

Standard Form of Agreement Between Owner and Contractor Where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 27th day of August in the year of 2020.

BETWEEN the Owner: Villa Vista Condominium Association, Inc.

4700 Ocean Beach Boulevard Cocoa Beach, FL 32931

and the Contractor: All Florida Urethane

P.O. Box 410847

Melbourne, FL 32941-0847

The Project is: Polyurethane Foam System Reroofing

Villa Vista Condominium

4700 Ocean Beach Boulevard, Cocoa Beach, FL 32931

The Engineer is: Keystone Engineering and Consulting

18 Danube River Drive Cocoa Beach, FL 32931

The Owner and Contactor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner

Approximate start date is **November 02, 2020** for gravel removal **November 23, 2020** with equipment and materials mobilization

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

- **3.2** The Contract Time shall be measured from the date of commencement.
- **3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than **January 18, 2021**, with full and final completion by **January 25, 2021**, pending inclement weather, tropical cyclones, etc.

ARTICLE 4 CONTRACT SUM

- **4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be: **\$385,820** (and **0/100**) subject to additions and deductions as provided in the Contract Documents.
- **4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

See Attachment "A" for base bid

- \$358.500 Base bid
- -\$2000 Discount
- -\$8280 Granulated Walk Paths
- +\$28.500 Full Granulation
- +\$9100 Tower Roofs
- **4.3** Unit prices, if any, are as follows:

See Attachment "A"

- \$358,500 Base bid
- -\$2000 Discount
- -\$8280 Granulated Walk Paths
- +\$28,500 Full Granulation
- +\$9100 Tower Roofs

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

- 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contactor as provided below and elsewhere in the Contract Documents.
- **5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

- **5.1.3** Provided that an Application for Payment is received by the Engineer not later than the **25th** day of a month, the Owner shall make payment to the Contractor not later than the **5th** day of the **following** month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 10 days after the Engineer receives the Application for Payment.
- **5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- **5.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- **5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10%): Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document.
 - 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percent (**10**%);
 - 3. Subtract the aggregate of previous payments made by the Owner;
 - 4. Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document.
- **5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:
 - 1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (subparagraph 9.8.5 of AIA Document requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - 2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contactor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document.
- **5.1.8** Reduction or limitation of retainage, if any, shall be as follows:
- **5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

- **5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contract when:
 - 1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document, and to satisfy other requirements, if any, which extend beyond final payment; and
 - 2. a final Certificate for Payment has been issued by the Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

- **6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document.
- **6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document

ARTICLE 7 MISCELLANEOUS PROVISIONS

- **7.1** Where reference is made in this Agreement to a provision of AIA Document or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- **7.2** Undisputed Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is: Kevin Palm

Keys Property Management

5505 North Atlantic Avenue, Suite 207

Cocoa Beach, FL 32931

7.4 The Contractor's representative is: Don Smith

All Florida Urethane P.O. Box 410847

Melbourne, FL 32941-0847

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

7.6 Other provisions:

N/A

ARTICLE 8 ENUMERATIONS OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Attachment "A" contains unit quantities and prices.

- **8.1.1** The agreement is this executed 2007 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2007.
- **8.1.2** The General Conditions are the 2007 edition of the General Conditions of the Contract for Construction, AIA Document A201-2007.
- **8.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **June 30, 2020 (Addendum 1)**, and are as follows:

Document	Title	Pages

are as follows: Section Title Pages 8.1.5 The Drawings are as follows, and are dated June 30, 2020 (Addendum 1), unless a different date is shown below: Number Title Date Project Manual prepared by Keystone Engineering **8.1.6** The Addenda, if any, are as follows: Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8. 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows: None This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

All Florida Urethane

(Printed name and title)

(Printed name and title)

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and

Attachment A

Villa Vista

Keystone Engineering June 17, 2019

Full Roof Replacement

Roof Replacement

	A	В	С	D	E	F
1	Vi	lla Vista-Reroofing Project-Full Tearof	f-Install Nev	Polyu	rethane Foam an	d Coating System
2		<u>Item</u>	Est. Quantity	Units	Unit Cost	Extended Cost
3	1	Mobilization	1	EA	\$ 21,570 -	\$21,570 -
4	2	Drain Insert/Cover Replace	5	EA	\$ 5,100 -	\$ 5,100 -
5	3	Add External Drains-Boxes-Downspouts	4	EA	\$ 2,510 -	\$ 2,510 -
6	4	Remove Roof to Deck and Replace with PUF	1	LS	\$ 301,139 -	\$301,139 -
7	5	Recoat Parapet Wall-Inside and Top	1	LS	\$ 8,375 -	\$ 8,375 -
8		Relocate Mechanical Units to Existing Stands	DELETE	LS		
9	7	Replace Designated Roof Vent Covers	1	LS	\$5,826 -	\$ 5,826 -
10	8	Abandon and Cover Select Roof Accessories	DELETE	LS		
11	9	Add Granulated Walk Pads	1	LS	\$ 8280 -	\$ 8,280 -
12	10	Manufacturers 15 Year Warranty Fee	1	LS	\$. 20 -	\$ 5,700 -
13						
14					Base Bid Total	\$358,500 -
15						
16	11	Warranty Inspection Fee Annually	1	Yr	\$ -	Each Year
17	12	Electrical Work Needed at T&M rates				
18	13	Replace 9 above-Granulate entire Roof Surface	1	LS	\$ 28,500-	28,500
19	14	Replace 3 Tower Roofs-Mod Bit or PVC	1	LS	\$ 9.100 -	9,100
20	15	Repalce Pool Pump Room Roof-Mod Bit or PVC	1	LS	\$ 2,600 -	2,600
21	_					
23						
24			-			
25						

•	\$358,500	Base bid
•	-\$ 2,000	Discount

• -\$ 8,280 Granulated Walk Paths

+\$ 28,500 Full Granulation
 +\$ 9,100 Tower Roofs
 \$385,820.00 TOTAL

Attachment B

PROJECT MANUAL

FOR

POLYURETHANE FOAM SYSTEM REROOFING PROJECT

VILLA VISTA CONDOMINIUM ASSOCIATION, INC.

4700 Ocean Beach Blvd. COCOA BEACH, FL 32931

PREPARED BY

Keystone Engineering, Inc.

JAMES E. EMORY, P.E., S.I.
STATE OF FLORIDA SPECIAL INSPECTOR and
CERTIFIED PROFESSIONAL ENGINEER
#60965

June 17, 2020 Addendum #1 6-30-2020 See Notes on Bid Sheet and on Page 8

PROJECT DIRECTORY

PROJECT LOCATION: 4700 Ocean Beach Blvd.

Cocoa Beach, FL 32931

OWNER: Villa Vista Condominium Association, Inc.

4700 Ocean Beach Blvd. Cocoa Beach, FL 32931

PROPERTY MANAGER: Keys Property Management

5505 N. Atlantic Ave.

Suite 207

Cocoa Beach, FL 32931

Kevin Palm

Tel: (321) 784-8011

Email: Kevin@keysenterprise.com

PROJECT ENGINEER: James E. Emory, P.E., S.I.

Keystone Engineering and Consulting, Inc.

18 Danube River Drive Cocoa Beach, FL 32931

Tel: (321) 480-5840 Fax: (321) 459-2888 Email: jemorype@gmail.com

Office Email: KeystoneEngineering@cfl.rr.com

TABLE OF CONTENTS

COVER
PROJECT DIRECTORY
TABLE OF CONTENTS

<u>SECTION</u>	BIDDING AND CONTRACT DOCUMENTS
010	Invitation to Bid
020	Instruction to Bidders
030	Bid Form
040	General Conditions
SECTION	GENERAL PROJECT REQUIREMENTS
100	Project Description
101	Summary of Work
102	Provisions for Insurance
103	Payment and Progress Schedule
404	1 1 0'' 0 1''' 1 D 1 1

Job Site Conditions and Requirements
 Contractor Responsibility
 Owner Responsibility
 Safety and Public Convenience
 Product Delivery, Storage and Handling
 Submittals and Materials Approval

Section 010 - INVITATION TO BID

Invitation to Bid:

Notice is hereby given that the **Villa Vista Condominium Association** will accept bids for the Repairs and Recoating of their condominium building roof located at **4700 Ocean Beach Blvd.**, **Cocoa Beach, FL 32931**, as described in the Project Manual. Bid is by invitation only from pre-qualified selected Licensed Roofing Contractors.

A mandatory prebid conference will be held at the project site on Thursday June 25, 2020 at 10:30 am.

The Owner will receive <u>sealed proposals</u> from pre-qualified contractors until 2:00 PM on Wednesday July 15, 2020 delivered to the office of the Property Manager.

To obtain a project manual, contact Keystone Engineering at (321) 454-7300. Bid documents will be sent in advance. <u>Should a Bidder find discrepancies or ambiguities in, or omissions from, the plans and/or specifications, or should he be in doubt as to their meaning, the Bidder shall at once notify the Project Engineer for appropriate interpretation.</u>

If, in the opinion of the Project Engineer the question raised is of general interest or has the possibility of impacting the submission of the proposals by others, an interpretation will be issued in the form of an Addendum. Addenda, so issued, will be forwarded to all prospective bidders listed on the official bidders list maintained by the Project Engineer.

All Bidders shall acknowledge the receipt of each Addendum on his/her proposal in the space provided.

SECTION 020 - INSTRUCTIONS TO BIDDERS

GENERAL

To be entitled to consideration, proposals shall be made in accordance with the following instructions:

EXAMINATION OF THE SITE AND DOCUMENTS

Before submitting a proposal, the bidder shall:

- 1. Carefully examine the drawings and specifications as applicable.
- 2. Visit the site of the work and fully inform themselves of existing conditions and limitations.
- 3. Rely entirely upon their own judgment in preparing his proposal, and include in their bid a sum sufficient to cover all items required by the Contract.
- 4. Contractor is to verify any supplied bid quantities. Any variance in measurable quantities found, are to be brought to the attention of the Engineer prior to submission of bids. Change orders will not be considered for any variances in measurable quantities after the submissions of bids.

INTERPRETATIONS

- A. Questions regarding drawings and specifications should be addressed to the Project Engineer and will be answered by addenda addressed to all Bidders. Questions may be called in or faxed to Project Engineer (321) 459-2888.
- B. Neither Owner nor Consultant will be responsible for oral interpretations.
- C. Questions received less than 72 hours before the time set for Bid opening will not be answered.
- D. All Addenda issued during the bidding period will be incorporated into the Contract.

FORM OF BID (USE ENCLOSED BID SHEETS)

- A. Submit Bid in form furnished by Project Engineer without alterations in the form, or any recapitulation of the work to be done.
- B. Fill in all blank spaces in the form: sign in longhand.
- C. If Bidder is a partnership or co-partnership, each partner must sign; if a corporation, print name of state in which incorporated, followed by the signature or signatures of the person or persons authorized to sign, and the names of the offices they hold in the corporation.

ORAL AND TELEPHONE BIDS

Oral and telephone bids, or modification of bids, cannot be considered.

OWNER'S RIGHT

The Owner reserves the right to accept or reject any or all bids or any portion of bids on this project for whatever reason and without explanation. Contractors may be requested to participate in an interview with the Owners and Project Engineer following an evaluation of the bids. Owner may choose to complete project in phases or eliminate certain phases for this bid.

SUBSTITUTIONS

- A. Bids shall be based upon the articles and materials named in the specifications.
- B. Substitutions may be made with the bid under the following conditions:
 - 1. Bidders may submit, on a separate sheet enclosed with the Bid Form, a list of proposed substitutions which they are willing to guarantee, and stating the additions to or deductions from the Bid prices in case they are allowed.
 - 2. Technical data shall be submitted, as above.
 - The Owner reserves the right to reject all such proposals, and they will not be used to determine the low bid.

ALTERNATE BIDS

- A. Except as stated above, alternate bids other than those listed in the bid form cannot be considered.
- B. Failure to bid upon all items listed in the Bid Form may cause rejection of the Bid.

SUBMISSION OF BID

The Owner will receive <u>sealed proposals</u> from pre-qualified contractors until 2:00 PM on Wednesday July 15, 2020 delivered to the Associations Property Managers Office:

Keys Property Management
5505 N. Atlantic Ave.
Suite 207
Cocoa Beach, FL 32931

Attn: Kevin Palm

RE: Villa Vista Reroofing Project

Bid Sheet Page 1 of 4

Section 030- BID FORM:

PROJECT: Villa Vista Condominium

Polyurethane Foam Reroofing Project

Submit Bid to:

The Owner will receive <u>sealed proposals</u> from pre-qualified contractors <u>until 2:00 PM on Wednesday July 15, 2020</u> delivered to the Associations property managers office:

Keys Property Management 5505 N. Atlantic Ave. Suite 207 Cocoa Beach, FL 32931

Attn: Kevin Palm RE: Villa Vista Reroofing Project

Submit	ted by:
	Company Name
Date:	
The un	dersigned
A.	Acknowledges receipt of: 1. Project Manual for the VILLA VISTA POLYURETHANE FOAM SYSTEM REROOFING PROJECT
	2. Addenda numbers
B.	Has examined the Project site and Bidding documents
C.	Agrees:

- 1. To hold the Bid open for sixty (60) calendar days after the bid due date.
- 2. To execute a satisfactory contract with the owner and to submit required insurance certificates to owner within seven (7) days after notice of award.
- 3. Provide a Contractor Workmanship five-year non-prorated warranty for all labor and materials incorporated into the project. <u>Attach copy of warranty with bid forms.</u>
- 4. Provide a Manufacturers Labor and Material Fifteen-year warranty for all labor and materials incorporated into the project. <u>Attach copy of warranty with bid forms</u>. <u>Bidder acknowledges that he (she) is a manufacturer certified and approved applicator for the Systems proposed</u>.

Bid Sheet Page 2 of 4	
Bidder Name	

D. Contractor proposes to accomplish the work in accordance with the contract documents, best industry practices and following Florida building codes. The Base bid represents a stipulated sum for all costs of work total including: management, supervision, overhead, labor, materials, insurance, equipment, tools, permits, transportation and any individual costs incurred. Variable quantity bid items will be adjusted for actual volume of work competed, up or down, by the unit cost bid.

See Bid Forms Next Page

Addendum #1 Notes:

Existing Gas Line will be raised 24" above deck and placed on roof stands-BY OTHERS.

Bid Item #6 Relocation of mechanical units to stands, and installation of gooseneck hoods will be BY OTHERS.

Bid Item #8 is deleted.

Added Bid item 13, in lieu of bid item 9, to granulate the entire roof surface area.

Added Bid Item 14, to reroof the 3 stair and elevator tower roofs with either Granulated Mod. Bit. Or PVC with 1/4" per foot drainage and new perimeter flashing.

Added Bid Item 15, to reroof pool pump house (wood substrate) with either Granulated Mod. Bit. or PVC, with 1/4" per foot sloped to drain (to the east) with new perimeter flashing.

Roof Top Exhaust Fans (4 each)-Remove and Reinstall existing fan assemblies on curbs.

Trash Vents (2 Each)-Replace to match and to code using .050 aluminum.

AC Cover (2 Each)-Replace to match using .050 aluminum.

Replace existing vent covers on elevator tower to match with .050 aluminum.

Cut chases at lower parapet wall-4 locations-for through scupper drainage to added external drains (collector box and downspouts by others) and line with .050 aluminum flashing.

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

Bid Sheet Pag	je 3 of 4		
Bidder Name			

	Α	В	С	D	E	F
1	Vi	lla Vista-Reroofing Project-Full Tearof	ff-Install Nev	v Polyı	urethane Foam ar	nd Coating System
2		<u>ltem</u>	Est. Quantity	<u>Units</u>	<u>Unit Cost</u>	Extended Cost
3	1	Mobilization	1	EA	\$ -	\$ -
4	2	Drain Insert/Cover Replace	5	EA	\$ -	\$ -
5	3	Add External Drains-Boxes-Downspouts	4	EA	\$ -	\$ -
6	4	Remove Roof to Deck and Replace with PUF	1	LS	\$ -	\$ -
7	5	Recoat Parapet Wall-Inside and Top	1	LS	\$ -	\$ -
8	6	Relocate Mechanical Units to Existing Stands	DELETE	LS		
9	7	Replace Designated Roof Vent Covers	1	LS	\$ -	\$ -
10	8	Abandon and Cover Select Roof Accessories	DELETE	LS		
11	9	Add Granulated Walk Pads	1	LS	\$ -	\$ -
12	10	Manufacturers 15 Year Warranty Fee	1	LS	\$ -	\$ -
13						
14					Base Bid Total	\$ -
15						
16	11	Warranty Inspection Fee Annually	1	Yr	\$ -	Each Year
17		Electrical Work Needed at T&M rates				
18		Replace 9 above-Granulate entire Roof Surface	1	LS	\$ -	
19		Replace 3 Tower Roofs-Mod Bit or PVC	1	LS	\$ -	
20	15	Repalce Pool Pump Room Roof-Mod Bit or PVC	1	LS	\$ -	
21						
23						
24						
25						

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

E. Time and Material Work

Bid Sheet Page 4 of 4

	abor rate per hour for any work not considered in the above items, which does not ead well to unit pricing or cannot be successfully negotiated
	Hourly rate:
	Labor Mark up on Materials or Additional Subcontractors
F. S	chedule of Work-
4	. Start Date
5	. Total Calendar days to complete work
6	. Finish Date
7	. Attach description of anticipated workforce, number of stages/stacks worked on at a time, total manpower, etc.
G. List	of proposed subcontractors (the use of local subcontractors is encouraged)
	TRADE SUBCONTRACTOR NAME, ADDRESS AND PHONE#
1	·
2	•
Bidders Information	on:
Firr	n Name:
Bus	siness Address:
Tel	ephone:
Fax	C
E-N	fail:
Ву	
	Signature Type/Print Name
	Title
<u>Cor</u>	porate Seal

SECTION 040- GENERAL CONDITIONS OF THE CONTRACT

The contract document shall be the Standard Form of Agreement between the Owner and Contractor AIA A-101 2017 Edition. Payment Application shall use forms AIA G702 and G703.

The General Conditions of the Contract shall be AIA Document A201, 2017 Edition, and is incorporated into the Contract Documents by reference.

Contractor will be reimbursed any legal fees to amend/dispute language in the Documents listed above in preparation for execution of the Contract.

Additional Copies of these documents may be obtained from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, or from local AIA office.

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

SECTION 100

Project Description

The Villa Vista project consists of one residential, oceanfront, five-story condominium building apparently with conventionally reinforced concrete horizontal slabs. The building is estimated to be 40 to 50 years old with an existing aged, river rock ballasted, built up asphalt roofing system.

The roofs have had a number of repairs performed over the years, with varying degrees of success. At this time, the roofs are in need of full replacement.

The Association is considering and accepted bids from invited specialized roofing contractors for the full removal of the existing roof system to the concrete substrate, necessary surface preparation to accept the new roof application and the installation of a new foam roof system, average R value of 19, ranging from 6" thick at the high points to 1" thick at the drains, sloped to drain minimum 1/8" per foot and silicone protective coating system. The desire for this installation is to achieve a 15-year full system warranty from the manufacturer and to have minimal maintenance repairs over that duration.

This project requires, and the bidder accepts, the involvement of a certified manufacturer's representative as a requirement of the project performance. The designated manufacturer's representative shall be identified at the time of project award and shall be required to visit the jobsite as needed to achieve the stated warranty requirements. The designated representative shall also provide to the engineer a written report of each visit, confirming his (her) approval of the work performed to date by the manufacturer's approved contractor. This is to ensure manufacturer's warranty coverage will be secured at the end of the project. Progress payments approvals and releases will be dependent upon receipt of the manufacturers written approvals.

Acceptable Manufacturers for this project are:

LaPolla Industries 15402 Vantage Parkway E Suite 322 Houston, TX 77032 (888) 4-LAPOLLA

Gaco Western/Firestone 1245 Chapman Drive Waukesha, WI 53186 (800) 331-0196

GE Silicone

SECTION 101- SUMMARY OF WORK

All work to meet current, applicable building codes, industry standards and manufacturer's requirements including the industry standard set by the SPFA.

The contractor shall furnish all labor materials equipment, incidentals, supervision and insurances to install and complete the work items described in these documents, a summary of which follows.

The Contractor is to visit the site and become familiarized with the conditions present. The Contractor shall incorporate these conditions into the bids as to cover necessary costs for access, mobilization, debris removal and any other related project aspect. The Contractor will also be required to restore the site to its pre-construction condition, including replacement of sod, landscaping, parking lot damage, irrigation system damage and any other related Contractor caused issues.

1. Mobilization and General Conditions

Includes all costs of project related to permit process, on site storage and equipment, debris removal, dumpsters, building access equipment and all other costs not specifically covered by other bid line items. Access to the roof will be provided by stairwells. The elevators are not to be used to transport workers or materials to the roof. No storage is to occur in the stairwells.

2. Drain Insert and Cover Replace

The contractor shall install new drain inserts and drain covers at the existing five (5) internal roof drains, using Hercules RetroDrain or equal, with copper stem and flange for corrosive environments.

 Add External Drains/Scupper Boxes/Downspouts – Collector box and downspouts by others.

In order to achieve proper targeted drainage of 1/8" per foot, it is intended to add four (4) additional external drains. These drains will be strategically located, two on the east elevation and two on the west elevation. The scope involved for the added drains shall include, cutting the parapet wall and installing a scupper sleeve using .040 aluminum flashing to transition from the roof to the scupper box, the installation of a scupper box to the exterior wall, properly flashed to the scupper sleeve, and a 6" downspout to the ground. All components shall be .050 aluminum.

4. Roof System Removal and Replacement-Polyurethane Foam and Coating

The existing main roof system shall be removed to the concrete substrate, and the substrate prepared as necessary to accept the new roof installation. All removed roofing systems shall be lowered to the ground using a chute or crane box, to a dumpster. The roof removal termination and any exposed penetrations shall be night sealed at the end of each work day.

The roof shall be removed and replaced in segments to minimize the duration between the removal of the existing roof and the new roof base foam installation. No area should exceed 5 working days exposure between the removal of the roof and the installation of the foam.

Foam applied shall be in lifts ranging from 1" minimum to 2" maximum thickness and shall not be applied to a feathered edge. A suggested sloping plan for drainage is provided on the separate drawing provided which includes tentative added locations for external drains. The foam shall be sprayed up the perimeter walls at least 8" where possible.

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

The polyurethane foam utilized on the project shall have the following minimum physical characteristics:

Two Component Closed Cell Polyurethane

Aged R-Value 6.5 per inch ASTM C-518

Compressive Strength 45-55 psi ASTM D-1621 @ 40 minutes

Core Density 2.7-2.9 lbs/CF ASTM D-1622

Closed Cell Content >90% ASTM D-2856 @ 90 minutes
Tensile Strength 75-85 psi ASTM D-1623 @ 60 minutes
Water Absorption .44 ASTM D-2842 (1.0 Max per volume)

Water Vapor Permeability 74 degrees F Perm Inch 1.14 @ 1" ASTM E-96 2.5 max Dimensional Stability 28 days @ 158 degrees F 98% RH 1.20 ASTM D-2126

After the final layers of polyurethane foam are installed in a given area, the roofs shall be fully recoated with the manufacturer's 15 year, minimum 22 mils dry film thickness silicone roof system applied in two coats to include all required surface prep, primers and other steps necessary to achieve the warranty requirements of the manufacturer on a fixed cost lump sum basis. The coating shall cover the entire roof surface and up the inside parapet walls to a straight horizontal line at least 4" above the foam termination or to the top of the perimeter wall, whichever is possible. This work includes the main roofs and the upper smaller roofs. Included in the coating and prep, the contractor shall ensure all refrigerant lines are sealed at the roof penetrations, all AC stand legs are properly flashed and sealed and all other penetrations are sealed properly.

The silicone coating system shall meet the following minimum physical characteristics:

Color WHITE		
Tensile Strength	245 psi (+/- 25)	ASTM D412
Elongation	235% (+/-10)	ASTM D412
Hardness Shore A	37 (+/-2)	ASTM D2240
Permeability	10.7 U.S. Perms @ 20 mils	ASTM E-96
Oalida bu Wainbt	070/ (+/ 0)	ACTM DACAA
Solids by Weight	67% (+/-3)	ASTM D1644
Solids by Volume	92% (+/-3)	ASTM D2697
Weight per Gallon	10.3 (+/2)	ASTM D1475
Viscosity (cps)	110 K.U. (+/- 8)	ASTM D562

5. Parapet Wall Coating

The inside of the parapet walls and top of the parapet walls shall be coated with two coats of elastomeric coating, Sherwin Williams Conflex or equal, 20 mils dry film thickness, above the silicone foam protective coating. The parapet coating shall be installed at a crisp horizontal line above the roof coating and shall closely match the building color.

6. Mechanical Units-BY OTHERS

PRECONDITION SURVEY: The contractor shall perform a detailed and comprehensive condition survey of the condenser unit prior to commencement of any work. The survey is to include photographs depicting visible conditions such as coil degradation, fan motor serviceability, line pressures with gauges in-place, and cabinet in regards to corrosion, to name a few examples. The contractor is to provide their professional opinion in writing if a concern exists about re-installation of a specific condenser. The report is to be in a three-ring binder and submitted for engineers review to determine if any units cannot be properly re-installed to achieve a safe and Code Compliant application. The report shall be submitted no less than 14-working days before start date of work to allow for the

Association to communicate with Owners where condensers may not be in a salvageable condition for re-installation.

CONDENSOR MECHANICAL UNIT RELOCATION TO STANDS: <u>The Association has installed elevated aluminum hurricane stands previously, which are currently in place. The majority of the units remain on the original wood sleepers, and have yet to be relocated to the new stands. As part of this reroofing project, the remaining units are to be moved to the aluminum stands and the wood sleepers will be permanently disposed of as part of the roofing removal process.</u>

Contractor acknowledges all ac units will be pumped down and re-started to attain an operable condition in the same workday unless specific conditions are documented that created non-compliance.

- A) Carefully remove and store salvageable mechanical units after properly pumping down or recovering refrigerants in accordance with all applicable environmental requirements.
- B) Dispose of all copper line sets, Armaflex insulation, high and low voltage control wiring and conduits from the roof penetrations. Existing service disconnects and fuses are to be salvaged.
- C) Install unit on existing installed aluminum mechanical stand assemblies. Existing units are assumed to be properly installed. This will be verified during the roof removal process and any required actions will be determined in real time.
- D) Re-install existing condenser units, or replacement condensers as directed, following all Mechanical Code Standards with new copper line dryers if dryers are installed at the roof rather than the air handler. Include four approved by submittal commercial grade antivibration pads at each condenser-to-stand connection.

Includes new hard drawn copper line sets following geometric angles to parallel all stand rails with new refrigerant line insulation installed per manufacturers written installation instructions. Include Armaflex or equal insulation taped or glued at all joints in accordance with manufacturer's installation criteria. Supplemental support rails shall be aluminum or stainless steel installed with stainless steel fasteners. Any cross members required to accommodate condenser units smaller in width than the center-line requirement of the I-beams of the stand NOA are included and shall be same dimensions as the I-beams and thru-bolted with stainless steel connections.

Install new high and low voltage conductors and conduits from the junction boxes to the respective condenser in accordance with NEC Guidelines.

All condenser units and disconnects to have a permanent labeling method used to provide full identification of the Unit number. Perform a start-up of the system and verify proper operation exists the same day as the start-up with Board, Management, Maintenance or consultants as a third-party witness. The results of the start-up will be filled out on dated formal inspection sheets denoting all discrepancies should they exist with inspectors and observers' signatures.

- E) Install new aluminum engineered clips and/or 2" stainless steel strapping in accordance with the stand drawings using all 18-8 / 316 SS fasteners.
- F) <u>Include all new Goose Neck Hoods, fabricated and installed, at all line chase boxes,</u> using .040 aluminum minimum.

General Notes

All installed fasteners shall be 300 or 400 series stainless steel approved by submittal to engineer.

All penetrations at chase boxes or goose neck vents shall be removable for maintenance work and fully sealed with spray polyurethane foam or approved equal method, and suitably protected from UV degradation with coatings or metals.

7. Replace Designated Roof Vent Covers

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

Replace all designated Roof Vent covers, fabricate and install, using minimum .040 aluminum. Locations will be located and highlighted on the plans provided separately and identified during the prebid.

8. Abandon and Cover Select Roof Accessories-See addendum #1 list

Abandoned roof accessories and covers are to be removed and disposed of and roofed over with the new roof. Items for disposal will be located and highlighted on the plans provided separately and identified during the prebid.

9. Add Granulated Walk Pads-Option to granulate entire roof

As an Association considered option, install a 36" wide, granulated, non-skid walk surface for the entire perimeter of all of the AC Banks with a path from the roof access doors. The granules shall be embedded in an additional coat of silicone protective coating in accordance with the manufacturer's requirements.

10. Manufacturer's Warranty Fee

Any required payment for the 15-year SYSTEM labor and material manufacturer's warranty shall be identified on the bid sheet as a lump sum cost. The manufacturers 15 year, along with the contractors 5-year workmanship warranty shall be provided as samples attached to the bid sheets.

11. Warranty Inspection Fee Annually

The contractor shall provide the annual cost for the warranty inspection as required by either the manufacturer, contractor or both in order to maintain the warranties in effect for the duration of the 10 and 15 year warranty periods respectively.

12. Electrical Work

Any electrical work needed, beyond the anticipated work identified for the mechanical units, shall be performed by a licensed electrician following NEC requirements, and coordinated by the roofing contractor at the T&M rates quoted as a cost-plus item.

Staging and Project Duration

1. Staging of the work

The work will be performed in a sequence that is suitable to the contractor and to fully expedite the work in an efficient manner that does not compromise the quality of work. The contractor must demonstrate an effort to sequence the work with minimum inconvenience and interruption of the tenants, owners and building occupants.

2. Schedule

To be determined based on contractor availability and Association funding. In general the Association would like to initiate the project asap.

3. Contract

The contract documents will include a standard AIA contract between Owner and Contractor with appropriate attachments and references.

SECTION 102- PROVISIONS FOR INSURANCE

102-1 Without limiting any of the liabilities obligations of the Contractor, the Contractor shall furnish to the Owner a duly executed Certificate of Insurance, stating that the following types of insurance coverage and limits are in force and that insurance will not be canceled without ten (10) days prior notice to the Owner by the Insurance Agent.

A. Commercial General Liability:

General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	
Owners and Contractors Protective	\$2,000,000.00
Each Occurrence	\$1,000,000.00

B. Automobile Liability:

Combined Single Limit/Each Occurrence	
Bodily Injury/Property Damage	\$1.000.000.00

C. Excess Liability Umbrella:

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

D. Worker's Compensation and Employers Liability:

Each Accident	\$1,000,000.00
Disease Each Employee	\$1,000,000.00
Disease Policy Limit	\$1,000,000.00

Contractor shall indemnify and hold harmless the Owner, Engineer and his agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense are caused in whole or in part by any negligent act or omission on the part of the Contractor, any subcontractor, or anyone directly employed by the Contractor.

SECTION 103- PAYMENT AND PROGRESS SCHEDULE

- **103-1** The Contractor shall submit a schedule of estimated construction progress within ten (10) days of award of the contract
- **103-2** The schedule shall be in the form of a bar chart and shall adequately annotate all activities and start/finish dates
- 103-3 The schedule shall be updated upon the submission of each application for payment on a monthly basis. No applications and certificates for payment will be approved without being accompanied by the updated progress schedule.
- Payment Requests (and back-up data for billings) are to be submitted to the Engineer at project milestones, but not more often than every two weeks. Billings will be in the form of a G702/703 pay application and shall be set up to match the bid sheet items and unit costs. Progress billings may include progress payments for work completed and stored materials for long lead items. Within 7 working days, the Engineer will review the pay request and either approve payment amount, request additional information or modify the payment amount due. Within 10 days of the Engineer approved payment request, the Owner will provide payment to the Contractor. The Contractor shall include appropriate lien releases for each payment including from all sub-contractors and suppliers.
- 103-5 A 10% retainage shall be held back on each pay application cumulatively until the project is fully compete, accepted by the engineer and owner, and all supplier releases and warranties are in hand.

SECTION 104 – JOB SITE CONDITIONS AND REQUIREMENTS

- 104-1 Hours of Construction Operation: Monday through Friday <u>7:30</u> a.m. to <u>5:00</u> p.m. with the exception of national holidays. No work is permitted on Saturday or Sunday, unless otherwise designated by Owner. Noisy activities are not permitted until after 8:00 a.m.
- 104-2 Parking: The Contractor's personnel are authorized to park in areas designated by the Owner.
- **104-3** Construction Trailers: One construction trailer shall be permitted to remain in overnight on the site at a location designated by the Owner for the duration of the contract.
- **104-4** Dumpster: One dumpster is permitted on site at a location designated by the Owner and shall be provided by the Contractor
- **104-5** Portable Toilets: Portable toilets are permitted on site. Yes <u>X</u> No _____. in a location as designated by the Owner.
- 104-6 Clean Up: The job site shall be left free of debris at the end of work each day. The dumpster shall be emptied on a scheduled basis. The dumpster shall not be filled above top sides.
- 104-7 Contractor Use of Premises: Limit use of the premises to areas indicated; allow for Owner occupancy and use by the public.
- **104-8** Confine operations to areas within limits indicated. Portions of the building beyond areas in which work operations are indicated are not to be disturbed.
- 104-9 Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.
- 104-10 Use of the Existing Building: Maintain the existing building on an operational condition throughout construction. Repair damage caused by construction operation. Take precautions necessary to protect the building and occupants during the construction period.
- **104-11** Stairways shall not be used for storage and shall be kept clean and free of debris at all times
- **104-12** Full Owner Occupancy: The Owner will occupy the site and existing building during the entire period of construction. Cooperate with the Owner to minimize conflicts and facilitate Owner usage. Perform the work as so not to interfere with the Owner's operations.
- **104-13** Contractor shall remove all material, equipment, and debris from the premises within five (5) working days from final inspection by Consultant and Owner.
- **104-14** Rubbish shall be lowered by the way of chutes, taken down on hoists, or lowered in receptacles. Under no circumstances shall any waste be dropped or thrown from one level to another outside the building.
- 104-15 Care should be taken by workmen not to mark, soil, or otherwise deface finished surfaces. In the event that finished surfaces become defaced, clean and restore such surfaces to their original condition.

Villa Vista Condominium, Cocoa Beach, FL Polyurethane Foam System Reroofing Project

- **104-16** Contractor must coordinate with Owner for the protection of automobiles while work is in progress to safeguard against possible damage to any vehicles.
- 104-17 The responsibility for the removal and reinstallation of external ladders, mechanical equipment etc. Other devices must be determined prior to commencement of the work and a policy agreed between the Owner and Contractor that is both practical and equitable for this purpose. The policy to be adopted shall form an amendment to the contract.
- **104-18** The pool area must remain accessible as best as possible during the project. The contractor is responsible to erect necessary safety equipment to allow pedestrian access from the building to the pool and ensure pool availability, unless safety dictates otherwise.
- 104-19 Contractor is to restore all landscaping that is damaged or relocated for project needs, including sod, mulch, soil, trees and shrubbery at the owners cost and discretion pursuant to the markup percentage quote in the bid sheet. Association may opt to seek outside services for landscape restoration.

SECTION 105 – CONTRACTOR RESPONSIBILITY

- 105-1 Contractor shall maintain his own credit standing for material purchases in accordance with terms set forth by suppliers and shall supply lien releases when Notice to Owner has been filed by the Contractor and/or his suppliers.
- **105-2** Contractor shall properly maintain payrolls and pay related taxes and insurance as required.
- **105-3** Contractor shall pay sales tax levied on materials at the point of purchase.
- 105-4 Contractor must be duly licensed by the governing body of the area in which the facility is located, and obtain all required permits for the work involved. Negligence in obtaining proper permit resulting in a fine shall be the total responsibility of the Contractor.
- 105-5 Contractor shall employ competent superintendents, foremen, and workmen. Contractor shall remove any person employed in the job that shall conduct himself improperly or be deemed incompetent or negligent in the performance of his duties by the Contractor.
- **105-6** Contractor shall see that personnel employed on the job are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facility
- 105-7 Contractor shall provide the Owner with safety notices to be posted in conspicuous locations accessible to all residents/ guests. Notices shall remain posted for the duration of the construction contract and additional notices may be obtained on request.
- 105-8 Contractor shall take all reasonable precautions to protect adjacent surfaces, finishes, and properties. However, when the work, by its nature, involves activities that may result in potential damage: i.e., vibration of the structure or the creation of excessive dust, Contractor shall not be responsible for damages resulting from the normal and unavoidable circumstances of the work.
- **105-9** Contractor shall protect adjacent surfaces, finishes, and foliage from damage or staining during application.
- **105-10** Contractor will be responsible for providing window cleaning in the areas of work at the completion of that given area.
- **105-11** Other specific Contractor responsibilities may be as listed under Job Site Conditions and Requirements.

SECTION 106 - OWNER RESPONSIBILITY

- 106-1 Exterior work is to be performed from the exterior of buildings. However, in the event it becomes necessary to enter the building, Owner will, with 24-hour minimum notification, provide access and be in attendance for building entry.
- Owner will assign parking spaces to the Contractor for vehicles and equipment. Water and electricity use will be confined to common building sources only. Individual owner unit electricity and water is not to be used. Any modification of the utility source required will be the responsibility of the Contractor. Any utility source modified is to be restored to original condition at the end of the project unless otherwise approved by the Owner.
- 106-3 Owner will be responsible to remove or protect miscellaneous loose objects in the work area; i.e., potted plants, patio furniture, etc. If items are not removed, Contractor will take due care to protect them, but will not be responsible for any damages that might occur.
- Owner will be responsible for notifying all concerned of the work being performed in order to avoid any injuries or damages to personal property. Areas of possible overspray or dripping of material will be marked off and signs will be erected by Contractor. Owner will be responsible for enforcement of restricted areas, and no compensation will be paid by Contractor for damages or injuries occurring within the zoned areas.
- 106-5 It will be the responsibility of the Owner to perform any trimming or pruning of foliage which will interfere with the contracted work. Although Contractor will take all reasonable precautions for the protection of plants, Owner shall be responsible for assessment of potential plant damage resulting from unavoidable exposure to fumes and/or residue of materials. Plants that would recover naturally in time shall be done at the discretion and expense of the Owner.
- 106-6 Owner shall be responsible to advise residents/tenants, neighbors of potential damage situations that may occur in the normal course of the work, such as vibrations or excessive dust, and will assume responsibility for any claims for damages resulting from normal and unavoidable circumstances of the work.
- The Owner shall furnish electrical power (110-volt) and water for the Contractor's use. Any modification to the source of electricity is the contractor's responsibility. Drinking water is to be furnished by the Contractor.

SECTION 107- SAFETY AND PUBLIC CONVENIENCE

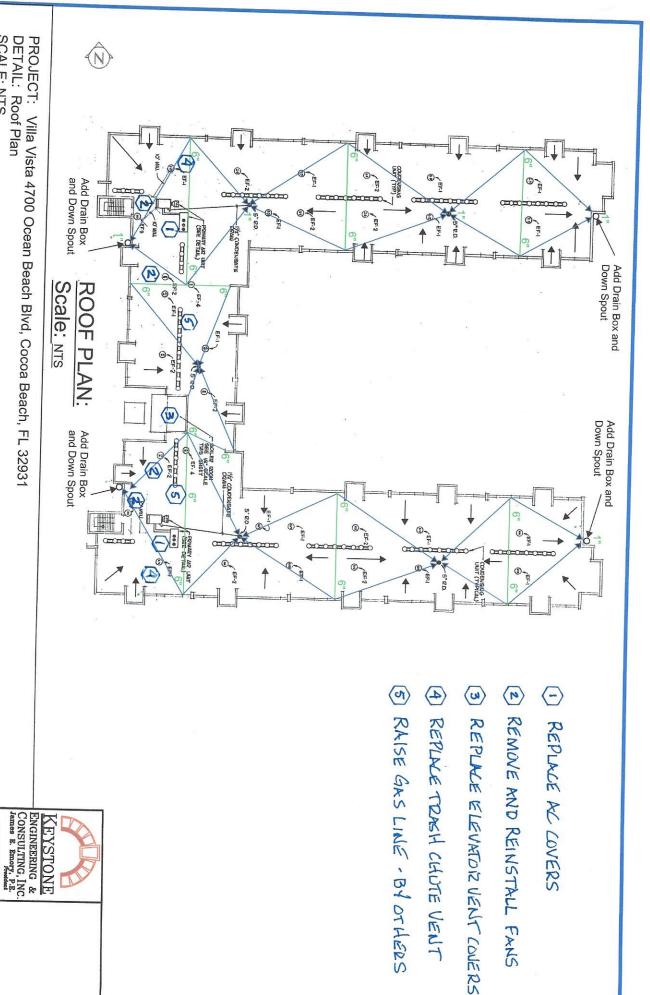
- 107-1 Contractor shall mark off and erect signs in areas where overspray/dripping or hazardous conditions may occur. No damages will be paid for items or vehicles located or parked within the zoned areas. Contractor shall not be liable for injuries or damages to persons disregarding signs or barriers.
- 107-2 Contractor shall be responsible for safety administration on the job including tools, equipment, and work methods and must be in compliance with all OSHA safety regulations.
- **107-3** Contractor shall comply with applicable noise abatement and work hour ordinances.
- 107-4 In the event of discovery of Asbestos materials incorporated in the construction of the building it shall be the responsibility of the Owner to determine and execute the necessary action to comply with safety and environmental regulations.
- 107-5 The Contractor shall provide and maintain all equipment, such as temporary stairs, ladders, ramps, runways, chutes, etc., as requested for the proper execution of the work.
- **107-6** The Contractor shall secure all stages, ladders and other equipment, materials and supplies at the end of each work day.
- **107-7** All such apparatus, equipment, and construction methods shall meet all requirements as set by local, state, or federal laws applicable thereto.

SECTION 108 - PRODUCT DELIVERY, STORAGE, AND HANDLING

- 108-1 Deliver all materials to job site in unopened container, bearing Manufacturer's brand, product name, product number, batch number, and designated color.
- 108-2 Store materials and equipment at the site in a properly ventilated and secured trailer in an area assigned for this purpose by the Owner. Perform all receiving, opening, and mixing in this location.
- 108-3 Comply with Manufacturers recommendations as to environmental conditions under which materials can be applied. Protect adjacent surfaces from spattering or overruns using adequate drop cloths, masking, etc., as necessary.
- 108-4 Repair or cause to be repaired any damaged surfaces that occur as a result of matters relating to paragraph 108-3 above.
- **108-5** Contractor must familiarize himself and his crew with MSDS information and ensure that his site staff has access to MSDS sheets for each product used.

SECTION 109 - SUBMITTALS AND MATERIALS APPROVAL

- **109-1** Color selections shall be made by the Engineer and Owner.
- **109-2** Materials other than those specified herein may be submitted to the Engineer, prior to bid date, together with sufficient data to prove equal-to or better-than qualities of materials specified.
- 109-3 Within 7 calendar days following the signing of the contract, or after the Owner has issued a notice to proceed with the work, the Contractor must submit a list of products to be utilized on the project. The Contractor must submit to the Engineer in the form of a three-ring binder which shall include all technical literature from each manufacturer for all products specified, including those approved by the Engineer and submitted prior to bidding.
- 109-4 Sample warranties must be included. Where the status of manufacturer's warranties has changed or differs from those specified, a statement must be included pertaining thereto.
- 109-5 Shop drawings must be prepared and submitted to the Engineer for review and approval prior to fabrication for any work requiring off-site manufacture and assembly. Such items may include metal flashing, etc.



SCALE: NTS

Tomas Ponce MSCE, PE FL PE#50068 Date: