2022, 1.57 PM

Swing stages banging against the building. Are they tight enough?

Open Conversation

Open Conversation



Mon, Jun 13 2022 Tarpon Springs, FL 34689

Current Conditions: Partly Cloudy



Feels like: 100°F • Winds: 10 mph Humidity: 56%

Your Extended Forecast

Tue, Jun 14
3 31%
93° 75″
Thu, Jun 16
*
94°74°
Sat, Jun 18
8
94°78°

Client Care Center - Welcome

FILTER YOUR RESULTS

Jun 13, 2022

Welcome to your Association portal, Here you will find everything relevant to your project with Munyan.

I would like to orient you to the drop-down Tabs at the top of your screen. You will only use the "Project Management", "Files", and "Messaging" Tabs.

Project Management Tab:

- Schedule (You will find pertinent information of which buildings we will be on mapped out through a calendar of days"
- -Daily Logs (Updates from your project manager on the progress of your project. Here you will also find pertinent pictures and video updates)

Files Tab:

- Documents (Here you will find a Geographic Map showing how we will move through your community in progression with your project and Inspection Results from Your painting manufacturer)
- -Photos (Photos of your project Before, During, and After)
- -Videos (Periodically we come across issues that you may want to view to better understand the situation, here you would find these videos)

Messaging Tab: -Messages (Here you can Message directly to your Project Manager with any questions or concerns with your project.)



91°

81°





Client Care Center – Work Logs

Aug 10, 2023

Today has been a rather productive day for both swingstages. We have done all the sealant work on the 14 stack located on the south side of the tower and are in the process of putting the protective film over the windows and frames as well. Painting on this drop should go rather smoothly over the next 2 days.

The H stack or 04 balcony drop is also in full work mode with the crew cutting out and replacing all the old sealants as well.















Aug 9, 2023

Tuesday August 8th both the Drop G and drop 15 were completed and inspected with good remarks from Andrew the engineer.

Wednesday August 9th both stages have been moved and work has begun. Drop 14 is currently pressure washing and will begin replacing sealants today as well. Drop H currently has the electrician on the swingstage replacing the exterior lighting fixtures that are located on that drop. After which the process of doing the balconies will begin. If you have any questions please feel free to ask. Thank you all again for your patience in this process













Updates and Inspections from your Project Manager of Work Progress, Plans, and **Actions Taken** Onsite.



Client Care Center - Pictures

During Job Photos



20221024_104456.jpg :



20221024_104326.jpg :



20221024_104342.jpg :



1666622863997.jpg



1666622846637.jpg



20220817_125501.jpg :



During Job Photos



Finished Inspection Photos



Munyan



Owners Comer



Pre-Job Inspection



20220817_125054.jpg :



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Client Care Center - Schedule

Example Schedule

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Title	% complete	Days	Start	End
Mobilization!	100	7	4/24/2023	5/1/2023
Drop 1, Stack 06	100	35	5/1/2023	6/9/2023
Drop A, Stack 05 & Penthouse 03	50	130	5/1/2023	9/28/2023
Drop B, Penthouse 03	100	5	5/1/2023	5/5/2023
Drop C, Stack 05	100	29	5/8/2023	6/9/2023
Drop 2, Stack 06	100	2	6/12/2023	6/13/2023
Drop D, Stack 05 & 04	100	10	6/12/2023	6/22/2023
Drop 3, Stack 06	100	5	6/15/2023	6/20/2023
Drop 4, Stack 06	100	5	6/22/2023	6/27/2023
Drop E, Stack 04	100	12	6/24/2023	7/7/2023
Drop 5, Stack 01 & 06	100	5	6/29/2023	7/4/2023
Drop 6, Stack 01	100	5	7/6/2023	7/11/2023
Pool and Townhouse work	100	11	7/8/2023	7/20/2023
Drop 7, Stack 01	100	17	7/13/2023	8/1/2023
Drop F, Stack 04	100	8	7/22/2023	7/31/2023
Drop G, Penthouse 03	100	5	8/2/2023	8/7/2023
Drop 15, Stack 01	100	4	8/3/2023	8/7/2023
Drop 14, Stack 01	79	5	8/9/2023	8/14/2023
Drop H, Stack 04 & Penthouse 03	0	16	8/9/2023	8/26/2023
Drop 8, Penthouse 03	0	5	8/16/2023	8/21/2023
Drop 9, Penthouse 03	0	5	8/23/2023	8/28/2023
Drop I, Stack 04 & 03 & Penthouse 2	0	12	8/29/2023	9/11/2023
Drop 10, Penthouse 01 & 03	0	5	8/30/2023	9/4/2023
Drop 11, Penthouse 01	0	5	9/6/2023	9/11/2023
Drop 12, Penthouse 01	0	5	9/13/2023	9/18/2023
Drop J, Stack 03 & Penthouse 01	0	20	9/13/2023	10/5/2023
Drop 16, Penthouse 01	0	5	9/20/2023	9/25/2023

Example Schedule

2 Restoration Crews will mobilize ahead of Paint Crew

2 Paint Crews will follow Restoration Crews

Full Calendar of Scheduled Activities

Expected Start Date

At Engineers Notice to Proceed

Expected Duration Repairs

TBD based upon Engineer findings

Paint

120 days – Substantial Completion 150 days – Final Completion Record of Date each activity occurred



1175 Gould Street, Clearwater, FL 33756 • 727-442-5062

Schedule - Calendar - Month -

			June							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday				
26 Non-workday	27	28	29	30	31	1 Non-workday				
2 Non-workday	3	4	5	6	7	8 Non-workday				
				Inspections by Project Manager						
	Mobilization!									
	Pressure washing of East	Paint Preperation on walkw	/ays							
	Outside wall	Preparation of East Outside	e Wall	Painting of East Outside Wall						
	Pressure washing on walkways		6		Painting of Walkway walls a	nd trim				
	Project Manager Inspections									
9 Non-workday	10	11	12	13	14	15 Non-workday				
	Inspections by Project Manager		Inspections by Project Manager		Inspections by Project Manager					
zation!										
Character and the second secon			Painting of South Outside W		Painting of Walkway Railings					

inting of Walkway walls an	d trim			Prep work on railings	Pressure Washing of West	
	Pressure Washing of South Outside Wall	Preperation of South Outside Wall			Outside Wall	
16 Non-workday	17	18	19	20	21	22 Non-workday
		Inspections by Project Manager		Final Inspections by Project	t Manager	
bilization!						
inting of Walkway Railings			Painting of West Outside Wal	ı	Punch out work - Both	
	Preperation of West Outside W	/all	Unit entry and Common door	prep and paint	Crews	
23 Non-workday	24 25		26	27	28	29 Non-workday
bilization!						
30 Non-workday	1	2	3	4	5	6 Non-workday
oilization!						
		H P				



Schedule - Gantt

			į N	May 20	24		June 2024													July 2024									
itle	Start	Workdays	26 27	Weel	2 2 9 30 3	1 1	2		ek 23 5 6	7	3 9 1	10 11	Week 24	14	15 16	17		k 25	21	22 2	23 24	Wee 25 2		28	29 3	30		Veek 27	
lobilization!	Jun 3, 2024	21 days	-												25/27/2014/0	Jobilizatio	AND DESCRIPTION OF THE PERSON NAMED IN				24		0 21	20	1 Ba		2	J	4 5
ressure washing of East Outside wall	Jun 3, 2024	1 day	O CONTRACTOR OF THE PROPERTY O					Pres	ssure was	hing of Eas	it Outside wa	all	14 66					100000		4002716	CONTROL OF		and parties		A SQUARE OF THE PARTY OF THE PA				
ressure washing on walkways	Jun 3, 2024	1 day						Pre:	ssure was	hing on wa	Ikways																		
roject Manager Inspections	Jun 3, 2024	1 day	Canada One ou					Proj	ject Manag	ger Inspect	ons																		
aint Preperation on walkways	Jun 4, 2024	3 days	Arran Company					T-			t Preperation	n on walk	vays																
reparation of East Outside Wall	Jun 4, 2024	2 days	- Andrewson					L		reparation	of East Out	side Wall																	
spections by Project Manager	Jun 6, 2024	1 day	The state of the s								ections by Pr		ager																
ainting of East Outside Wall	Jun 6, 2024	2 days							L		Painting of																		
ainting of Walkway walls and trim	Jun 7, 2024	4 days										Va va		Painting of	f Walkwa	v walls and	d trim												
spections by Project Manager	Jun 10, 2024	1 day											nspections																
ressure Washing of South Outside Wall	Jun 10, 2024	1 day								L		Annual Control	ressure Wa			de Wall													
reperation of South Outside Wall	Jun 11, 2024	1 day										L,	.	ration of So															
spections by Project Manager	Jun 12, 2024	1 day										Barrier I		Inspections			19												
ainting of South Outside Wall	Jun 12, 2024	2 days														outh Outsi													
rep work on railings	Jun 13, 2024	1 day											4	The s	o work on														
spections by Project Manager	Jun 14, 2024	1 day														tions by Pr	roject Ma	nager											
ainting of Walkway Railings	Jun 14, 2024	3 days														Skeries.		Painting	of Walku	vav Ralli	inas								
ressure Washing of West Outside Wall	Jun 14, 2024	1 day												· III	Pressu	re Washin	-			e de la composição de l	iligo								
reperation of West Outside Wall	Jun 17, 2024	2 days														, 112			tion of We	est Outei	ide Wall								
spections by Project Manager	Jun 18, 2024	1 day	TANKS TO SERVICE STATE OF THE													BATTOON A	DATE:	Inspection											
ainting of West Outside Wall	Jun 19, 2024	2 days	930000																		Nest Outsi	rie Waii							
nit entry and Common door prep and paint	Jun 19, 2024	2 days	Section 2																			on door pre	n and coi	int					
al Inspections by Project Manager	Jun 20, 2024	2 days	NACOSTOCIA NOCIA NACOSTOCIA NACOSTOCIA NACOSTOCIA NACOSTOCIA NACOSTOCIA NACOS																			s by Proje							
unch out work - Both Crews	Jun 21, 2024	1 day	REPORT AND ADDRESS OF THE ADDRESS OF																			- Both Cre	J. DESIGNATION OF THE	G1					

Brightwater Point

5-story Midrise Concrete Post Tensioned Condominium

Scope: Pedestrian Roof Replacement, Structural Concrete
Repairs, Painting, Waterproofing, Railings

205 Brightwater Drive
Clearwater, FL

Gerry Tonoff, Board President

g.Tonoff@gmail.com (215)534-9880





Sand Pebble

Three 6-story Midrise Concrete Post Tensioned Condominiums

Scope: Shingle Roof Replacement, Silicon Roof Coating System, Concrete Repairs

4650 Bay Blvd

Port Richey, FL

Kyle Prichard, Property Manager

kylepcoastalhoamgt@gmail.com

(727)859-9734

Addington Place at East Lake

3-story Wood Framed Assisted Living Facility

Scope: Wood Repairs, Balcony Replacement, Full Builidng

Envelope Hardy Siding Replacement, Waterproofing, Paint

1755 East Lake Road South

Tarpon Springs, FL

David Grant, Manager

dwgrantcon@gmail.com

(619)987-3012





Dan's Island

12-story Concrete with rebar Condominium

Scope: Concrete repair, stucco repair, balcony restoration with

waterproof membrane, painting

1650 Gulf Blvd

Clearwater, FL 33767

Margot Guthrie, Property Manager

mguthruie@kwpmc.com

(727)595-7270



Victoria Condominiums

2-story Concrete Block Seaside Condominium **Scope:** Structural Concrete Repairs, Elevated Walkway
Structural Repair, Custom Welded Railing Systems,
Gemstone Waterproof Membrane System.

1101 Victoria Drive

Dunedin, FL

Tom Conner, Association Manager

tconner@sentrymgt.com

(727)942-1906 ext. 53501

Sand Castle 3

6-story concrete Post tension Highrise Condos

Scope: Concrete and Stucco Repairs, Balcony Restoration with Waterproof Membrane, Railing Details, Roof Repairs
20040 Gulf Blvd
Indian Shores, FL

Lisa Connelly, Board President

<u>Lisaconnelly721@gmail.com</u> (813)495-4444





Seaside at Belleair III

9-story mid-rise, reinforced concrete building on the intracoastal water way with open porch design.

Scope: Full Sealant detail using Masterseal NP100, with a 2-coat paint system.

3 Seaside Lane

Belleair, FL

Kim Morris, Association Manager

Kim.morris@inframark.com (727)710-4239

Sea Castle

9-story mid-rise, reinforced concrete condominium **Scope:** Complete removal & Replacement of 3rd story pedestrian breezeway, painting of full envelope 4939 Floramar Terrace New Port Richey, FL **Andrew George, Association Manager**

andrewg@ameritechmail.com (954)243-0291



Seminole Square Apartments III - Concrete Restoration Project - Bid Summary

Contractor	Munyan Restoration	Complete Painting & Restoration (CPR)	Engineering Inspections & Restoration Services, LLC (EIRS)	Velocity
Project Start Date:	Within 30 Days After of Permit Release	8 Weeks from Contract Execution and Permit	April / May 2025	No Bid
Project Completion Date:	90 Days from Start Date	90 Days from Start Date	July 25th (28 business days later)	No Bid
Able to Provide Performance and/or Payment Bonds	Yes	Yes	No	No Bid
Sch	edule of Values			
1. Mobilization and Set-up	\$ 2,000.00	\$ 4,750.00	\$ 4,950.00	No Bid
2. Repair of Distressed Reinforced Concrete	\$ 6,500.00	\$ 8,450.00	\$ 8,177.50	No Bid
- Cost per Cubic Foot over 15 Cubic Foot Min.	\$ 385.00	\$ 425.00	\$ 500.00	
3. Replacement of Stucco and Painting from Various Areas of Concrete Repairs	\$ 600.00	\$ 1,475.00	\$ 5,165.00	No Bid
- Cost per Square Foot over 50 Square Foot Min.	\$ 2.00	\$ 28.50	\$ 45.00	
4. De-mobilization	\$ 2,000.00	\$ 1,200.00	\$ 1,500.00	No Bid
Total (Base Bid)	\$ 11,100.00	•		No Bid
5. Hurricane: De-mobilization Remobilization (If Necessary)	\$ 2,000.00	\$ 1,200.00	\$ 3,000.00	No Bid

Notes:

Performance Bonds Add 2.5% to the bid for Munyan and 1.5% for CPR. EIRS did not provide a Performance Bond.



CONCRETE RESTORATION

Seminole Square Apartments III 11620 Park Boulevard Seminole, Florida 33772

SOCOTEC Project Number VS244681

February 2025

BID DOCUMENTS

SEMINOLE SQUARE APARTMENTS III Concrete Restoration Project

1.0 BIDDING REQUIREMENTS

- 1.1 INVITATION TO BID
- 1.2 INSTRUCTIONS TO BIDDERS
- 1.3 BID FORMS

2.0 CONTRACT REQUIREMENTS

- 2.1 OWNER/CONTRACTOR AGREEMENT
- 2.2 GENERAL CONDITIONS OF THE CONTRACT
- 2.3 SPECIAL CONDITIONS OF CONTRACT
- 2.4 PARTIAL RELEASE AND WAIVER OF LIEN
- 2.5 FINAL RELEASE AND WAIVER OF LIEN

3.0 PROJECT REQUIREMENTS

- 3.1 PROJECT REQUIREMENTS
- 3.2 GENERAL CONDITIONS
- 3.3 EXTRAS AND CHANGES
- 3.4 SITE REQUIREMENTS
- 3.5 SAFETY, PROTECTION, AND SECURITY
- 3.6 PERMITS
- 3.7 PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND
- 3.8 INSPECTION BY THE OAR
- 3.9 WARRANTY
- 3.10 INDEMNIFICATION
- 3.11 LIENS
- 3.12 BEST EFFORTS

4.0 SCOPE OF WORK

4.1 DETAILS

APPENDICIES:

ATTACHMENT A: LOCATIONS OF DISTRESSED CONCRETE

ATTACHMENT B: CONCRETE REMEDIATION PLANS

ATTACHMENT C: DIVISION 9 EXTERIOR PAINTING SPECIFICATIONS

Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

1.1 INVITATION TO BID

SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC. ("OWNER") has retained Socotec Consulting, Inc. (SOCOTEC) to act as ""OWNER'S AUTHORIZED REPRESENTATIVE" (OAR) for certain work to be conducted at the project site. Part of these services includes preparation of these documents requesting bids for a project titled "Concrete Restoration Project" to be conducted at the subject site. The OAR may assist the OWNER in evaluating the bids and as the OWNERS agent, may oversee the work performed.

A mandatory pre-bid meeting will be held at Seminole Square Apartments III located at 11620 Park Boulevard, Seminole, Florida 33772 on February 27, 2025, at 10:00 A.M.

WORK DESCRIPTION

In general, the Base Bid work effort is to consist of repairing areas of distressed concrete and corroded steel, covering the area with new stucco, and painting to match existing paint color. <u>The areas included in the Base Bid for concrete restoration are outlined in Attachment A.</u>

Before submitting a Bid, each Bidder must become familiar with specific building and site conditions that may affect cost, progress, or performance of the work. This Bid Document identifies the following:

- 1.0 BIDDING REQUIREMENTS
- 2.0 CONTRACT REQUIREMENTS
- 3.0 PROJECT REQUIREMENTS
- 4.0 SCOPE OF WORK

The following must be understood by all bidders: The OWNER reserves the right to reject any bid. Selection of the successful bid will be on an evaluated basis. Along with price, other factors will be considered in the final decision. The CONTRACTOR'S experience and knowledge of the task to be performed will be considered, along with the proposed time to perform the work, warranties, etc.

The bidder shall hold the required city, county and/or state licenses and must show proper insurance coverage for All Risk, General Liability, Completed Operations, Materials Stored on Site, and Workmen's Compensation. The OWNER reserves the right to require a Performance Bond along with a Labor and Material Payment Bond in an amount equal to the contract price as security for the faithful performance and payment of all CONTRACTOR'S obligations incurred in the accomplishment of this work. The cost of such bonds shall be shown as a separate price and shall not be included in the base bid.

A retainage of **10%** on all draws will be withheld until satisfactory completion of all work. With each progress payment, the OWNER will require a properly executed Release of Lien from the CONTRACTOR, and any SUBCONTRACTORS or suppliers whose efforts are included in each payment request.

One electronic **BID FORM** is to be submitted to Alejandra.mercado@socotec.us by 4:00 pm on March 13, 2025. The email shall be titled: "Seminole Square Apartments III – Concrete Restoration Project Bid". All submitted bids shall be valid for a minimum of 60 days from the submittal date.



Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

1.2 INSTRUCTIONS TO BIDDERS

- **A**. The term "Bidder" means one who submits a Bid directly to the OWNER/OAR, as distinct from a sub-bidder, who submits a bid to a bidder. The term "Recommended Bidder" means the lowest evaluated, qualified, responsible, and responsive Bidder recommended by the OAR and accepted by the OWNER. The term "Successful Bidder" means the Bidder to whom the OWNER chooses to award the Bid. The term, "Bid Documents" is this document.
- **B.** Complete sets of the Bid Documents may be obtained from the OAR. Complete sets of Bid Documents must be used in preparing Bids; neither OWNER nor OAR assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. OWNER and OAR in making copies of Bid Documents available on the above terms do only for obtaining Bids on the Work and do not confer a license or grant for any other use.
- **C.** Each Bid submittal must contain evidence of Bidder's qualification to do business in the city/county where the Project is located.
- **D.** It is the responsibility of each Bidder before submitting a Bid, to
 - Understand the scope of work requested and examine the Contract Documents thoroughly,
 - Become familiar with specific site conditions that may affect cost, progress, performance or furnishing of the Work,
 - Consider federal, state, and local Laws and regulations that may affect cost, progress, performance or furnishing of work,
 - Study and carefully correlate Bidder's observations with the Contract Documents, and
 - Notify the OAR of all conflicts, errors, or discrepancies in the Contract Documents.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, process and other terms and conditions of the Contract Documents.

OWNER and/or OAR will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work will be identified by the OWNER at contract signing. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Bid Documents, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope of detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

- **E.** All questions about the meaning or intent of the Contract Documents are to be directed to OAR in writing. Interpretations or clarifications considered necessary by OAR in response to such questions will be issued by Addenda to all parties recorded by OAR as having received the Bid Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bid Documents as deemed advisable by OWNER or OAR.
- **F.** The numbers of days within which, or the dates, by which, the Work is to be substantially completed, and completed and ready for final payment, shall be as set forth in the Bid Form.
- **G.** The Contract, if awarded, will be based on materials and equipment described in the Specifications and/or proposed in the CONTRACTOR'S Bid. Should the CONTRACTOR wish to alter the specifications or materials following award of the Contract they may do so only after written approval by both the OWNER and OAR.
- **H.** The OWNER requests the identity of any SUBCONTRACTORS, suppliers or other persons or organizations employed to complete the work to be submitted to OAR with the Bid. The OAR may request that such a list be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such SUBCONTRACTOR, supplier, person, or organization. If OWNER or OAR after due investigation has reasonable objection to any proposed SUBCONTRACTOR, supplier, other person, or organization, they may request the CONTRACTOR to submit an acceptable substitute. In which case the CONTRACTOR shall submit an acceptable substitute, and the Contract price will be increased (or decreased) by the difference in cost occasioned by such substitution. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, supplier, other person, or organization against which the CONTRACTOR has reasonable objection.
- I. The Bid Forms for submittal are included in this Bid Document. Additional copies may be made by reproducing the bid forms found herein. All blanks on the Bid Form must be completed in ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). The physical address, mailing address, email address, and telephone number for communications regarding the Bid must be shown.
- **J.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OAR and promptly thereafter demonstrates to the reasonable satisfaction of OAR that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.



Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

K. All bids will remain subject to acceptance for the period as stated in the Invitation to Bid. The OWNER may, in its sole discretion, release any Bid prior to that date.

L. The OWNER reserves the right to reject any and all Bids, to waive any and all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. In addition, the OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. Whether because the Bid is not responsive to the Bid Documents, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by OWNER.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

OWNER may consider the qualifications and experience of SUBCONTRACTORS, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of SUBCONTRACTORS, Suppliers, and other persons and organizations are requested by the OWNER. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Contract execution.

- **M.** The OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed SUBCONTRACTORS, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of Project. If the contract is to be awarded, OAR will give the Successful Bidder notice within four working days of notification from the OWNER. Telephone notification is an acceptable form.
- **N.** If the OWNER requires bonding, then, the Contract will not be enforceable until all required Performance and or Payment Bonds Exhibits are submitted, reviewed, and approved by the OWNER and OAR.
- **O.** To expedite the execution of agreements all parties may be required to meet at a scheduled time and location to execute and exchange documents.



Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

1.3 BID FORMS

Name of Bidder: Engineering Inspections and Restoration Services, LLC

We have received and reviewed a complete set of the BID DOCUMENTS entitled **SEMINOLE SQUARE APARTMENTS III – Concrete Restoration Project**, including Addenda (if any), prepared by SOCOTEC, and in submitting this bid agree to hold this bid open for 60 days after the date of receipt of bid, enter into and execute a Contract with the OWNER if awarded on the basis of this bid; and accomplish the work in strict accordance with the Contract Documents, perform the work in a good skillful manner, and to complete the work in accordance with the contract time identified on the Bid Form.

BASE BID SCHEDULE OF VALUE DESCRIPTIONS:

1. MOBILIZATION AND SET-UP:

Included in this Schedule of Value is all labor, equipment, permits, and fees associated with mobilization of all the necessary personnel and equipment to perform the scope of services. Also includes all dumpsters, port-a-lets, ladders, scaffolding, stages, drops, high-lifts, cranes, and any other equipment necessary to complete the required tasks.

LUMP SUM \$4,950

2. REPAIR OF DISTRESSED REINFORCED CONCRETE:

Included in this Schedule of Value is the labor and material costs necessary to clean/remove the corroded reinforcing steel, add steel, if necessary, coat the steel and concrete with an appropriate anti-corrosion/bonding agent, recast the concrete, and attach any removed items. The scope of work for this item includes all areas of distressed concrete as seen on Attachment A.

ASSUME BASE BID OF 15 CUBIC FEET \$8,177.50

ADD/DEDUCT PER CUBIC FOOT \$500

REPLACEMENT OF STUCCO AND PAINTING FROM VARIOUS AREAS OF CONCRETE REPAIRS:

Included in this Schedule of Value is the labor and materials necessary to replace the stucco removed in the areas where concrete repairs were performed. Stucco shall be replaced following the application of an appropriate bonding agent. The repaired stucco shall match the texture of the surrounding stucco. Included in this Schedule of Value is also all the labor and material costs for surface preparation, priming, and painting of the newly applied stucco required to obtain the paint manufacturer's 10-year warranty for product and labor. The painting shall consist of one coat of SW Loxon primer and one finish coat SW Duration. CONTRACTOR'S bid shall only include the painting of the new stucco replaced in the areas where concrete repairs were performed. The paint shall match the color of the existing paint.

ASSUME BASE BID OF 50 SQUARE FEET \$5,165

ADD/DEDUCT PER SQUARE FOOT \$45

4. DE-MOBILIZATION

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and site restoration.

LUMP SUM \$1,500

5. HURRICANE: DE-MOBILIZATION RE-MOBILIZATION (IF NECESSARY):

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and remobilization in the event of a hurricane landfall in the immediate proximity to the project location. Any demobilization must be authorized by OAR or the Board.

LUMP SUM \$3,000



Concrete Restoration Project

SOCOTEC Project VS241335

February 17, 2025

I certify that this bid is made without prior understanding, agreement, or connection with any corporations, firms, or persons submitting a bid for the same materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I further certify that this bid is made without prior understanding, agreement, or connection with any member of **SEMINOLE SQUARE APARTMENTS II ASSOCIATION, INC.**, and I agree to abide by all conditions of this bid package and certify that I am authorized to sign this bid for the proposer.

is a Partnership / Sole Proprietorship / Joint Venture / Corporation (circle one) organized under the laws of the State of whose Principal Office is located at 5901 Sun Blvd, Suite 207, St Petersburg, FL 33715
and whose telephone number is (727)800 - 5822 and whose officers and or managing partners are listed below:
President: Arthur Fleahman
Vice President:
Secretary:
Treasurer:
Authorized Signature: Arthur Fleahman
Type/Print Name: Arthur Fleahman Date
STATE OF FLORIDA, COUNTY OF PINELLAS
Title:
(CORPORATE SEAL)
STATE OF FLORIDA, COUNTY OF PINELLAS The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this day of Mach 18, 2025 by (name and title)
He/she personally known to me or has produced as identification and who did/did not take an oath.
Notary Public (Signature):
(Printed or typed name): Steffshic Sprachles





1.0 BIDDING REQUIREMENTS Seminole Square Apartments III Concrete Restoration Project

SOCOTEC Project VS244681

February 17, 2025

MISCELLANEOUS

A . Project Start Date:		Ap	oril / May 2025	5
B. Project Substantial Completion Date:		Ju	ne 2025 (28 c	lays)
C . Man-power to remain on project full time: $\frac{2-4}{2}$	men			
D. Full time "On-The-Job" Superintendent: NAMI	E: Art Muka	ij / Sid Kraj	a	
TELEPHONE NUMBER: 727-437-6319	727-434	-0537		
E. Principal in charge of project: NAME: Devin K	(nuth			
TELEPHONE NUMBER 727-260-2272				
F. Are you able to provide a Performance and Pa			al)? YES	_{NO} X
G. Copy of Pinellas County License attached.	YES	✓	NO	
H. Proof of insurance attached.	YES	✓	NO	



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Identify below all suppliers and SUBCONTRACTORS proposed for the completion of the Work. Provide name and identify proposed work effort. Add additional pages as necessary.

SUPPLIER OR SUBCONTRACTOR INCLUDING MAILING ADDRESS, EMAIL, PHONE NUMBER, AND FACSIMILE NUMBER	PROPOSED MATERIAL OR WORK EFFORT
Beacon Construction Materials, 12200 28th St, St. Petersburg, FL 33716 727-565-4630	Sika products and other related materials
Sherwin Williams	Paint Products
Home Depot	Stucco
Kraja Construction and Painting, 801 W Bay Dr #480, Largo, FL 33770 727-584-4897	Laborers



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CONTRACTOR'S QUALIFICATION STATEMENT

Provide a minimum of three (3) references where you have performed similar services to that you have proposed for this PROJECT (WITHIN THE PAST FIVE YEARS). Please list the following for each of the references:

PROJECT NAME	CONTACT NAME	TELEPHONE NUMBER
Bahia Del Mar II	Vivienne Marran	(727)-641-8355
Various Projects	Vance Poland	(727)-864-004
Dolphin Cay	Susan Ortiz	(727)-864-1900



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MATERIALS LIST

MATERIAL LOCATION	SELECTED PRODUCTS	* SUBSTITUTE PRODUCT
Concrete Patch and Bonding Agent	Sikacrete 211 Sika Armatec 110 EpoCem	
New Stucco	Portland Cement Stucco	
New Stucco Surfaces	SW Loxon Primer SW Duration Satin	

SW = Sherwin Williams. * All substitute products must be equal or greater, are subject to approval, and must have latest technical data sheet with bid submittal.



2.0 CONTRACT REQUIREMENTS Seminole Square Apartments III Concrete Restoration Project

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2.1 OWNER/CONTRACTOR AGREEMENT
This agreement entered into at Pinellas County, Florida, this
The OWNER desires to have exterior restoration completed across the main structure at SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC. located at 11620 Park Boulevard, Seminole, Florida 33772 in accordance with the Bid Documents prepared by SOCOTEC, of 6151 Lake Osprey Drive, Sarasota, Florida 34240. The CONTRACTOR has submitted a bid to OWNER for performing the work and has agreed to furnish all labor, materials, tools, and, equipment to perform the work (including without limitation, all permits, licenses, fees, transportation, and items necessary for the execution and completion of the work) as required by and in accordance with the BID Submittal along with the following documents, exhibits, and conditions of this contract.
If any Exhibits are not received at the time of CONTRACT execution, this CONTRACT shall not commence until said EXHIBITS have been received and approved and a NOTICE TO PROCEED has been issued by the OWNER and OAR. Subject to the terms of the General Conditions and the Special Conditions attached hereto, the OWNER agrees to pay the CONTRACTOR for the performance according to the approved Schedule of Values. ALL PROVISIONS OF CHAPTER 713, FLORIDA STATUTES, WILL BE COMPLIED WITH IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR
Signature: Arthur Fleahman
Name/Title: Art Fleahman
Date: 3-18-2025
<u>OWNER</u>
Signature:
Name/Title:
Data



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2.2 GENERAL CONDITIONS OF THE CONTRACT

A. The CONTRACTOR agrees to furnish acceptable Performance and Payment Bonds if requested by the OWNER. CONTRACTOR further agrees to carry sufficient worker's compensation, public liability, and such other insurance as identified in Special Conditions of Contract, to protect both CONTRACTORS and other workers, the OAR, the OWNER, other CONTRACTORS, material and men and the public at all times, and save the OWNER and OAR harmless, defend with counsel of OWNERS choosing, and fully indemnify the OWNER and OAR from any liability or suit arising from the act, omission or negligence of the CONTRACTOR, or anyone for whom CONTRACTOR is responsible, including all costs attached to same. The CONTRACTOR shall name The OWNER and the OAR as additional insured and the CONTRACTOR'S insurance shall be primary.

The CONTRACTOR shall also bear the risk of loss and carry sufficient insurance to fully protect himself or herself, the OWNER and the OAR against:

- (1) Loss or damage to all materials, equipment, and tools furnished by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado or other Acts of God; until the job is completed and accepted by the OWNER.
- (2) Loss or damage to all tools, equipment, storage sheds, and trailers owned, rented or borrowed by CONTRACTOR caused by fire, theft, mysterious disappearance, vandalism, hail, tornado, or other Acts of God; until the job is completed and accepted by the OWNER.
- (3) Loss or damage to all materials stored or installed by CONTRACTOR at either the job site or elsewhere until the job is completed, accepted and final payment is made by the OWNER. Insurance certificates shall be delivered to the OWNER and/or OAR before the CONTRACTOR shall commence work. The said insurance certificates shall contain a provision that the OWNER will be given ten (10) days notice prior to cancellation of the policies. Evidence of payment of Worker's Compensation insurance must be furnished to the OWNER prior to final payment. All insurance policies, if so requested, shall be available for inspection by the OWNER and the OAR before commencement of CONTRACTOR'S work.
- **B.** CONTRACTOR agrees to follow all municipality and county Ordinances and State of Florida and Federal laws/regulations and to pay all Federal, State, City, and County taxes, Social Security, Unemployment Compensation Tax, and Sales Tax as required.
- **C.** CONTRACTOR is to obtain and pay for all required permits, and comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules, and regulations.
- **D.** CONTRACTOR agrees to commence work on the Date of Commencement and further agrees to be substantially completed by the completion date. OWNER may, from time to time; request CONTRACTOR to provide additional personnel at the job site and CONTRACTOR agrees to comply with such request within forty-eight (48) hours or as soon as possible. In the event that OWNER deems an employee of CONTRACTOR objectionable, CONTRACTOR shall dismiss such employee from the work. To the end that work may not be interrupted by labor disputes, CONTRACTOR and each of its SUBCONTRACTORS shall employ only such labor satisfactory to OWNER.



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- **E.** CONTRACTOR shall keep the job adequately supplied with materials at all times. OWNER may request CONTRACTOR to increase the supply of materials at the job. CONTRACTOR agrees to comply with such request within forty-eight (48) hours, or as soon as possible.
- **F.** No extra work or changes under this contract will be recognized or paid for unless agreed to in writing before the work is done or the changes made. The extra work or changes to be made, together with the price to be added/deducted shall be clearly stated. It is specifically agreed that no changes will be permitted from the plans and specifications upon which this Contract is based without the written consent of the OWNER, and it is further expressly agreed that no changes would be taken up with the OWNER except through the OAR. No overtime will be paid by the OWNER unless so specifically agreed in writing.
- **G.** CONTRACTOR shall submit, as applicable to this contract, job progress schedule, insurance certificates, samples, tests, shop drawings, etc., within ten (10) days after the execution of the agreement.
- **H.** The CONTRACTOR is to furnish all necessary equipment, tools, dumpsters, etc. connected with this work. The CONTRACTOR also agrees to abide by safety standards established by OSHA or other governing bodies, which have jurisdiction over the use and maintenance over said equipment.
- I. If CONTRACTOR is paid for materials and/or equipment prior to installation, such materials and/or equipment shall become the property of OWNER. Irrespective of whether the materials and/or equipment have been delivered to the job site the CONTRACTOR shall never the less continue to bear the risk of loss against fire, theft, mysterious disappearance, vandalism, hail, tornado, and other Acts of God. Such materials and/or equipment shall be held by CONTRACTOR for the benefit of the OWNER and shall not be moved except to the job site without express written authorization from OWNER.
- **J.** All payments made to CONTRACTOR by OWNER under this Agreement shall constitute a trust fund in the hands of CONTRACTOR for the benefit of all persons, firms, or corporations having performed work or labor, supplied services, or supplied materials for CONTRACTOR in connection with its obligation under this Agreement. No such payment or any part thereof shall be diverted to or used by CONTRACTOR for any other purpose until all such claims have been fully paid. In the event that CONTRACTOR shall fail to pay promptly any amounts due any of its SUBCONTRACTORS, material men, employees or others, or in the event of the existence of any claim against CONTRACTOR which has given or could give rise to a lien against the said premises or any part thereof or against money or monies or any part thereof due the OWNER, OWNER may pay the same and if the amount payable to CONTRACTOR shall be insufficient to satisfy the said claim or lien, the CONTRACTOR shall thereafter forfeit pay to the OWNER the amount so paid by the OWNER, to satisfy the said claim or lien.
- **K.** Should the CONTRACTOR at any time refuse or neglect to supply sufficient workers, or materials of proper quality or sufficient quantity, or become insolvent, (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against them any bankruptcy or receivership action, Federal or State, have any attachment or levy against or upon the person or property of the CONTRACTOR or upon funds due or to become due the CONTRACTOR from the OWNER, or refuses to follow plans and specifications, or fail in any respect to prosecute the covenants on its part to be performed, the OWNER shall have the right, after two (2) days written notice to the CONTRACTOR, or to anyone representing the CONTRACTOR in the



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performance of the work to terminate this Contract in whole or in part. The OAR shall be the judge of the acceptable work and settlement shall be made to this point based on the OAR'S decision.

In that event, the OWNER may use such materials of CONTRACTOR as remain on the job or the OWNER may direct the CONTRACTOR to remove said materials promptly, in which event, the OWNER shall provide necessary materials, labor, etc., to complete the Contract in whole or part and charge the cost thereof to the CONTRACTOR crediting or debiting his account as the case may be when the work under this Contract is fully completed and accepted. The CONTRACTOR expressly agrees to accept and to abide by the above clause in this connection and further agrees that such termination of Contract shall not be made the basis of any legal action to secure additional compensation or damages, but nothing herein shall affect the right of the OWNER to recover damages from the CONTRACTOR for delay or non-performance of this Contract.

The CONTRACTOR agrees to hold the OWNER and OAR harmless from any and all liens and all claims of persons furnishing materials or labor or appliances in connection with the Agreement. CONTRACTOR shall immediately, and without cost to OWNER, bond off any lien recorded against the property. The OWNER may require of the CONTRACTOR satisfactory evidences to the status of his account monthly. CONTRACTOR further agrees to pay the OWNER the amount of expenses and attorney's fees incurred by OWNER because of any default of SUBCONTRACTOR in the performances of work or in the payment for labor and/or material bills. CONTRACTOR shall supply a complete list of all suppliers, who are furnishing materials and persons performing or furnishing labor to CONTRACTOR and supply evidence of payment of such supplier, and persons performing or furnishing labor to CONTRACTOR, as the work progresses.

In the event the CONTRACTOR fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or suppliers and persons performing or furnishing labor to CONTRACTOR, OWNER shall have the option to withhold all monies otherwise due the CONTRACTOR until the information and documentation requested by the OWNER is furnished by the CONTRACTOR.

- **L.** The CONTRACTOR must remove, upon completion of his work or at such times as directed by the OWNER, all surplus materials and leave the work site clean insofar as the work herein contracted for is concerned. It is also agreed and understood that the CONTRACTOR is to do all cutting and patching that is necessary in connection with his work.
- **M.** It is further agreed that all requirements with regard to labor priority, maximum hours of labor, scales of wages of all unskilled and skilled workers and the method of payment of any other provision will be fulfilled whenever covered by the Contract documents.
- **N.** The CONTRACTOR must comply with all Equal Employment Opportunity rules, regulations, purposes, and policies. CONTRACTOR agrees to implement necessary policies and further agrees to warrant, indemnify, defend, and hold harmless OWNER from any and all claims and demands, damages, losses, costs, expenses, and penalties arising out of or in any manner connected with CONTRACTOR'S employment practices.
- **O.** The CONTRACTOR shall designate one of his employees as supervisor in charge, and any directions or notice given by the OWNER or the OAR to such supervisor shall be considered notice to CONTRACTOR.



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- **P.** The CONTRACTOR must comply with the Occupational Safety and Health Act and the Safety and Health Regulations for construction. Any penalties assessed resulting from an alleged violation for CONTRACTOR'S failure to comply with the said Act and Regulations shall be CONTRACTOR'S sole responsibility. Any assessment of penalties against OWNER and/or OAR resulting from CONTRACTOR'S failure to so, will be charged to CONTRACTOR'S account and the assessed amount withheld from payment. In the event of a penalty assessed OWNER and/or OAR due to failure to comply by more than one (1) CONTRACTOR, amounts of assessment for said penalty will be proportionate in accordance with the best judgment of the OWNER and/or OAR.
- **Q.** When labor only is furnished by the CONTRACTOR, CONTRACTOR agrees to use OWNER'S materials without waste, and agrees to pay for any material ruined or damaged because of negligence or carelessness. Unless otherwise stated, when material is "furnished by OWNER", it shall be delivered to the curb line of the building which shall constitute delivery. Quantities of material used daily shall be reported to the OWNER and the OAR and empty containers bundled and retained for verification by the OAR.
- **R.** This contract shall not be assigned or work hereunder sub-let without the written permission of the OWNER. OWNER shall not recognize any assignment by CONTRACTOR of any funds, due or to become due CONTRACTOR under this Agreement without the assent thereto by OWNER. Any such assignment without permission of OWNER shall give OWNER the option to immediately terminate this agreement with CONTRACTOR.
- **S.** If the OWNER has awarded or hereafter awards contracts to others, CONTRACTOR agrees to cooperate fully with OWNER, the OAR, their agents, employees, CONTRACTORS and all others engaged on the project and to carefully fit and coordinate CONTRACTOR'S work to that provided under other contracts. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by others. CONTRACTOR, by acceptance of the Agreement, acknowledges that it has made allowances for reasonably foreseeable delays caused by OAR, OWNER, other independent CONTRACTORS, and SUBCONTRACTORS on the job site.
- **T.** CONTRACTOR warrants and guarantees that all of his work, together with all materials furnished by the CONTRACTOR shall be free from defects for a period of five (5) years after OWNER'S final acceptance of project. Defects appearing during the period of guarantee shall be made good by the CONTRACTOR at his expense. This warranty shall be in addition to any other manufacturer warranties, which may be contained in the plans, and specifications, which are part of the Agreement. Any and all certificates of compliance required by the Contract documents will be furnished, by the CONTRACTOR. The CONTRACTOR also agrees to pay to the OWNER any fees required and does hereby indemnify the OWNER and the OAR against any liability, loss or expense (including attorneys' fees) incurred or suffered in consequence of implementing such guarantees and warranties.
- **U.** It is understood and agreed that notice of any damage which CONTRACTOR alleges the OWNER or other CONTRACTOR have caused them or are causing them must be filed in writing with the OWNER within ten (10) days after the extent of the damage has been ascertained. Otherwise, it will be considered void by both parties.
- **V.** If this Contract is cancelled or terminated, CONTRACTOR, upon receipt of notice of cancellation or termination, shall stop work immediately on the unfinished portion of the contract, shall cancel or terminate all unperformed or partially performed contracts and purchase orders, shall take such action as is reasonably necessary or as is directed by the OWNER or the OAR to protect and



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preserve property or work in progress in its possession in which the OWNER has or may acquire an interest, shall notify the OWNER in writing of any legal proceedings against the CONTRACTOR arising out of any subcontract, shall proceed as promptly as possible to make a settlement with its SUBCONTRACTORS, material suppliers, etc., and to the settlement of its own termination claim.

W. In case of any dispute between OWNER and CONTRACTOR arising out of this Agreement with regard to any of the articles of this Agreement, the parties agree to seek the opinion of the OAR. If a claim is made against OWNER, OAR, or CONTRACTOR any party to this contract may demand that any such disputes be resolved by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the arbitrator.

Each party will pay the arbitrator selected by that party and the expenses of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Pinellas, State of Florida, Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subjects to the terms of this contract.



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2.3 SPECIAL CONDITIONS OF CONTRACT

A. Provide insurance certificates to OWNER for Commercial General Liability, Automobile Liability, Umbrella Liability, Worker's Compensation, and Builder's Risk Insurance - Theft of Materials prior to commencement of construction. The insurance requirements identified below apply to any approved SUBCONTRACTOR as well. CONTRACTOR'S Liability Insurance: The limits of liability for the insurance required by Article 1 of the General Conditions to Contract shall provide coverage for not less than the following amounts or greater where required by law: COMMERCIAL GENERAL LIABILITY to include Premises & Operations, Products & Completed Operations, Contractual, Personal & Advertising Injury, Medical Payments, Fire Damage Legal Liability, Broad Form Property Damage, Underground Explosion & Collapse Hazard, OWNER'S and CONTRACTORS Protective.

COVERAGE TYPE	CONTRACTOR	SUB-CONTRACTOR(s)	
GENERAL AGGREGATE LIMIT:	\$2,000,000	\$2,000,000	
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT:	\$2,000,000	\$2,000,000	
PERSONAL INJURY LIMIT:	\$1,000,000	\$1,000,000	
EACH OCCURRENCE LIMIT: (BODILY INJURY AND PROPERTY DAMAGE)	\$1,000,000	1,000,000	
FIRE DAMAGE LIMIT:	\$50,000		
MEDICAL EXPENSE LIMIT:	\$5,000		
AUTOMOBILE LIABILITY (AUTO AND BODILY INJURY)	\$1,000,000 COMBINED SINGLE LIMIT		
UMBRELLA LIABILITY	\$2,000,000	\$1,000,000	
WORKER'S COMPENSATION (STATE OF FLORIDA: STATUTORY AMOUNTS)	\$500,000/\$500,000/\$500,000 INCLUDE A WAVIER OF SUBJUGATION		
BUILDER'S RISK (THEFT OF MATERIALS)	EQUAL TO THE VALUE OF ALL MATERIALS STORED ON-SITE.		

It is the CONTRACTOR'S responsibility to see that all insurance is underwritten by a company with a A.M. Best's Guide to rating level of a "A" or Better and a financial size category of Class VII or Higher



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All insurance shall name the certificate holder and additional insured as Follows:

SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC.

11620 Park Boulevard Seminole, Florida 33772

- **B.** CONTRACTOR must hold the required city, county and/or state license and must provide copies of CONTRACTOR'S and all SUBCONTRACTOR'S licenses prior to commencement of work. The CONTRACTOR shall not employ any SUBCONTRACTOR without the written consent of the OWNER and OAR.
- **C.** Location of parking for CONTRACTOR'S employees, access to site, access to building, trailers, storage of material, dumpster, etc. shall be identified by OWNER in the pre-construction meeting. The CONTRACTOR shall confine his apparatus, materials storage, and operations of his workers to limits indicated by the OWNER. All materials used on the job shall be stored in a single place designated by the OWNER. Such storage shall be kept clean and CONTRACTOR shall be liable for damage to surrounding area.
- **D.** Working hours shall be restricted to $\underline{8:00}$ AM through $\underline{4:00}$ PM \underline{Monday} through \underline{Friday} . Cleanup shall be permitted $\underline{4:00}$ PM to $\underline{4:30}$ PM. No work will be performed on Sunday or Holidays. Any work to be completed on Saturdays will require prior approval from the OWNER.
- **E.** Date of Commencement shall be discussed at the signing of the contract.
- **F.** CONTRACTOR must submit, for approval, all requests for lost time/production for the previous week by 5:00 pm on Friday of each week. If this request is not made on time, the CONTRACTOR will forfeit his right to additional days for the lost time/production.
- **G.** CONTRACTOR shall provide the following for use by his personnel and his SUBCONTRACTOR'S personal dumpster and debris removal from project site; toilet facilities; storage containment facility; and all permits required by governmental agencies.
- **H.** All manufacturers' specifications for substitute products must be submitted prior to their use in on the job.
- **I.** Release of Liens, (must be completed on the prescribed form) for all labor, materials and subcontract work included in any APPLICATION AND CERTIFICATE FOR PAYMENT shall be furnished with the request to be paid.
- **J.** The payment schedule is based upon work completed and the Schedule of Values identified in the Bid Documents. A 10% retainage shall be withheld from all pay requests. Progress Payments: Based upon Request For Payment submitted by the CONTRACTOR to the OAR and approved Request For Payment issued by the OAR, the OWNER shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the Contract Documents for the period ending the $\underline{28^{th}}$ day of the month as follows:

Except as provided below, not later than 15 days following the date of OAR'S certification, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and 90% of the portion of the Contract Sum properly allocable to materials and equipment



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suitable stored at the site or at some other location agreed upon in writing, for the period covered by the Request For Payment, less the aggregate payments made by the OWNER.

Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to 90% of the Contract Sum, less such amounts as the OAR shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Final Payment: Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final Request for Payment has been approved by the OAR. Full performance will include, but not be limited to, receipt of all warranty/guarantee materials, completed punch list, General Release and Final Waiver of Lien from the CONTRACTOR as well as SUBCONTRACTORS and material suppliers.

- **K**. Protection of work and property and restoration of any damage to existing facility, new work, and/or property by the CONTRACTOR and/or his SUBCONTRACTORS shall be the sole responsibility of the CONTRACTOR. All landscaping and underground utilities not directly being part of this contract shall be fully protected against damage during each stage of construction. Normal safety signs, necessary lighting, turbidity barriers, and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
- L. OWNER is responsible for notifying all affected parties of the Scope of Work to be performed in an attempt to avoid any injury or damages to private property. Should any damage occur to private property of an individual Unit Owner and/or visitors, a claim for repair/replacement of the damaged property must be presented in writing to the OAR within 7 days of discovery of the alleged damage. The OAR will review the claim of damage and forward a statement of responsibility to all affected parties within 7 days of receipt. Should it be deemed the CONTRACTOR'S responsibility, the CONTRACTOR will be given 10 days to commence repairs/replacement. Should the CONTRACTOR fail to commence repairs/replacement within the 10-day period, the affected party may then purchase products or engage the services of an outside CONTRACTOR with the expectation of reimbursement from the CONTRACTOR. Reimbursement will take the form of a negative Change Order to the Contract, thereby allowing the OWNER to reimburse the individual owner. The CONTRACTOR will not be responsible for reimbursement of any repair/replacement cost if the damage is deemed by OAR to be the OWNER'S responsibility:
 - 1. The CONTRACTOR has not been given the written notification from the OAR as stated above, or
 - 2. Damage is deemed by the OAR to be the OWNER'S responsibility.
- **M.** The OWNER will be responsible for the enforcement of restricted areas so designated by the CONTRACTOR. OWNER is responsible to provide CONTRACTOR with access to the work site.
- **N.** This CONTRACT AGREEMENT is the sole agreement between the OWNER and the CONTRACTOR. It shall supersede any previous agreements or contracts and they, if any, shall become null and void. OAR shall be the initial decision maker in the event of a dispute between OWNER and CONTRACTOR.
- **O.** This Contract can only be changed by a written Change Order to The Scope of Work of this Contract signed by the OWNER, OAR, and the CONTRACTOR. Changes to the Scope of Work,



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which will result in an increase or decrease of the Contract Amount shall not be undertaken by the CONTRACTOR prior to his review with the OAR and OWNER. If necessary, work may proceed following this review and verbal approval from the OAR and OWNER. However, a written Change Order must be created and distributed by the OAR and approved in writing by the CONTRACTOR, OAR, and OWNER.

Only upon written approval by the CONTRACTOR, OAR, and OWNER may a Change Order be applied to the Contract Amount. All changes in the product specified, contract construction dates or other items delineated in the Contract shall be modified by written Change Order, and only after review with and approval by the CONTRACTOR, OAR, and OWNER.

- **P.** Quantities stated in bid form are for evaluation and informational purposes and do not necessarily represent the quantities necessary to complete the job scope. All quantities shall be considered estimates of material and or labor necessary to achieve the performance required by the specifications and the product manufacturer's requirements.
- **Q.** Should the OAR or a subconsultant to the OAR, be required to perform additional inspections due to failure of work to comply with the claims made by the CONTRACTOR, or characteristics of the work as required by the Contract, or should the CONTRACTOR lack dutiful concern in the performance of his work, which requires the OAR'S intervention on behalf of the OWNER, then the OWNER will compensate the OAR for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.
- **R**. CONTRACTOR shall hold harmless the OWNER and OAR from any and all claims, suits, and damaged premises for the project known as SEMINOLE SQUARE APARTMENTS III Concrete Restoration Project.



2.0 CONTRACT REQUIREMENTS Seminole Square Apartments III Concrete Restoration Project

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2.4 PARTIAL RELEASE AND WAIVER OF LIEN

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2.0 CONTRACT REQUIREMENTS Seminole Square Apartments III Concrete Restoration Project

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2.5 FINAL RELEASE AND WAIVER OF LIEN
STATE OF FLORIDA, COUNTY OF PINELLAS WHEREAS the undersigned has been employed by for the premises known as
SEMINOLE SQUARE APARTMENTS III of which SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC. is the OWNER
The undersigned for and in consideration of prior payments received in the amount of \$ and for the current payment requested in the amount of \$
for a total received of \$ representing payment in full and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby waiver and release (i) any and all lien or claim or right of lien under the statutes of the State of Florida relating to Mechanics. Liens, on the above described premises and improvements thereon, and (ii) any other claim or cause of action of any other nature, whether known or unknown, arising directly or indirectly as a result of labor, services, materials and/or equipment, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises. This release includes any claim for monies due or to become due from the OWNER. Further the undersigned states that it has not assigned any claim for payment against the OWNER, its sureties or other guarantors, and that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed on the above-described premises. Further, the undersigned agrees to indemnify and hold harmless the OWNER, their sureties, and their bond guarantors from any and all charges, costs, expenses, demands, suits and legal fees, directly or indirectly relating to any lien or claim by any other party for work, labor, services, materials and/or equipment which relates to that which the undersigned performed or should have performed, and from and against any lien or claim relating to any work, labor, services, materials and/or equipment allegedly performed by or for the undersigned. Finally, the undersigned states that it has the right, power, and authority to execute this instrument, which shall be an independent covenant.
NOTE: All waivers must be for the amount paid to date. If waiver is for a corporation, its corporate name should be used, it's corporate seal affixed and the title of the officer signing should be set forth; if waiver is for a partnership, the partnership name should be used, and a partner must sign and designate himself as such.
COMPANY NAMEADDRESS
TITLE:
SIGNATURE: PRINTED NAME:
DATE:
STATE OF FLORIDA, COUNTY OF PINELLAS: The foregoing instrument was acknowledged before
me by means of [] physical presence or [] online notarization this daythis day of,
byof, a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has producedas
identification and who did/did not take an oath.
Notary Public (Signature): (SEAL)
(Printed or typed name):



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3.1 PROJECT REQUIREMENTS

The CONTRACTOR must provide proof of insurance and a valid Florida CONTRACTOR'S License. The CONTRACTOR shall provide a Certificate of Insurance naming the OWNER and OAR as additional insured: is primary and non-contributory, and is required to maintain the policy in force for the duration of the job. The CONTRACTOR shall provide a waiver of subrogation in favor of the OWNER and OAR.

CONTRACTOR shall furnish all material and labor to finish all surfaces as specified. CONTRACTOR shall furnish all services, tools, and equipment required to complete specified work. CONTRACTOR may not sub-contract or assign part of the contract without written approval from the OWNER.

3.2 GENERAL CONDITIONS

CONTRACTOR shall comply with all local, state, and OSHA regulations. Contractor shall perform the scope of work in a good workmanship manner consistent with that typical of the local area. Finish work shall comply with the project documents for the proposed scope of work and all applicable industry standards. All workers either employed by the CONTRACTOR directly or as a SUB-CONTRACTOR shall wear clothing appropriate for their specific job tasks. Names and logos printed on the clothing shall be not derogatory to the public and preferred to be the employing CONTRACTOR. All workers shall present a clean and neat professional appearance.

3.3 EXTRAS AND CHANGES

It is understood by the OWNER that occasionally the CONTRACTOR'S work may reveal an unforeseen and previously undetected pre-existing condition. Upon discovery of any unforeseen problem(s), it is the CONTRACTOR'S responsibility to bring the problem to the attention of the OAR/OWNER and negotiate a change order or assume the responsibility of addressing the unforeseen condition. Payment for work over the amount of the original contract will not be made without written authorization from the OWNER. The CONTRACTOR will not be responsible for any work outside the original scope of work without receiving a written change order from the OWNER. Any additions to the original scope of work may require a renegotiation of the contract.

3.4 SITE REQUIREMENTS

The CONTRACTOR shall provide, erect, maintain, and remove when directed, all staging, hoisting, and lifting devices as required by local and state codes or laws, for the protection of workers and the public. All safety codes shall be adhered to as they relate to the installation, construction, inspection, and maintenance of these items. Lifting devices and hoisting devices: CONTRACTOR shall provide lifts, cranes, hoists, towers, and other equipment as necessary for the proper, safe, and efficient movement of materials and personnel for the duration of the contract. Equipment shall be provided in a safe good working order with qualified operators and safety devices as required by local or state codes. These devices are to be removed when they are no longer required to perform the work, or as directed by the OWNER or OAR.

Location of parking for CONTRACTOR'S employees, access to site, access to building, trailers, storage of material, dumpster, etc., shall be as designated by OWNER. Store products in accord with manufacturer's instructions with seals and labels intact and legible. Store products subject to



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damage by the elements in weather tight enclosures. Maintain temperature and humidity within the ranges required by manufacturer's instructions. The OWNER shall provide access to all areas of the building prior to the start of job as required to complete the work. The OWNER will be responsible for the cutting back of landscaping as required to provide proper access for performance of the work. Prior to requiring access to any interior portions of the building, the Contractor must provide 48-hours notice to the OWNER. The CONTRACTOR shall work with the OWNER and OAR to minimize disruptions to the units adjacent to the active work areas.

Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter. Arrange storage in a manner to provide easy access for inspection upon commencement of construction and throughout the construction. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration. Provide substantial protective coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

The CONTRACTOR shall make necessary arrangements to provide for drinking water. The CONTRACTOR may use common area water supplies as needed to complete specified work. CONTRACTOR will restrict the operations of workers to limits approved by the OWNER. The CONTRACTOR shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workers during construction. Locate toilets where directed. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Remove temporary toilets when directed.

The OWNER shall provide the CONTRACTOR with reasonable electrical power required to properly complete the project during the contract. Any modifications to the power sources shall be legal and at the CONTRACTOR'S expense and shall be returned to the preconstruction condition upon contract completion.

Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish on a daily basis. Daily during the progress of work, clean-up site, and access and dispose of waste materials, rubbish, and debris. Provide proper containers (dumpsters) and locate on-site for collection of job waste materials, rubbish, and debris.

3.5 SAFETY, PROTECTION, AND SECURITY

Prior to starting and during the progress of the work, the CONTRACTOR shall be responsible for the prevention of hazards to personnel and property, including that of the OWNER, any SUB-CONTRACTORS, the neighborhood and the public, and for the proper care, safety and protection of all materials, installed work, personnel, equipment and all other items under his jurisdiction. Precautions taken for safety and protection shall not relieve the CONTRACTOR from liability due to accidents or any other causes. Protection shall be provided by the CONTRACTOR and maintained for the duration of the Project and shall include:

<u>Weather Protection</u>: CONTRACTOR shall arrange at all times to provide protection against rain, wind, storms, heat, and other weather conditions, so as to maintain all work, materials,



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apparatus, and fixtures free from injury or damage. At the end of each day's work, all new work likely to be damaged shall be protected.

<u>Finished Work</u>: CONTRACTOR shall coordinate with SUBCONTRACTORS to provide protection for finished work.

<u>Dust Protection</u>: The CONTRACTOR shall control the work in such a manner as to prevent the nuisance of dust to the surrounding areas, and shall provide all water sprinkling materials and equipment as required for such prevention.

<u>Structural Alterations</u>: The CONTRACTOR shall not permit endangering any work by cutting, digging or otherwise and shall not cut or alter the work without the consent of the OAR.

<u>Protection of Adjacent Property:</u> The CONTRACTOR shall take all necessary precautions to protect all property on or adjacent to the job site, including existing buildings, structures, hydrants, pavements, walks, planting and natural features against all damage or injury including settlement or collapse.

<u>Security</u>: The CONTRACTOR shall at all times during the period of the Construction Contract, be responsible for maintaining the necessary security of site, building materials, equipment and building structure. The CONTRACTOR shall assume all liability for theft or damage to materials, equipment, and structures due to his failure to enforce the proper security, supervision, and control and shall make no claims against the OWNER or OAR for such losses.

Should any damage whatsoever result to such structures or property, the CONTRACTOR shall correct or repair same without undue delay and to complete satisfaction of the OWNER of the damaged structures. The CONTRACTOR is responsible for the safety of the existing and adjoining structures and for any method required to ensure that safety. CONTRACTOR shall prevent all damage to utilities or structures above or below ground.

All repair and restorations of damage of existing roads, pavements, walks, curbs, manholes, hydrants, light standards, street signs, catch basins, railings and plantings, and any other construction or surfaces required due to the work under this Contract shall be included in the work under the Contract even if not specifically called for in the various Sections' of the Specifications. All such repair and restoration work shall match existing work in all respects. All costs incurred in repair work, including any necessary permits, bonds and supervision by public authorities shall be borne by the CONTRACTOR.

3.6 PERMITS

The CONTRACTOR shall be responsible to provide and pay for all permits for this project required by any Governmental Agency having jurisdiction over this project.



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3.7 PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND

Performance bond and Labor/Material payment bond: If elected by the OWNER these Bonds shall be furnished by the CONTRACTOR in at least the amount of the original contract price before commencing construction of the improvement under the direct contract. The Bonds shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the CONTRACTOR shall promptly make payments for labor, services, and material to all lienors under the CONTRACTOR'S direct contract. Any form of bond given by the CONTRACTOR conditioned to pay for labor, services, and material used to improve real property must include the conditions on subsections 713.23 (1)-(4) of the Florida Statutes, and must be suitable to the OWNER. The premium for the Bonds shall be in addition to the Bid Price and shall become part of the Contract Price. The following requirements must be met:

- 1. Surety must be rated "A" or better by Best's Insurance Reports, OR
- 2. Surety must be listed on the U.S. Treasury Department's list of acceptable sureties on Federal Bonds, AND
- 3. Bonding limits shall not exceed 20% of its policy surplus (capital and surplus) as listed in Best's Insurance Reports.

The CONTRACTOR shall submit evidence of compliance with the above criteria to the OAR prior to contract execution. Following review of this evidence the NOTICE TO PROCEED can be issued in a timely fashion upon receipt of the Bonds. A certified copy of all payment bonds shall be recorded by the surety in the county wherein the work to real property is to take place within 45 days of the date of issuance of the bond. A copy of the recorded bond MUST be supplied to the OWNER for posting at the job site.

3.8 INSPECTION BY OAR

The OAR will make themselves available, with 48-hour notice, to inspect all aspects of this job as required or as requested by the OWNER or CONTRACTOR. Any work not conforming to this specification or not meeting with the approval of the OWNER shall be removed and corrected, as required by the OWNER, at the CONTRACTOR'S expense.

3.9 WARRANTY

All workmanship shall be warranted by the contractor for a minimum of 1 year from the date of completion and acceptance by the OAR. All exterior painting work shall be warranted by the paint manufacturer for materials for a period of ten (10) years from the date of completion and acceptance by the OAR.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend (with counsel of OWNER'S choosing), indemnify and hold harmless the OWNER, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused



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in whole or in part by any negligent act 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 OWNER, 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 in any way 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, resulting from their negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, and persons employed or utilized by CONTRACTOR relating to the performance of Work as described in this Contract. The CONTRACTOR shall promptly remedy 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. 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.

3.11 LIENS

CONTRACTOR will save and keep the building or buildings referred to in this Contract, and the lands upon which they are situated, free from all liens under Chapter 713, Florida Statutes, and all other liens by reason of its work, the work of any subcontractors, or any materials or other things used by it therein. If CONTRACTOR fails to remove such lien(s) by bonding it or otherwise, OWNER may retain sufficient funds out of any money due or thereafter to become due by OWNER to CONTRACTOR to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that OWNER may elect to obtain, and OWNER 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 OWNER. Invoices shall be accompanied with a detailed breakdown of the allocation of the amount required, together with copies of lien releases.

3.12 BEST EFFORTS

The CONTRACTOR accepts the relationship of trust and confidence established between it and the OWNER. CONTRACTOR covenants with OWNER to furnish its best skill and judgment and to cooperate with the OWNER'S representative in furthering the interest of the OWNER. CONTRACTOR agrees to furnish efficient business administration and superintendence and uses its best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way, in the most expeditious and economical manner consistent with the interest with the OWNER.



4.0 SCOPE OF WORK Seminole Square Apartments III

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4.1 DETAILS

A. MOBILIZATION AND SETUP

- a. The CONTRACTOR AND SUBCONTRACTORS shall stage materials, equipment, and men in only those areas preapproved in writing by the OWNER. Should additional space be required then the OWNER shall be consulted for the particular locations.
- b. Contractor shall meet with the building manager or designate to identify areas of difficult and odd staging drops.
- c. Contractor shall provide a sequencing drop update to the manager on at least a weekly basis.

B. REPAIR OF DISTRESSED REINFORCED CONCRETE AT SPECIFIED AREAS

- a. Refer to Attachment A for approximate locations of observed concrete distress to be repaired as part of this project.
- b. The CONTRACTOR shall "chase out" all corroding reinforcement, after removal of surface materials, back to sound steel and concrete by acceptable and appropriate mechanical methods such as chipping, grinding, etc.
- c. Once the source of the corrosion has been mitigated by mechanical cleaning/removal as necessary and additional reinforcement has been added as necessary, the exposed reinforcement shall be coated with an anti-corrosion/bonding material.
- d. After the anti-corrosion/bonding agent has been allowed to cure per the manufacturer's recommendations, wet the concrete and patch back the concrete as necessary to return the substrate back to its original profile.

C. REPLACEMENT OF STUCCO AT AREAS OF CONCRETE REPAIRS

- a. The CONTRACTOR shall replace stucco in areas where it was removed to perform concrete repairs.
- b. A stucco-bonding agent shall be used in all applications, which is compatible with the receiving substrate and applied material.
- c. The new stucco shall be finished and blended to match the surrounding stucco to provide a unified appearance to the exterior of the building.
- d. All replaced stucco shall match the thickness of the adjoining sides, but no less than 3/8-inch thick, two-coat plus a texture meeting all applicable Florida Building Code and Standards requirements for mixture and application.

D. PAINTING OF THE NEW STUCCO

- a. The CONTRACTOR shall clean the appropriate exterior surfaces by means of pressure washing and other mechanical methods in strict accordance to the paint manufacturer's specifications to create a clean sound surface capable of receiving the new paint.
- b. The CONTRACTOR shall paint in strict accordance with the attached Division 9 Exterior Painting Specifications prepared by SOCOTEC Consulting, Inc. and the manufacturer's recommendations.
 - The preparation and painting are to include areas where new stucco was placed after concrete repairs were performed. The new paint shall match the color of the existing paint in the surrounding areas.

E. DE-MOBILIZATION AND CLEANUP



4.0 SCOPE OF WORK Seminole Square Apartments III

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a. The CONTRACTOR AND SUBCONTRACTORS upon completion of the project shall remove all equipment, trash, and debris from the property. The CONTRACTOR shall return all grounds back to pre-project condition.

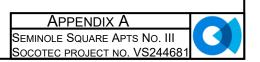


ATTACHMENT A

LEGEND

- 1 Stucco Crack
- 2 Delaminated Stucco
- 3 Exposed Rebar

C – Observation is on the ceiling



1ST FLOOR Unit 110 Unit 104 Unit 107 Distress on Elevator Electrical beam Room APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

2ND FLOOR Unit 207 Unit 202 Distress on Distress on beam beam APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

3RD FLOOR **Unit 301** Unit 304 (2C) `Distress on beam APPENDIX A SEMINOLE SQUARE APTS NO. III SOCOTEC PROJECT NO. VS244681

ATTACHMENT B

GENERAL NOTES

- THESE DRAWINGS WERE PREPARED IN ACCORDANCE WITH ALL APPLICABLE BUILDINGS CODES INCLUDING THE 2023 FLORIDA BUILDING CODE (FBC).
- THESE PLANS ARE FOR REPAIR OF ANY CONCRETE CRACKS, SPALLS, DELAMINATION AND CORRODING STEEL ASSOCIATED WITH THE CONCRETE RESTORATION PROJECT THAT WILL BE PERFORMED AT THE SUBJECT ASSOCIATION.
- THESE PLANS SHOW THE REMEDIATION DETAILS FOR RESTORATION OF BEAMS OR ANY OTHER HORIZONTAL STRUCTURAL COMPONENT, COLUMNS OR ANY OTHER VERTICAL COMPONENT, AND DECK EDGES AT THE SUBJECT BUILDING. HOWEVER, THE SUBJECT DETAILS ARE ALSO APPLICABLE TO ANY STEEL REINFORCED CONCRETE THAT MAY REQUIRE RESTORATION DURING THE RESTORATION PROJECT.
- THE LOCATION OF THE REINFORCING STEEL SHOWN ON THESE PLANS IS APPROXIMATE TO INDICATE THE REINFORCING STEEL FOR REMEDIATION
- ALL CONCRETE RESTORATION ASSOCIATED WITH THE CONCRETE RESTORATION PROJECT SHALL BE PERFORMED IN ACCORDANCE TO THESE DRAWINGS.



SITE LOCATION MAP

FROM GOOGLE EARTH



6151 Lake Osprey Dr. Suite 300

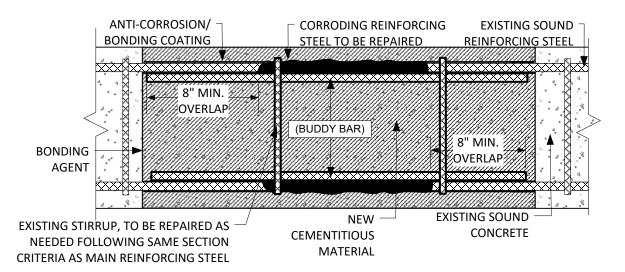
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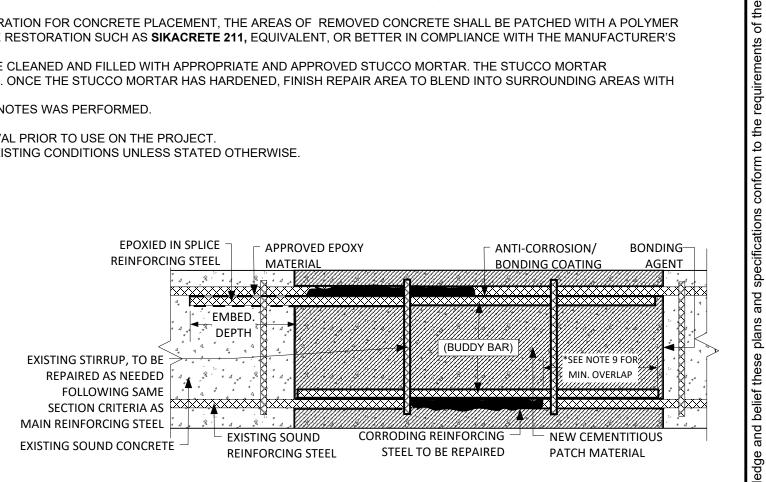
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SOCOTEC PROJECT NO. VS244681

RESTORATION NOTES

- DURING THE RESTORATION WORK, TEMPORARY PROTECTION MUST BE PLACED TO LIMIT ACCESS TO THE RESTORATION AREA AND RESTORATION PERSONNEL THE SUBJECT TEMPORARY PROTECTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SAFEGUARD REQUIREMENTS DESCRIBED IN CHAPTER 33 OF THE FBC 8TH EDITION (2023)
- PRIOR TO ANY CONCRETE RESTORATION, SCREEN ENCLOSURES, SLIDERS, WINDOWS, ETC. SHALL BE REMOVED IF IT LIMITS PERFORMANCE OF THE REQUIRED RESTORATION.
- ONCE THE CONCRETE HAS BEEN EXPOSED. THE CONTRACTOR SHALL SOUND THE CONCRETE TO DETERMINE ALL AREAS OF CORRODING REINFORCING STEEL OR COMPROMISED CONCRETE.
- CONCRETE SHALL BE REMOVED FROM ALL AREAS SUSPECTED TO BE LOOSE, DELAMINATED, CRACKED, OR CONCEALING CORRODING REINFORCING STEEL
- ONCE THE CONCRETE HAS BEEN REMOVED. THE CONTRACTOR SHALL COORDINATE AN INSPECTION BY A SOCOTEC REPRESENTATIVE TO DOCUMENT THAT ALL LOOSE. DELAMINATED, CRACKED CONCRETE HAS BEEN REMOVED AND ALL ACTIVELY CORRODING REINFORCING STEEL HAS BEEN REMOVED OR CLEANED AND COATED.
- CORRODED REINFORCING STEEL SHALL BE EXPOSED BACK TO SOUND STEEL SHOWING NO EVIDENCE OF SIGNIFICANT CORROSION.
- ALL EXPOSED REINFORCING STEEL SHALL BE MECHANICALLY CLEANED DOWN TO SOUND GREY STEEL
- ALL REINFORCING STEEL WITH A SECTION LOSS BETWEEN 10 TO 25% SHALL HAVE A SUPPLEMENTAL NEW REINFORCING STEEL (BUDDY BAR) OF EQUAL SIZE (BAR DIA.) ADDED TO BRIDGE ACROSS THE AFFECTED AREA. THE NEW BAR MUST EXTEND A MINIMUM OF 8-INCHES PAST BOTH ENDS OF THE AFFECTED REINFORCING STEEL
- ALL REINFORCING STEEL WITH A SECTION LOSS GREATER THAN 25% SHALL BE REPLACED WITH NEW REINFORCING STEEL OF EQUAL SIZE (BAR DIA.). THE BAR MUST EXTEND A MINIMUM OF 48 TIMES THE ORIGINAL BAR DIA. SIZE PAST BOTH ENDS OF THE AFFECTED REINFORCING STEEL.
- WHEN ADJACENT CONCRETE IS SOUND, ALL AFFECTED REINFORCING STEEL IS EXPOSED, AND ADDITIONAL CONCRETE REMOVAL IS NOT REQUIRED, BUT THE MINIMUM SPLICE OVERLAP CANNOT BE ACHIEVED, THE NEW REINFORCING STEEL MUST BE EMBEDDED INTO THE SOUND CONCRETE TO OBTAIN A MINIMUM OF A 12-INCH OVERLAP EXTENDING PAST BOTH ENDS OF THE CORRODED SECTION. DRILL AND EPOXY NEW REINFORCING STEEL OF EQUAL SIZE (BAR DIA.) INTO THE SOUND CONCRETE ADJACENT TO THE ORIGINAL REINFORCING BAR. THE EPOXY SHALL BE SIKA AG ANCHORFIX 3001, EQUIVALENT, OR BETTER. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS (MATCH DRILLED HOLE DIAMETER AND DEPTH WITH REINFORCING STEEL BAR DIAMETER).
- COAT ALL EXPOSED REINFORCING STEEL AND COAT EDGES OF CONCRETE TO BE PATCHED WITH A SUITABLE BONDING AGENT AND REINFORCEMENT PROTECTION SUCH AS SIKA ARMATEC 110 EPOCEM, EQUIVALENT, OR BETTER IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- ONCE THE REINFORCING STEEL HAS BEEN CLEANED, REPAIRED, THE ADDITIONAL REINFORCING STEEL HAS BEEN ADDED AS REQUIRED, AND THE BONDING AGENT APPLIED, THE CONTRACTOR MUST COORDINATE A SECOND INSPECTION BY SOCOTEC PERSONNEL
- ONCE SOCOTEC HAS PERFORMED THE SECOND INSPECTION AND RELEASED THE AREA OF RESTORATION FOR CONCRETE PLACEMENT, THE AREAS OF REMOVED CONCRETE SHALL BE PATCHED WITH A POLYMER MODIFIED, HIGH STRENGTH CONCRETE MATERIAL SPECIFICALLY MANUFACTURED FOR CONCRETE RESTORATION SUCH AS SIKACRETE 211, EQUIVALENT, OR BETTER IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- ONCE THE CONCRETE HAS BEEN REPAIRED AS NECESSARY, THE AREA OF RESTORATION SHALL BE CLEANED AND FILLED WITH APPROPRIATE AND APPROVED STUCCO MORTAR. THE STUCCO MORTAR APPLICATION SHOULD BE IN STRICT ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS. ONCE THE STUCCO MORTAR HAS HARDENED, FINISH REPAIR AREA TO BLEND INTO SURROUNDING AREAS WITH MATCHING TEXTURE.
- REINSTALL ANY SCREEN ENCLOSURES, SLIDERS, WINDOWS, ETC. IF ITEM 2 OF THE RESTORATION NOTES WAS PERFORMED.
- ALL REPAIRED AREAS SHALL BE PAINTED TO MATCH THE EXTERIORS OF THE BUILDINGS. 16.
- 17. ALL MATERIAL TO BE USED ON THE RESTORATION MUST BE SUBMITTED TO SOCOTEC FOR APPROVAL PRIOR TO USE ON THE PROJECT
- CONCRETE COVER MUST BE IN ACCORDANCE WITH ACI 318-14 AS PRACTICALLY APPLICABLE TO EXISTING CONDITIONS UNLESS STATED OTHERWISE.





REINFORCING STEEL (REPRESENTATIVE) WITH SECTION LOSS OF 10% TO 25% **BEAM REPAIR**

NTS.

REINFORCING STEEL (REPRESENTATIVE) WITH SECTION LOSS GREATER THAN 25% BEAM REPAIR NTS.

www.Socotec.us Phone: (941) 702 4520 Code. Ճ Osprey lorida Building SOCOTEC <u>N</u> DETAILS ASSOCIATION 3377 EAM/EDGE FLORIDA ô ES/B BOULEVARD STORATION NOT ARK BOULEV SEMINOLE Ш $\overline{\alpha}$ o the best of my know 4 of $^{\circ}$ Sheet

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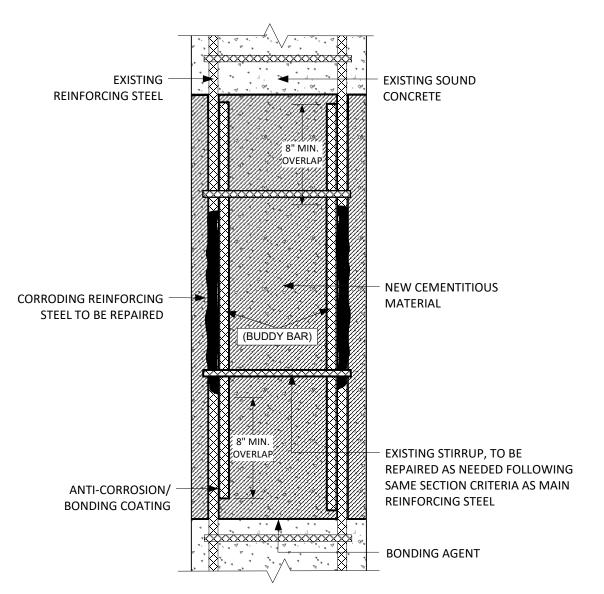
PROJECT

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REINFORCING STEEL (REPRESENTATIVE) WITH SECTION LOSS OF 10% TO 25% COLUMN REPAIR

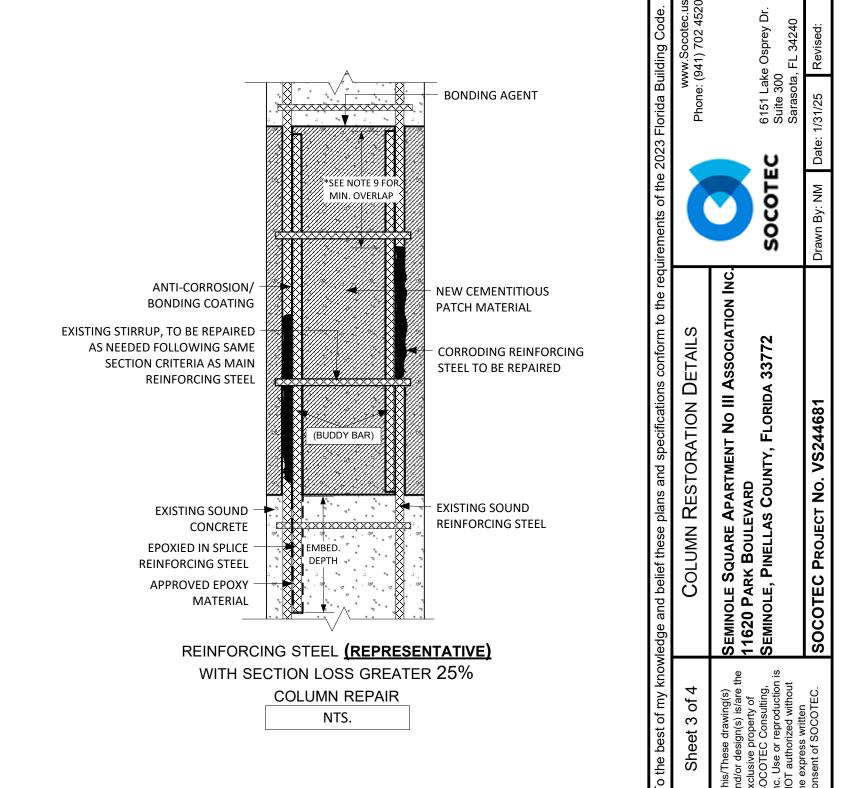
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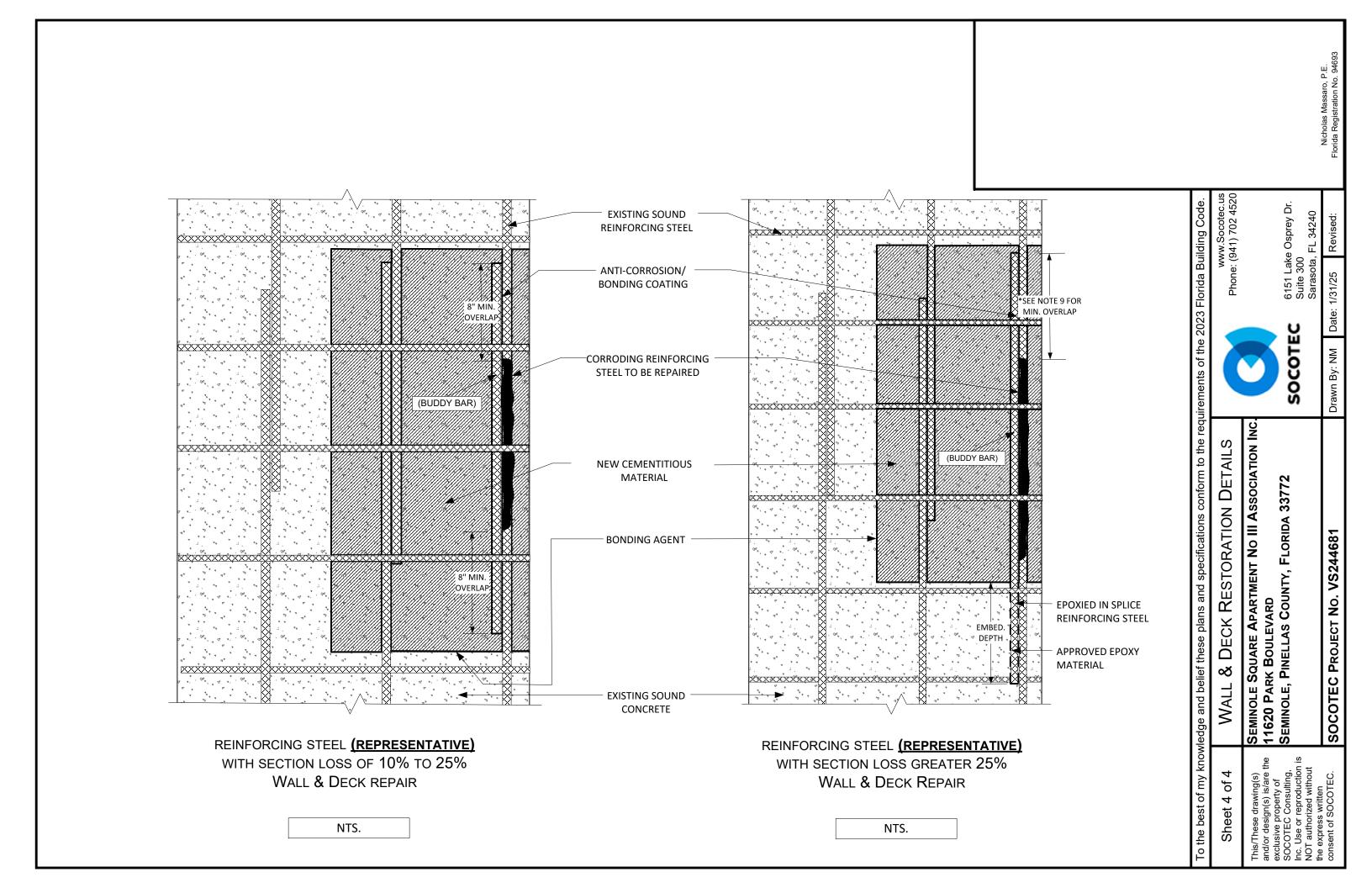
Specified concrete cover for cast-in-place nonprestressed concrete members

Member	Reinforcement	Specified cover, in.
All	All	3
Exposed to weather		2
or in contact with ground All	No. 5 bar, W31 or D31 wire, and smaller	1 ½
Slabs, joists, and		1 ½
Not exposed to walls weather or in contact	No. 11 bar and smaller	3/4
Beams, columns, pedestals, and tension ties	Primary reinforcement, stirrups, ties, spirals, and hoops	1 ½
	All All Slabs, joists, and walls Beams, columns, pedestals, and	All No. 6 through No. 18 bars All No. 5 bar, W31 or D31 wire, and smaller No. 14 and No. 18 bars No. 11 bar and smaller Beams, columns, pedestals, and tension ties stirrups, ties,

Specified concrete cover for cast-in-place prestressed concrete members

Concrete exposure	Member	Reinforcement	Specified cover, in.
Cast against and permanently in contact with ground	All	All	3
Exposed to weather	Slabs, joists, and walls		1
or in contact with ground	All other	All	1 ½
Not exposed to	Slabs, joists, and walls	ALL	3/4
weather or in contact with the ground	Beams, columns,	Primary reinforcement,	1 ½
pedestals, and tension ties	Stirrups, ties, spirals, and hoops	1	





ATTACHMENT C

11620 Park Boulevard, Seminole, FL 33772

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DIVISION 9 EXTERIOR PAINTING SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. Work required for this section includes surface preparation and field painting of all exterior items and surfaces.
- B. Do not paint non-painted or pre-finished items, finished metal surfaces, operating parts, or labels.
 - 1. Non-Painted items include:
 - a. Currently unpainted surfaces,
 - b. Pipes in the garage,
 - c. Enclosed screened lanais, and
 - d. Wall mounted light fixtures.
 - 2. Pre-finished items include:
 - a. Finished mechanical and electrical items,
 - b. Baked enamel coated items, or
 - c. Fluorocarbon coated items.
 - 3. Finished metal surfaces include the following:
 - a. Stainless steel.
 - b. Chromium plate,
 - c. Bronze or brass, and
 - d. Aluminum.
 - 4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators,
 - b. Linkages,
 - c. Sensing devices, and
 - d. Motor and fan shafts.
 - 5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment names, identification, performance rating, or nomenclature plates.

1.2 DEFINITIONS

- A. Consumer Line Paint: Paint products that are usually sold through normal retail outlets such as company paint stores and independent dealers.
- B. Exterior Painting: Generally includes surfaces located in unconditioned spaces.



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1.3 SUBMITTALS

- A. Product Data: Submit the following information for each paint system indicated including primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
 - 3. Certification by manufacturer that products supplied complies with local regulations controlling use of volatile organic compounds (VOCs).
 - 4. Product performance characteristics for paint materials upon request.

B. Detailed Painting Schedule:

- 1. Furnish "Detailed Painting Schedule" indicating type of surface, type of paint material, and number of coats required, as set forth in "Painting Requirements".
- 2. Submit brand designation and grade of indicated type produced by approved manufacturer for each application listed or required.
- C. Samples: For each color and material to be applied on representative samples of the actual substrate to be 10 inches by 10 inches.
 - 1. Provide stepped samples, defining each separate coat, including primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Meet Federal, State, and Local EPA requirements for maximum VOC.
- B. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this project. A firm whose work has resulted in applications with a record of successful in-service performance.



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C. Source Limitations: Field applied primers for each coating system from the same manufacturer as the finish coats.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to project site in manufacturer's original, unopened packages and containers bearing manufacture's name and label.
- B. Store materials when not in use in tightly covered containers, in a well-ventilated area, and at a minimum ambient temperature recommended by manufacturer. Maintain storage containers in a clean condition free of foreign materials and residue.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperatures of surfaces to be painted and surrounding air are between minimum and maximum range recommended by manufacturer.
- B. Do not apply paint during rain, fog, or mist, or when relative humidity exceeds 85 percent; or at temperatures less than five (5) degrees F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature and humidity limits specified by manufacturer during application and drying periods.

1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - 1. Quantity: Furnish the Owner with an additional 5 gallons, as appropriate, of each material and color applied.
 - 2. Label each container with color, color number, texture, and locations, in addition to manufacturer's label.



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PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. The following manufacturers listed are "preferred" and "acceptable". The preferred manufacturer is the Owners' choice. However, alternative products may be considered if and only if the acceptable manufacturer can supply evidence that the product is comparable and complies with all requirements of the Contract Documents.

Preferred

Sherwin-Williams Co. (Sherwin-Williams)

Acceptable

Benjamin Moore & Co (Benjamin Moore)
ICI Paint Stores, Inc. (ICI Dulux Paint)
PPG Industries, Inc. (Porter Paints)

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality "Consumer Line" 100% breathable acrylic paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other listed acceptable manufacturers.
- C. Colors: Colors to be selected by owner. Samples for each color to be submitted as indicated in 1.3 SUBMITTALS, section C.

2.4 PRIMERS

A. Existing painted concrete and masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.

Sherwin Williams Loxon Conditioner
Or Acceptable Manufactures' Equivalent

B. Raw concrete and masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.



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Sherwin Williams Loxon Primer Or Acceptable Manufactures' Equivalent

2.5 FINISH COATS

A. Low-Luster Acrylic Paint: Factory-formulated low-sheen (Satin) acrylic-latex paint for exterior application.

Sherwin Williams Duration® Exterior Satin Coating Or Acceptable Manufactures' Equivalent

PART 3 • EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application. Comply with procedures specified by the paint manufacturer.
 - 1. Proceed with paint application only after unsatisfactory conditions have been corrected in manner acceptable to installer and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, railings, and similar items already installed that are not to be painted (if required). If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. Replace deteriorated caulking around doors, windows, ornamental features, reveals, moldings, and any other exterior penetrations with an approved high-grade urethane sealant.
 - Pressure wash (or dry clean in non-wettable areas) all work areas to remove dirt, loose mortar, scale, salts, alkalis, oil, grease and other detrimental substances. Rinse well after cleaning and allow to dry.
 - 3. Remove mildew as required by washing with a solution of bleach and water. Thoroughly rinse with clean water and allow to dry.
 - 4. Correct defects and clean surfaces affecting work of this section. Remove existing coatings that are flaking or otherwise in an unacceptable condition to receive paint.



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- 5. Remove delaminated stucco and/or concrete and repair as required. Clean surface and apply a bonding compound before patching.
- 6. Fill hairline cracks (less than 1/16 inch), small holes, and imperfections with patching compound, then smooth patches to match adjacent surfaces.
- 7. Cracks greater than hairline width will require opening and thorough cleaning followed by filling with urethane sealant.
- 8. Remove or mask door numbers, fire pull switches, electrical plates, hardware, light fixture trim, and similar fittings before beginning painting operations.
- 9. Seal with coating acceptable to paint manufacturer any marks or defects that might bleed through paint finish.
- B. Surface Preparation: Prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition. Clean substrates of substances that could impair the bond of the various coatings.
 - 1. Provide barrier coats recommended by paint manufacturer over incompatible primers or remove and reprime.
 - 2. Cementitious Materials: Prepare surfaces to remove loose material, stains, and unsuitable surface conditions. Roughen, as required, to remove glaze.
 - a. Use mechanical methods of surface preparation recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests.
 - c. Do not paint surfaces where alkalinity or moisture content exceeds that permitted in manufacturers printed directions.
 - 3. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated, to remove foreign substances. Use solvent or mechanical cleaning methods that comply with manufacturer's recommendations.
 - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush clean with solvents recommended by paint manufacturer and touch up with same primer as the shop coat.
 - 4. Aluminum: Clean aluminum surfaces that have not been shop coated, to remove foreign substances. Follow preparation process that complies with manufacturer's recommendations.
- C. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
 - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.



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- 2. Use only thinners approved by paint manufacturer and only within manufacturer's recommended limits.
- C. Tinting: Tint prime coats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3. Provide finish coats that are compatible with primers used.
 - 4. Finish exterior doors on tops and side edges the same as exterior faces.
 - 6. Sand lightly between each succeeding enamel coat on metals.
 - 7. Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation.
 - 7. The number of coats and film thickness required are the same regardless of application method.
 - 8. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
 - 9. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 - 10. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 11. Ensure that edges, corners, crevices welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 12. Allow sufficient time between successive coats to permit proper drying.
- B. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve total dry film thickness of the entire system as recommended by manufacturer.



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- C. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed to view including on roofs.
- D. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction, spots, or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- F. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Owner may engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 - 2. If test results show material being used does not comply with specified requirements, Contractor shall remove non-complying paint from Project site, pay for testing, and repaint surfaces previously coated with the non-complying paint. If necessary, Contractor may be required to remove non-complying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

A. After completing painting, all window and door glass shall be cleaned. In addition, all paint-spattered surfaces will be cleaned. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces. Wash the glass on all exterior windows and doors.

3.6 PROTECTION

- A. Protect all areas against damage by painting. Correct damage by cleaning, repainting, repairing, or replacing. Coordinate corrections with Owner/OAR.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.



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3.7 EXTERIOR PAINT SCHEDULE

- A. Portland Cement Plaster: Provide the following finish systems over exterior Portland cement plaster:
 - 1. Satin Acrylic Finish: One finish coat over primer.
 - a. Primer: Tinted exterior concrete and masonry primer approved by paint manufacturer.
 - b. Finish Coat: Exterior acrylic paint.
- B. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.
 - 1. Acrylic Polyurethane Finish: One finish coat over a rust-inhibitive primer.
 - a. Primer: Exterior ferrous-metal primer.
 - b. Finish Coat: Water based alkyd urethane.
- C. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:
 - 1. Acrylic Polyurethane Finish: One finish coat over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer.
 - b. Finish Coat: Acrylic Polyurethane.
- D. Aluminum: Provide the following finish systems over aluminum metal surfaces:
 - 1. Acrylic Polyurethane Finish: One finish coat over an aluminum metal primer.
 - a. Primer: Exterior aluminum primer.
 - b. Finish Coat: Acrylic Polyurethane.



Concrete Restoration Project

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1	3	R	ID	FO	RI	VIS

Name of Bidder: Concrete Painting & Restoration CPR

We have received and reviewed a complete set of the BID DOCUMENTS entitled **SEMINOLE SQUARE APARTMENTS III – Concrete Restoration Project**, including Addenda (if any), prepared by SOCOTEC, and in submitting this bid agree to hold this bid open for 60 days after the date of receipt of bid, enter into and execute a Contract with the OWNER if awarded on the basis of this bid; and accomplish the work in strict accordance with the Contract Documents, perform the work in a good skillful manner, and to complete the work in accordance with the contract time identified on the Bid Form.

BASE BID SCHEDULE OF VALUE DESCRIPTIONS:

1. MOBILIZATION AND SET-UP:

Included in this Schedule of Value is all labor, equipment, permits, and fees associated with mobilization of all the necessary personnel and equipment to perform the scope of services. Also includes all dumpsters, port-a-lets, ladders, scaffolding, stages, drops, high-lifts, cranes, and any other equipment necessary to complete the required tasks.

LUMP SUM

\$4750.00

2. REPAIR OF DISTRESSED REINFORCED CONCRETE:

Included in this Schedule of Value is the labor and material costs necessary to clean/remove the corroded reinforcing steel, add steel, if necessary, coat the steel and concrete with an appropriate anti-corrosion/bonding agent, recast the concrete, and attach any removed items. The scope of work for this item includes all areas of distressed concrete as seen on Attachment A.

ASSUME BASE BID OF 15 CUBIC FEET \$8450.00

ADD/DEDUCT PER CUBIC FOOT Min 1 CF / \$425.00

3. REPLACEMENT OF STUCCO AND PAINTING FROM VARIOUS AREAS OF CONCRETE REPAIRS:

Included in this Schedule of Value is the labor and materials necessary to replace the stucco removed in the areas where concrete repairs were performed. Stucco shall be replaced following the application of an appropriate bonding agent. The repaired stucco shall match the texture of the surrounding stucco. Included in this Schedule of Value is also all the labor and material costs for surface preparation, priming, and painting of the newly applied stucco required to obtain the paint manufacturer's 10-year warranty for product and labor. The painting shall consist of one coat of SW Loxon primer and one finish coat SW Duration. CONTRACTOR'S bid shall only include the painting of the new stucco replaced in the areas where concrete repairs were performed. The paint shall match the color of the existing paint.

ASSUME BASE BID OF 50 SQUARE FEET \$29.50

ADD/DEDUCT PER SQUARE FOOT Min 6 SF / \$28.50

4. DE-MOBILIZATION

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and site restoration.

LUMP SUM | \$1200.00

5. HURRICANE: DE-MOBILIZATION RE-MOBILIZATION (IF NECESSARY):

Included in this Schedule of Value is all labor and equipment associated with de-mobilization and remobilization in the event of a hurricane landfall in the immediate proximity to the project location. Any demobilization must be authorized by OAR or the Board.

LUMP SUM

\$1200.00

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I certify that this bid is made without prior understanding, agreement, or connection with any corporations, firms, or persons submitting a bid for the same materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I further certify that this bid is made without prior understanding, agreement, or connection with any member of **SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC.**, and I agree to abide by all conditions of this bid package and certify that I am authorized to sign this bid for the proposer.

is a Partnership / Sole Proprietorship / Joint Venture / Corporation (claws of the State of whose Principal Office is located at711 Wesley	ircle one) organized under the y Ave Suite A Tarpon Springs FL
and whose telephone number is (<u>727)939-9393</u> and whose office are listed below:	ers and or managing partners
President: Donny Morelock Owner / President	
Vice President:	**************************************
Secretary:	
Treasurer:	
Authorized Signature:	
Type/Print Name: Donny Morelock Owner / President Da	ate
STATE OF FLORIDA, COUNTY OF PINELLAS	
Title:	
(CORPORATE SEAL)	
STATE OF FLORIDA, COUNTY OF PINELLAS The foregoing instrument was acknowledged before me by means online notarization this day of 3/12/25, 2025 by David Moser	
He/she personally known to me or has produced as identification and	ne and title) d who did/did not take an oath.
Notary Public (Signature):	
(Printed or typed name): David Moser	Notary Public State of Florida David Moser My Commission HH 631847 Expires 1/27/2029

1.0 BIDDING REQUIREMENTS Seminole Square Apartments III Concrete Restoration Project

SOCOTEC Project VS244681

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MISCELLANEOUS

A. Project Start Date:		** {	8 weeks from Co	ntract / Permit
B. Project Substantial Completion Date:			90 Days from S	tart
C . Man-power to remain on project full time:4	- 6 Man ci	rew		
D. Full time "On-The-Job" Superintendent: NAME:				
E. Principal in charge of project: NAME: Jeremy TELEPHONE NUMBER 727-939-9393	Desgagne			
F. Are you able to provide a Performance and Pay Additional cost to OWNER:1.5%			,	NO
G. Copy of Pinellas County License attached.	YES	х	NO	***************************************
H Proof of insurance attached	YES	х	NO	

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Identify below all suppliers and SUBCONTRACTORS proposed for the completion of the Work. Provide name and identify proposed work effort. Add additional pages as necessary.

SUPPLIER OR SUBCONTRACTOR INCLUDING MAILING ADDRESS, EMAIL, PHONE NUMBER, AND FACSIMILE NUMBER	PROPOSED MATERIAL OR WORK EFFORT
N/A	

Concrete Restoration Project

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CONTRACTOR'S QUALIFICATION STATEMENT

Provide a minimum of three (3) references where you have performed similar services to that you have proposed for this PROJECT (WITHIN THE PAST FIVE YEARS). Please list the following for each of the references:

PROJECT NAME	CONTACT NAME	TELEPHONE NUMBER
Referral link: https://midd.me/pcvZ		
Referral link: https://midd.me/pcvZ		

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MATERIALS LIST

MATERIAL LOCATION	SELECTED PRODUCTS	* SUBSTITUTE PRODUCT
Concrete Patch and Bonding Agent	Sikacrete 211 Sika Armatec 110 EpoCem	
New Stucco	Portland Cement Stucco	
New Stucco Surfaces	SW Loxon Primer SW Duration Satin	

SW = Sherwin Williams. * All substitute products must be equal or greater, are subject to approval, and must have latest technical data sheet with bid submittal.

