



**GUARANTEED MAXIMUM PRICE**  
Construction Management (CM) at Risk Services on  
Continuing Contract for  
City of Oakland Park  
Project – L Shaped Building

Submitted February 11, 2021  
5391 N. Nob Hill Rd.  
Sunrise, FL 33351  
P: 954.923.4747  
Contact: Paul Carty  
[pcarty@statecontracting.com](mailto:pcarty@statecontracting.com)



1. Introduction Letter
2. Cost Summary
3. Qualifications
4. Bid Results Breakdown
5. Phasing/Staging Plans
6. Construction CPM
7. Bidders List
8. Drawings
9. Reports
  - a. Air Mazing Mold & Moisture
  - b. Roofing

# SECTION: 1.

INTRODUCTION LETTER



## INTRODUCTION

February 11, 2021

Ms. Sierra Marrero  
City of Oakland Park  
Department of Engineering & Construction Management  
5399 N Dixie Highway – Suite 3  
Oakland Park, FL 33334

**RE: Construction Management (CM) at Risk Services on Continuing Contract**  
**City of Oakland Park**  
**Guaranteed Maximum Price**  
**Project L Shaped Building**

Dear Ms. Marrero:

We are pleased to offer our GMP for \$463,421.00 for the work associated with the L Shaped Building. This proposal is inclusive of all work outlined by the attached qualifications and drawings prepared by State Contracting.

We look forward to working with the City to complete this project successfully.

Thank you for the opportunity.

Sincerely,

**State Contracting & Engineering Corp.**

A handwritten signature in blue ink, appearing to read "Paul A. Carty". The signature is stylized with a large, looping initial "P" and "A".

Paul A. Carty, LEED AP  
President



# SECTION: 2.

GMP PROPOSAL



# ESTIMATE SUMMARY

## Conceptual Estimate

### L Shaped Building at Park Place

ESTIMATE NO./REF. SCEC 02.12.21  
 TIME TO COMPLETE (days): 120  
 PROJECT NUMBER: TBD  
 LOCATION/OWNER: Broward/Oakland Park City of Oakla  
 BID DATE: TBD

1	2	3	4	5	6	7	8	9
Div. No.	CSI Cost Code	Bid Package	Description of Work	Total Bid Amount	Name of Bidder	Unit Measure	Unit	Cost Per Unit
<b>Division 01 - General Requirements</b>								
01	01 00 00	01100 ✓	General Conditions	54,816	Estimate	DY	120	456.80
01	-	01450 ✓	Testing Services	1	W/ Trades	LS	1	1.00
01	-	00360 ✓	Permits	1	By City	-	-	-
<b>Division 02 - Existing Conditions</b>								
02	02 40 00	02220 ✓	Selective Demo Mold & Moisture Demo	36,615	Estimate	LS	1	36,615.00
02	02 40 00	02220 ✓	Site Demolition		w/Concrete Shell	-	-	-
<b>Division 03 - Concrete</b>								
03	03 30 00	03300 ✓	Concrete Shell for Flood Barrier	13,390	SCEC	SF	0	--
<b>Division 05 - Metals</b>								
05	05 50 00	05500 ✓	Misc. Metals ( Guard Rails)	2,500	Allowance	LS	1	2,500.00
<b>Division 07 - Thermal &amp; Moisture Protection</b>								
07	07 51 00	07510 ✓	Built Up Bituminous Roofing	142,850	Advanced Roofing	SQ	100	1,428.50
<b>Division 08 - Openings</b>								
08	08 11 13	08100 ✓	Hollow Metal Doors & Frames	1	None	EA	45	0.02
<b>Division 09 - Finishes</b>								
09	09 90 00	09900 ✓	Exterior Painting	27,728	Color Factory	SF	91000	0.30
09	-	- ✓	Build Out	60,712	IGMAR	0	-	-
<b>Division 22 - Plumbing</b>								
22	22 00 00	15400 ✓	Plumbing	1	w/Build Out	SF	0	--
<b>Division 23 - Heating Ventilating and Air Conditioning</b>								
23	23 00 00	50114 ✓	HVAC -Duct Cleaning	17,060	Duct Detectives	SF	0	--
<b>Division 26 - Electrical</b>								
26	26 00 00	16050 ✓	Electrical	3,500	Unpurchased Scope	SF	0	--
<b>Division 31 - Earthwork</b>								
31	31 00 00	02300 ✓	Asphalt Patch	2,500	SCEC	AC	1.3	1,923.08
31	31 00 00	02360 ✓	Termite Control - Soil Treatment	1	None	SF	18000	0.00
<b>Division 32 - Exterior Improvements</b>								
32	32 00 00	0 ✓	Flood Barriers	39,555	Floodproofing	EA	3	13,185.00
<b>Estimate Sub Total Direct Cost =</b>				<b>401,231</b>				
ESTIMATE CONTINGENCY				2.500%	<b>10,031</b>	*City to Confirm		
GENERAL LIABILITY INSURANCE				1.200%	<b>4,935</b>			
BUILDERS RISK INSURANCE				0.000%	<b>0</b>			
<b>SUB TOTAL WITH INSURANCE</b>					<b>416,196</b>			
BOND				1.224%	<b>5,096</b>			
<b>SUB TOTAL WITH BOND</b>					<b>421,292</b>			
CM FEE					<b>42,129</b>			
<b>SUB TOTAL WITH FEE</b>					<b>463,421</b>			
<b>Estimate Grand Total =</b>					<b>463,421</b>			

## L Shaped Building at Park Place

ESTIMATE NO./REF. SCEC 02.12.21  
 TIME TO COMPLETE (days): 120  
 PROJECT NUMBER: TBD  
 LOCATION/OWNER: City of Oakland Park

1	2	3	4	5	6	7	8	9	10	11
Div. No.	CSI Cost Code	Enter Quantity	Unit	Description of Work	Unit Cost	Labor Burden	not used	not used	Total Unit w/Tax & Burden	TOTAL
<b>Construction Phase Fee (CM Staff)</b>										
01	01 30 00	0.50	Week	Project Executive	3,200.00	35%			4,320.00	\$ 2,160
01	01 30 05	2	Week	Project Manager	2,500.00	35%			3,375.00	\$ 6,750
01	01 30 15	1	Week	APM/Project Engineer	2,000.00	35%			2,700.00	\$ 2,700
01	01 30 20		Week	Superintendent	2,200.00	35%			2,970.00	\$ -
01	01 30 25	12	Week	Assistant Superintendent	1,500.00	35%			2,025.00	\$ 24,300
01	01 30 30	0.50	Week	Project Coordinator	1,200.00	35%			1,620.00	\$ 810
01	01 30 35		Week	Project Accountant	1,900.00	35%			2,565.00	\$ -
01	01 30 40	0.50	Week	Safety/Quality Control	2,200.00	35%			2,970.00	\$ 1,485
01	01 30 50		Week	LEED Coordinator	1,750.00	35%			2,362.50	\$ -
									-	\$ -

**Subtotal Direct Supervision CM Staff** \$ 38,205

Div. No.	CSI Cost Code	Enter Quantity	Unit Measure	Description of Work	Unit Cost				Total Unit w/Tax	TOTAL
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### General Conditions

#### Support - Field Staff

01		1	Month	Vehicle and Mileage - PM	1,000.00				1,000.00	\$ 1,000
01		3	Month	Vehicle and Mileage - Super	1,000.00				1,000.00	\$ 3,000
01			Month	Vehicle and Mileage - Assistant Super	1,000.00				1,000.00	\$ -
01		3	Month	Communications (cellular)	400.00				400.00	\$ 1,200
01	01 52 20		Month	Field Office Rental	1,000.00				1,000.00	\$ -
01	01 52 21		LS	Field Office Setup/Removal	3,000.00				3,000.00	\$ -
01	01 52 23		1	Field Office Furniture	1,000.00				1,000.00	\$ -
01	01 43 27		LS	Restore Staging Area					-	\$ -
	01 52 26		Month	Computer Systems	500.00				500.00	\$ -
01	01 31 02	3	Month	Postage & Courier	50.00				50.00	\$ 150
01	01 31 01	3	Month	Office Supplies	106.00				106.00	\$ 318
01	01 51 40	8	Weeks	Water, Ice and Cups	50.00				50.00	\$ 400
01	01 35 02	3	Month	Safety Supplies	79.50				79.50	\$ 239
01	01 52 16	3	Month	First Aid Supplies	79.50				79.50	\$ 239
01	01 35 03	1	Each	Fire Extinguishers	88.50				88.50	\$ 89
			LS	Copier/Printer/Fax	250.00				250.00	\$ -
01	01 30 03	1	LS	Blueprints & Copies	1,000.00				1,000.00	\$ 1,000

**Subtotal General Conditions** \$ 7,634

### Division 01 - General Requirements

#### Field Office & Yard

01	01 74 13	4	Week	Daily Cleanup	990.00	45%			1,435.50	\$ 5,742
01	01 95 02		Week	General Purpose Labor	900.00	45%			1,305.00	\$ -
01	01 95 03		Week	General Purpose Carpenter	1,100.00	45%			1,595.00	\$ -
01	01 43 27		LS	Restore Staging Area					-	\$ -
01	01 52 13		Month	Temporary Storage Containers	175.00				175.00	\$ -
01	01 52 13		Each	Temporary Storage (Delivery/Pickup)	300.00				300.00	\$ -
01	01 55 23		SY	Temporary Roads	15.00				15.00	\$ -
01	01 56 23		LS	Barricades	500.00				500.00	\$ -
01	01 56 26	300	LF	Temporary Fencing	3.50				3.50	\$ 1,050
01	01 56 26		Each	Temporary Fence Gates	600.00				600.00	\$ -
01	01 56 29		LF	Temporary Wind Screen	3.00				3.00	\$ -
01	01 56 39		Each	Tree Protection	165.00				165.00	\$ -
01	01 57 13		LF	Silt Fencing	3.00				3.00	\$ -
01	01 58 13		LS	Job Signs	1,000.00				1,000.00	\$ -
01	01 32 33	3	Month	Progress Photographs	75.00				75.00	\$ 225

## L Shaped Building at Park Place

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 LOCATION/OWNER: City of Oakland Park

1	2	3	4	5	6	7	8	9	10	11
01	01 51 13		Month	Electric Charges	500.00				500.00	\$ -
01	01 41 22		Month	Temp Electric (Start up)	2,000.00				2,000.00	\$ -
01	01 41 22		LS	Temp Electric Hookup (FP&L)	500.00				500.00	\$ -
01	01 51 19	3	Month	Portable Toilets	170.00				170.00	\$ 510
01	01 51 36		Month	Water Charges	100.00				100.00	\$ -
01	01 51 36		LS	Water HOOK UP	500.00				500.00	\$ -
01	01 74 19	1	Load	Trash Dumpsters & Fees	450.00				450.00	\$ 450
01	01 35 13		LS	ID Badges					-	\$ -
01	01 35 53		Day	Security Guard Services					-	\$ -
01	01 35 01		Each	Safety Inspections	450.00				450.00	\$ -
01	01 35 04		LF	Safety Rails					-	\$ -
01	01 54 05		LS	Small Tools				-	-	\$ -
01	01 54 01		LS	Scaffolding				-	-	\$ -
01	01 95 01		LS	Misc. GC Expense	1,500.00				1,500.00	\$ -
01	01 45 26		LS	Permit Fees					-	\$ -
01	01 95 06		LS	Living Expenses					-	\$ -
01	01 74 23	1	LS	Final Cleaning	1,000.00				1,000.00	\$ 1,000
01	01 74 24		SF	Waxing Floors					-	\$ -
01	01 54 02		LS	Material Unloading					-	\$ -
01			LS	Bid Advertising Cost					-	\$ -
01	01 31 05		LS	Travel Expense (Tolls)					-	\$ -
01			LS	Misc. Grading/Site Cleanup	1,000.00				1,000.00	\$ -
01	01 74 25		LS	Trash Chutes					-	\$ -
01			LS	Pressure Cleaning					-	\$ -
01	01 45 16		LS	Quality Control Program					-	\$ -
01	01 32 16		LS	CPM Consultant					-	\$ -
01	01 32 23		LS	Survey & Layout	7500.00				7,500.00	\$ -
01	01 45 23		LS	Testing Fees					-	\$ -
Subtotal General Requirements										\$ 8,977
TOTAL										54,816

**SECTION:**

**3.**

QUALIFICATIONS



## QUALIFICATIONS

The following outlines the documents and general qualifications of our GMP proposal.

### Bid Documents as follows:

Construction Drawings prepared by State Contracting & Engineering Corp. Separate Roofing Drawings to be prepared by Roofing Subcontractor based on Roofing Report done by Turnkey Consulting.

Clarifications, qualifications, and exclusions stated by SCEC in this document take precedence over the Construction Documents.

### **Division 01 - GENERAL:**

1. Proposal does not include Builders Risk or Professional Liability Insurance.
2. All permit fees to be covered by the City.
3. No removal of asbestos or asbestos-containing materials is included. No lead paint removal is included.
4. SCEC will utilize water and power sources on the existing site with no sub-metering or utility consumption fees.
5. Scope of work is only defined by drawings attached.

### **Division 02 – EXISTING CONDITIONS:**

1. Demolition of existing areas containing mold and moisture impact which include:
  - a. Drywall in storage area of Bay 6
  - b. Drywall 2<sup>nd</sup> floor Bay 1
  - c. Drywall/Plywood in Electrical Closet Bay 1
  - d. 2<sup>nd</sup> Floor Restroom Bay 1
  - e. Restroom Bay 5
  - f. Wood framing Bays 5 and 6.
  - g. Demolition of wood stairs and loft in Bay 6.

### **Division 03 – CONCRETE:**

1. Concrete apron to be installed to allow for installation of flood barriers. Design based on attached sketch using a 12"x12" header curb.

### **Division 05 – METALS:**

1. Unpurchased Scope: Misc. Metals – Handrails may be required for existing HVAC equipment clearances on roof.

### **Division 07 – THERMAL & MOISTURE PROTECTION:**

1. Complete tear off and re-roof. Roofing will include shop drawings and permit package. Roofing to include new down spouts.
2. Seal all exterior windows.

**Division 08 - OPENINGS:**

1. No Doors/Hardware are included in this proposal.

**Division 09 - PAINTING:**

1. Exterior Painting limited to pressure clean, minor crack repairs, and paint.
2. Interior Paint is limited to Bay Wall and Drywall walls in Bays 6 and 5, Bay Walls in Bay 4, Drywall walls in Bay 1.

**Division 09 - FLOORING:**

1. Flooring is limited to like for like ceramic in restrooms to be demolished due to moisture/mold.
2. Carpeting is to be removed due to moisture/mold. Proposal includes sq ft cost to replace carpet.

**Division 09 – ACOUSTICAL TILE:**

1. Proposal includes replacing acoustical tiles that are moisture stained.

**Division 10 – SPECIALTIES:**

1. No Toilet Accessories are included in this proposal.

**Division 23 – PLUMBING:**

1. Plumbing is limited to 2<sup>nd</sup> floor restroom in Bay 1.

**Division 23 - HVAC:**

1. HVAC work is limited to Duct Cleaning.

**Division 26 – ELECTRICAL:**

1. Electrical is only included for removal and reinstall of electrical equipment in electrical closet to allow for mold remediation.

**Division 32 – FLOOD BARRIERS:**

1. Flood barriers to be installed per shop drawings.

# 4.

## SECTION:

BID RESULTS BREAKDOWN



## L Shaped Building at Park Place

Date of Bid:	TBD
Scope of Work:	Selective Demo Mold & Moisture
Bid Package Number:	02220
Cost Code:	02 40 00
Division:	02

**SUBCONTRACTOR |**

SCEC Estimate No/Ref:

Project Number:

Cost per SF:

[illegible]

**SELECTED SUBCONTRACTOR:** IGMAR Enterprise

IGMAR Enterprise

Estimate Prepared by: ES

Estimate Reviewed by: PAC

Notes:

1)

2)

3)

4)

5)



14113 Northwest 8th Street • Sunrise, FL 33325 • Phone: 954-451-8479

Charles League IV  
954-648-3933

1101 NE 40th Ct  
Oakland Park, FL 33334

**Print-date:** 2-10-2021

FL Contractors is a full service general contractor licensed and insured in the State of Florida. Our general contractor, has been licensed since 2009 and has successfully completed thousands of projects in South Florida.

At our core, we believe in teamwork, integrity, and commitment. Our company is employee owned and we believe in empowering people to succeed. There is an advantage in choosing FL Contractors for your projects, because all members of our team take pride in a job well done.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner accounting to specifications submitted, per standard practices. Our projects come with a 100% satisfaction guarantee we provide a minimum one year warranty on workmanship. All our installation technicians are manufacturer-certified in each product line we provide and undergo annual training to ensure quality installations.

The scope presented in detail on the next pages and can be easily amended per your request. We appreciate the opportunity to provide you a proposal on this project and look forward to hearing from you.

## Price Breakdown

### Mold Remediation

**Group Price: \$26,490.00**

Code	Title	Description
02-8533 Removal and Disposal of Materials with Mold	Mold Remediation	<p>Air Scrubber(s) - 9 Unit(s) X 14 Day(s)</p> <p>Dehumidifier(s) - 6 Unit(s) X 14 Day(s)</p> <p>Containment-SM - Large containment barrier with zipper 6mil heavy-duty visqueen Disposables &amp; Personal Protection Equipment (PPE) - Bays 5, and 6 under full containment with negative pressure - Bay 1 (Office) full decontamination of space, (2) containments in bathroom and low voltage closet - Fire Retardant 6mil visqueen, Respirator Filters, Face Masks, Gloves, Safety Glasses, and Suits per man-day</p> <p>Remediation - Remove and discard shower in office building - Remove and discard water damaged / mold damaged plaster walls and ceilings - Remove and discard water damaged / mold damaged wood framing and trim</p>

- Remove and discard water damaged / mold damaged carpeting
- HEPA Vacuum and Hand Sanitize using antimicrobial solution
- Perform anti-microbial fogging to affected area
- HEPA vac and damp-wipe bags prior to removal from containment

## Equipment Decontamination

- Wipe and sanitize each piece of equipment upon completion of

## Trash Removal

- Dump fee

**HVAC****Group Price: \$6,875.00**

Code	Title	Description
23-0010 HVAC Labor	Labor	<ul style="list-style-type: none"> <li>- Detach and reset air handler in bay 6</li> <li>- Supply and install new plenum for bay 6 HVAC unit</li> <li>- Supply and install new drain pan with float switch</li> <li>- Shorten AC duct in bay 6 and add new drop</li> <li>- (4) Flush and clean systems</li> <li>- (4) Sanitize and coat duct systems</li> </ul>

**Equipment Rental****Group Price: \$2,200.00**

Code	Title	Description
01-5410 Temporary Lifting & Hoisting Equipment	Scissor Lift	- Rent scissor lift

**Supervision****Group Price: \$1,050.00**

Code	Title	Description
01-3120 Jobsite Supervision	Supervision	<ul style="list-style-type: none"> <li>- Supply buildertrend owner portal with live calendar</li> <li>- Assigned project manager</li> <li>- \$35.00 per HR (Approx 30 Hrs)</li> </ul>

**Total Price: \$36,615.00**

*Any alteration or deviation from above specifications involving extra costs will be accepted only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. If not accepted within 15 days, this proposal may be withdrawn by FL Contractors.*

**Allowances:** an amount specified and included in the construction contract for a certain item of work (e.g., appliances, lighting, etc.) whose details are not yet determined. If the cost is less than the allowance amount, client will receive a deduction on final payment. If the cost of the materials is greater than the allowance amount, client is responsible to pay additional expenses prior to final payment.

**Disclaimer:** The scope of work as defined above represents the complete and total agreement between the parties. Any work not specifically itemized above including but not limited to existing defects whether known or unknown that become exposed as part of the performance of the agreed upon work may be subject to additional fees.

**Permission to use images** - Owner hereby grants and provides consent to FL Contractors and the company's officers, agents, and or employees to take photographs and or video and sound recordings . (herein after referred to as "Media") of the above referenced property before during or after project completion. Said media will be used to provide progress reports and may be used by FL Contractors for marketing purposes.

**Permit Fees** - I hereby acknowledge that city or county permit fees are the responsibility of the client. FL Contractors may provide permit expediting if included in the scope above, however, the permit fees assessed by the city or county are the responsibly of the client.

**Payment Terms:**

FL Contractors payment terms incorporate payments throughout the project. Final payment is not due until client states that they are 100% satisfied with all aspects of the project and certify their satisfaction by signature of Certificate of Completion.

**Payments are due as follows:**

- 50% Upon execution and signing of agreement
- 25% Upon project start
- 20% Upon 75% completion
- 5% Upon project completion

**Signature**

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**Print Name:**

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**Date:**

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\*Only one proposal can be approved. Approving this will decline all other available proposals.



## Liberty Extraction and Drying, LLC

18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
577. Temporary toilet (per month)	2.00 MO	0.00	112.69	0.00	45.08	270.46
578. HVAC Technician - per hour	5.00 HR	0.00	90.30	0.00	90.30	541.80
579. Scaffolding Setup & Take down - per hour	36.00 HR	0.00	35.83	0.00	257.98	1,547.86
<i>4 hours for concierge room - Suite 1</i>						
<i>16 hours for warehouse - Suite 5</i>						
<i>16 hours for warehouse - Suite 6</i>						
580. Scaffold - per section (per week)	32.00 WK	0.00	51.21	0.00	327.74	1,966.46
<i>16 sections x 2 weeks</i>						
581. Fall protection harness and lanyard - per week	8.00 WK	0.00	22.00	0.00	35.20	211.20
<i>4 sets x 2 weeks</i>						
Totals: General				287.33	2,862.66	28,577.23

### Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
582. Tile floor covering labor minimum	1.00 EA	0.00	47.18	0.00	9.44	56.62
583. Cabinetry labor minimum	1.00 EA	0.00	72.06	0.00	14.42	86.48
584. Finish carpentry labor minimum	1.00 EA	0.00	113.94	0.00	22.78	136.72
585. Acoustic ceiling tile labor minimum	1.00 EA	0.00	261.11	0.00	52.22	313.33
586. Toilet & bath accessory labor minimum	1.00 EA	0.00	118.93	0.00	23.78	142.71
Totals: Labor Minimums Applied				0.00	122.64	735.86
Line Item Totals: OAKPARK_JACO_MLD_RBD				2,334.28	14,140.02	194,526.52



## Liberty Extraction and Drying, LLC

18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Grand Total Areas:

22,798.08 SF Walls	8,163.89 SF Ceiling	30,961.97 SF Walls and Ceiling
8,194.35 SF Floor	910.48 SY Flooring	1,701.70 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,761.31 LF Ceil. Perimeter
8,194.35 Floor Area	8,606.83 Total Area	21,857.06 Interior Wall Area
14,379.17 Exterior Wall Area	947.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Mold Remediation	114,960.66	59.10%	114,960.66	59.10%
Repair	68,402.30	35.16%	68,402.30	35.16%
Suite 4	11,163.56	5.74%	11,163.56	5.74%
Total	194,526.52	100.00%	194,526.52	100.00%



## Liberty Extraction and Drying, LLC

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18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Summary for Mold Remediation

Line Item Total	112,914.42
Material Sales Tax	1,036.24
Cleaning Mat Tax	0.34
	<hr/>
Subtotal	113,951.00
Overhead	448.36
Profit	448.36
Total Cleaning Tax	112.94
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<b>Replacement Cost Value</b>	<b>\$114,960.66</b>
<b>Net Claim</b>	<b>\$114,960.66</b>
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Greg Swenson  
General Manager



## Liberty Extraction and Drying, LLC

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18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Summary for Repair

Line Item Total	55,990.97
Material Sales Tax	951.30
Subtotal	56,942.27
Overhead	5,694.30
Profit	5,694.30
Total Cleaning Tax	71.43
Replacement Cost Value	\$68,402.30
Net Claim	\$68,402.30

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Greg Swenson  
General Manager





**Liberty Extraction and Drying, LLC**

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Website: LibertyRestores.com

**Summary for Suite 4**

Line Item Total	9,146.83
Material Sales Tax	126.62
	<hr/>
Subtotal	9,273.45
Overhead	927.35
Profit	927.35
Total Cleaning Tax	35.41
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<b>Replacement Cost Value</b>	<b>\$11,163.56</b>
<b>Net Claim</b>	<b>\$11,163.56</b>
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Greg Swenson  
General Manager

# L Shaped Building at Park Place

## SUBCONTRACTOR

Date of Bid: TBD  
 Scope of Work: Concrete Shell for Flood Barrier  
 Bid Package Number: 03300  
 Cost Code: 03 30 00  
 Division: 03

SCEC Estimate No/Ref:  
 Project Number:  
 Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:					
Description	Quantity	SCEC	Bidder 3	Bidder 4	Bidder 5	Bidder 6	
Install 12"x12" header curb at Building for attachment of Flood Barrier				n/a	n/a	n/a	
1. Sawcut and Remove Asphalt		550					
2. Excavate		900					
3. Concret & Rebar (\$40/sq ft)	231	9,240					
4. Fill Cells		1,200					
5. Engineering		1,500					
Bond Premium Adjustment							
Final Price Adjustment							
MWBE Participation (A,W,H,O)							
TOTALS:		13,390	0	0	0	0	0
BEST COMBINATION:		13,390 SCEC					

SELECTED SUBCONTRACTOR:

SCEC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)

Estimate Prepared by: ES  
 Estimate Reviewed by: PAC

## L Shaped Building at Park Place

		<b>SUBCONTRACTOR</b>
Date of Bid:	TBD	
Scope of Work:	<b>Built Up Bituminous Roofing</b>	SCEC Estimate No/Ref:
Bid Package Number:	07510	Project Number:
Cost Code:	07 51 00	Cost per SF:
Division:	07	

**SUBCONTRACTOR**

SCEC Estimate No/Ref:

Project Number:

Cost per SF:

[illegible]

<b>SELECTED SUBCONTRACTOR:</b>	<b>Advanced Roofing</b>	<b>Notes:</b>
		1)

Estimate Prepared by: ES  
Estimate Reviewed by: PAC

Notes:

1)

2)

3)

4)



ESTABLISHED 1983

1950 NW 22<sup>nd</sup> Street

Fort Lauderdale, FL 33311

800 638.6869 TEL 954.522.6868 FAX 954.566.2967

## Florida's Premiere Commercial Roofing Contractor

Committed to Quality

---

**To:**

Eileen See  
State Contracting & Engineering Corp.  
5391 N. Nob Hill Road  
Sunrise, FL 33351  
C: 954.802.6578  
[esee@statecontracting.com](mailto:esee@statecontracting.com)

**Job Name:**

Park Place - GAF 2 Ply Complete roof replacement and  
gutter system install

**Address:**

1101 Northeast 40th Court  
Oakland Park, FL 33334

**Date:**

February 6, 2021

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We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars.

### WORK SCOPE

#### SAFETY AND MOBILIZATION

1. Safety anchor points will be set in locations for workers to utilize a harness to safely access work areas.
2. Material and equipment will be loaded on the roof. We will need to use a portion of the parking lot to stage a lift to load materials and access work locations.

#### PREPARATORY WORK

1. We will perform a complete tear off the roofing material and insulation (Only) down to the concrete deck at North and South roof sections.
2. We will broom clean the entire roof surface and haul away all roofing debris to the local dumpsite or landfill.
3. We will install a 2x6 wood nailer to accommodate attachment of the new metal drip edge and expansion joint as necessary to be fastened and secure per current building codes.

#### EXISTING CONCRETE DECK

1. After tear off, we will inspect the condition of the concrete deck for any structural issues and report any areas of concern.
2. We will scrape concrete deck to remove existing roofing materials and asphalt to create a bondable surface.
3. We will apply a 3 course system at all penetrations where open voids are found through deck which consist of a 6" fabric embedded in 2 layers of roof mastic.

### **INSULATION AND COVER BOARD**

1. Foam adhere 1 ½" Polyiso. insulation to concrete deck per current building codes.
2. Foam adhere ½" Gypsum cover board over insulation per current building codes.
3. Foam adhere cricket at expansion joint in location identified on consultant report per current building codes.

### **GAF 2 PLY ROOF SYSTEM**

1. Torch apply GAF Modified bitumen smooth membrane over entire roof and at curb flashing per manufacturers specification.
2. Torch apply a GAF Granulated modified bitumen over entire roof and at curb locations per manufacturers specifications.

Advanced Roofing, Inc. is an approved applicator of GAF roof systems.

### **SHEET METAL FLASHINGS**

1. We will fabricate and install (6) new stainless steel pitch pans and apply pourable sealer per manufacturers specifications.
2. We will fabricate and install new stainless steel slip flashing at A.C. locations.
3. We will Fabricate and install (9) All Purpose vent to be installed in the same locations and flashed into roof system per manufacturers specifications.
4. We will fabricate and install new stainless steel drip edge at the perimeter of the building.

### **GUTTER SYSTEM**

1. We will fabricate and install new stainless steel box (6") gutter at the front of the north and south sections of the roof.
2. We will fabricate and install (9) new stainless steel downspouts at gutter system for proper drainage.
3. Install screens at downspouts to help prevent debris for entering the downspouts.
4. Fasten and secure gutter and downspouts per current building codes.

### **MISCELLANEOUS**

Permit, Crane, Dump, and sales tax are included.

### **WARRANTY**

(20) year labor and material warranty from the manufacturer. Two (2) year standard warranty for workmanship on materials and labor by ARI Insurance, INC.

### **QUOTATION**

FOR THE SUM OF:.....\$141,350.00

(One Hundred Forty-One Thousand Three Hundred Fifty Dollars)

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

We are fully and properly insured with excess coverage of twenty-five (25) million dollars. In addition with our base coverage of one (1) million, two (2) million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Our work is done in a workmanlike manner by trained qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality". If you have any questions, or if I can be of further assistance, please feel free to contact me.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: Joe Cleland  
Service Estimator

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.  
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

The undersigned as (check or ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

\*Terms & Conditions on last page(s) apply. State License: CCC 024413

# Contract Terms & Conditions

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The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

**NO GUARANTEE:** Advanced guarantees to do its work on time and on budget and in a workmanlike manner. However, no guarantee or warranty is issued against further or future leakage. It is often necessary to make multiple repairs to attempt to stop the roof from leaking, and depending upon the condition of the roof, what is required is beyond the scope of a repair and only a re-roof will provide a lasting fix. Owner agrees that repairs are limited to the scope described in this Contract. Photographs of the job site will be taken before and after the work is completed and the jobsite will be left in a neat and clean condition.

**UNFORESEEN CONDITIONS:** In the event that unforeseen conditions arise that were not apparent upon visual inspection, Advanced will promptly advise Owner of same and either perform such additional work on a time and material basis, over the price stated in this contract unless otherwise agreed to in writing between the parties.

**PAYMENT:** Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice.

**OWNER RESPONSIBILITIES:** Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes, solar system equipment, HVAC or other property or equipment which interferes with the roof repair work and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Owner shall provide the staging area and cooperate to inform and assist in preventing people, vehicles or equipment from entering that area or any area under construction. Owner shall notify all persons who occupy the property of the work and shall provide them with any instructions provided to Owner from Advanced. This may require certain portions of the building or parking areas to be closed for a limited period which Advanced will use its best efforts to minimize. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

**LEAKS:** Advanced will repair any work performed by it which is defective. Owner agrees that Advanced is not liable for leaks which occurred before or occur after the work of this contract is performed. The parties agree that the scope of repair is limited and there is no guarantee that it will stop or prevent future leaks.

**PRICES QUOTED ARE FOR GALVANIZED** flashing, eaves drip and gravel stop unless otherwise specified.

**RISK OF DAMAGE:** It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soffit repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

**DELAYS:** Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

**BREACH:** In the event Owner terminates or breaches this contract Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

**NO ORAL PROMISES:** There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

**LIMITATION OF LIABILITY:** Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system repaired per this Contract, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Advanced 's exclusive responsibility and liability under this warranty is to repair any additional leaks which result from its own faulty repair work. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, Advanced will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

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





**Company Roof Maintenance**  
Roofing Division, LLC  
917 28<sup>th</sup> Street  
West Palm Beach, FL 33407

ST. #CCC1330613  
Phone: (561) 863-6550  
Fax: (561) 863-1722

[www.campanvroofmaintenance.com](http://www.campanvroofmaintenance.com)

<b>Customer:</b> State Contracting and Engineering Corp	<b>Job Name:</b> Park Place L Building	<b>Job#:</b> 1012521
<b>Address:</b> 5391 N. Nob Hill Road	<b>Location:</b> 1101 NE 40 <sup>th</sup> Ct	<b>Date:</b> 8/28/20
<b>City, ST, Zip:</b> Sunrise, FL 33351	<b>City, ST, Zip:</b> Oakland Park, FL 33334	
<b>Contact:</b> Eileen See	<b>Email:</b> <a href="mailto:esee@statecontracting.com">esee@statecontracting.com</a>	
<b>Cell:</b> 954-802-6578	<b>Work:</b> 954-923-4747 x 107	<b>Home:</b>

**PROPOSAL**

Campany Roof Maintenance Roofing Division, LLC is pleased to submit this proposal to provide a full-time project supervisor, labor, materials, permits, tools and equipment, and all required licenses and insurances to complete the scope of work, as indicated below and pursuant to the Terms and Conditions set forth herein and attached hereto. All materials are warranted to be as specified. All work will be performed in a workmanlike manner, according to standard roofing practices, using the Contractor's best skill and attention.

**Scope of Work – Common:**

- 1 Remove existing roof system to concrete deck and dispose of all the roof-related debris.
- 2 Replace deteriorated and/or rotten sheathing, fascia and/or repair truss member top cord as required by code. Since the full extent of damaged wood cannot be determined until the sheathing, fascia, etc., are exposed, extra charges, above the Contract amount may be incurred. Please refer to the "WOOD REPLACEMENT ALLOWANCE" in the "Terms & Conditions" of this Contract for more details.
- 4 Please refer to EXHIBIT "F" for wood pricing for wood requirements over the Client's allowance, if any.

**Scope of Work – Flat Areas:**

- 7 Install one (1) layer of 1.5" insulation board set in Olybond adhesive.
- 8 Create cricket for positive drainage at expansion joint.
- 9 Install one (1) layer of ½" High Density board set with hot asphalt.
- 10 Install one (1) layer of CertainTeed Glasbase base sheet modified membrane with hot asphalt.
- 11 Install one (1) layer of CertainTeed Base 20 bitumen smooth modified membrane with hot asphalt.
- 12 Install CertainTeed GMS granulated modified membrane cap sheet with hot asphalt. (Imbed loose granules for clean finish.)
- 13 Replace VTR lead stack flashing and 24ga Galvanized sheet metal roof jacks at existing locations.
- 14 Install sheet metal flashing including 3"x3" painted drip-edge flashing, and surface-mounted counterflashing.

**Notes:**

- 16 Jobsite will be cleaned up and all roofing-related debris will be removed.
- 17 All work performed and material provided by Contractor is warranted for five (5) years (Please see Contract EXHIBIT "E" for more details.)
- 19 Payments are made on a job-progress basis. (Please see Contract EXHIBIT "G" for more information and the actual draw schedule.) No retainage can be deducted from any payment.
- 21 Stucco and painting are not included in this Contract.
- 22 Gutters and downspouts are not included in this Contract.
- 23 Fire barrier(s), skylight(s) and waterproofing are not included in this Contract.
- 24 Permit fees and engineering fees, if any, are included in this Contract.
- 25 This Contract includes OSHA 1999 Sub Part "M" fall protection compliance.
- 26 Please note this contract is with both CRM-RD, LLC and JJI Supply, LLC.
- 27 If it is determined that the existing L-flashing cannot be reused, there will be an extra charge of \$21.00 per linear foot to replace L-flashing, stucco and prime one (1) coat. (Primer supplied by Contractor.)
- 29 AC Unit, Electrical and all work outside the scope of this contract to be done by others.
- 30 Due to the volatile pricing of metal at this time, our pricing cannot be held and a new estimate will be provided at the time of proposal.
- 32 Provide 20 year NDL warranty from manufacturer upon completion.



**Total Price: \$154,883**

*One Hundred Fifty Four Thousand, Eight Hundred Eighty Three (Dollars and 00/100)*

**CRM RD Representative: Dan Beres**

**(772)-486-9192**

**CRM RD Authorization:** \_\_\_\_\_

**My signature indicates acceptance of; Scope of Work; Contract Price; "Terms & Conditions"; and all Exhibits.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

***This proposal is valid for 30 days; the proposal may be withdrawn if not executed within the 30 days it is valid.***

### CONTRACT OPTIONS

Select the options you would like applied to the Total Price located on the proposal page.

☐

Option 1      \$

☐

Option 2      \$

☐

Option 3      \$

☐

Option 4      \$

☐

Option 5      \$

☐

Option 6      \$

Option 7      \$

Option 8      \$

Option 9      \$

Option 10      \$



## EXHIBIT "A"

### Florida Building Code Section 1524

**REQUIRED OWNERS NOTIFICATION:** HIGH-VELOCITY HURRICANE ZONES (HVHZ). Pursuant to Florida Building Code Section 1524, Contractor hereby notifies Client that Client must review and initial seven (7) specific items, below:

IT IS THE RESPONSIBILITY OF THE ROOFING CONTRACTOR TO PROVIDE THE OWNER WITH THE REQUIRED ROOFING PERMIT AND TO EXPLAIN TO THE OWNER THE PROVISIONS OF CHAPTER 15 OF THE FLORIDA BUILDING CODE. THIS CHAPTER GOVERNS THE MINIMUM REQUIREMENTS AND STANDARDS OF THE INDUSTRY FOR ROOFING SYSTEM INSTALLATIONS. ADDITIONALLY, THE FOLLOWING ITEMS SHOULD BE ADDRESSED AS PART OF THE AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR. THE OWNER MUST INITIAL IN ALL SPACES PROVIDED BELOW, INDICATING THAT EACH ITEM HAS BEEN EXPLAINED.

1. **Aesthetics-Workmanship:** The workmanship provisions are to inform the owner that the roofing system meets the wind resistance and water intrusion performance standards. Aesthetics (appearance) are not a consideration with respect to workmanship provisions. Aesthetic issues such as color or architectural appearance, that are not part of a zoning code, should be addressed as part of the agreement between the owner and the contractor.
2. **Renailing Wood Decks:** When replacing roofing, the existing wood roof deck may have to be renailed in accordance with the current provisions of Chapter 16 (High Velocity Hurricane Zones) of the. (The roof deck is usually concealed prior to removing the existing roof system.)
3. **Common Roofs:** Common roofs are those which have no visible delineation between neighboring units (i.e., townhouses, condominiums, etc.). In buildings with common roofs, the roofing contractor and/or owner should notify the occupants of adjacent units of roofing work to be performed.
4. **Exposed Ceilings:** Exposed, open beam ceilings are where the underside of the roof decking can be viewed from below. The owner may wish to maintain the architectural appearance; therefore, roofing nail penetrations of the underside of the decking may not be acceptable. The Florida Building Code provides the option of maintaining this appearance.
5. **Ponding Water:** The current roof system and/or deck of the building may not drain well and may cause water to pond (accumulate) in low-lying areas of the roof. Ponding can be an indication of structural distress and may require the review of a professional structural engineer. Ponding may shorten the life expectancy and performance of the new roofing system. Ponding conditions may not be evident until the original roofing system is removed. Ponding conditions should be corrected.
6. **Overflow Scuppers (Wall Outlets):** It is required that rainwater flow off so that the roof is not overloaded from a buildup of water. Perimeter/edge walls or other roof extensions may block this discharge if overflow scuppers (wall outlets) are not provided. It may be necessary to install overflow scuppers in accordance with the requirements of: Chapter 15 and 16 herein and the Florida Building Code, Plumbing.
7. **Ventilation:** Most roof structures should have some ability to vent natural airflow through the interior of the structural assembly (the building itself). The existing amount of attic ventilation shall not be reduced. It may be beneficial to consider additional venting which can result in extending the service life of the roof.



## EXHIBIT "B"

### Florida Building Code Section 558

**CLAIM FOR ALLEGED CONSTRUCTION DEFECTS:** The Florida Statute 558 contains important requirements Client must follow if Client wishes to file a lawsuit against the Contractor, subcontractors suppliers or design professional for defective construction. Any such claims are subject to the notice and cure provisions of this Statute.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

## EXHIBIT "C"

### Florida Building Code Section 489

**FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND (FHCRF):** Pursuant to Florida Statute Chapter 489, reimbursement may be available from the FHCRF if you lose money on a project performed under contract where the loss results from specified violations of Florida law by a licensed contractor.

THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IS A LAST RESORT. BEFORE YOU CAN RECEIVE ANY MONEY FROM THE FUND, YOU MUST HAVE OBTAINED A FINAL JUDGMENT FROM A FLORIDA CIVIL OR CRIMINAL COURT OR A RESTITUTION ORDER FROM THE CONSTRUCTION INDUSTRY LICENSING BOARD OR AN AWARD IN ARBITRATION, WHICH IS BASED UPON THE TYPES OF VIOLATIONS OF THE LAW. BOTH THE VIOLATION OF LAW AND THE SIGNING OF THE CONSTRUCTION CONTRACT MUST HAVE OCCURRED ON OR AFTER JULY 1, 1993. YOU MUST SHOW THAT YOU HAVE MADE EVERY EFFORT TO DETERMINE IF THERE ARE ANY ASSETS FROM WHICH YOU CAN RECOVER ALL OR PART OF THE MONEY YOU ARE OWED AND IF SO, YOU MUST TRY TO RECOVER BEFORE YOU CAN COLLECT ANY MONEY FROM THE RECOVERY FUND. CLAIMS MUST BE FILED WITHIN ONE (1) YEAR FROM THE CONCLUSION OF ANY CIVIL OR ADMINISTRATIVE ACTION BASED UPON THE ACT.

## EXHIBIT "D"

### Florida Lien Law

**LIEN RIGHTS:** According to Florida's Construction Lien Law (Sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and services and are not paid in full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED YOU A "NOTICE TO OWNER".



**EXHIBIT "E"**  
**Sample Warranty**

Company Roof Maintenance Roofing Division, LLC (hereinafter, the "Contractor") warrants all work to be, subject to other terms, conditions and limitations described in the Contract, free from defects for a period of ( ) from the effective date of completion (indicated below). This Limited Warranty is limited to replacement or repair as deemed necessary by the Contractor. The Contractor's maximum liability under this Limited Warranty does not exceed the cost of labor and materials at the time of the roof system's installation. Other than the provisions indicated herein, the Contractor disclaims all expressed warranties, if any.

This Limited Warranty is not applicable or enforceable if the roof system is not properly maintained, and/or experiences any one, or more, of the following; windstorm, lightning, hailstorm, tornado, hurricane, fire, natural disaster, damage by others (including, but, not limited to damage by personnel or equipment for air conditioning, plumbing, cable, satellite dish), foot traffic, movement of the building, structural changes to the building, cleaning, painting, remodeling, or roof repairs (unless roof repairs are performed by the Contractor).

**THIS LIMITED WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (ORAL OR WRITTEN) AND IMPLIED WARRANTIES, IF ANY. THE CONTRACTOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF THE GOODS AND FITNESS OF THE GOODS OR SERVICES FOR THAT PURPOSE. THIS WARRANTY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY THEORY OF LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION, PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, CHANGE IN COLOR, COLOR VARIATION, COLOR VARIATION BETWEEN SAMPLES, MODELS, OR INSTALLED PRODUCTS, LOSS OF REFLECTIVITY, VAPORS OR ODORS.**

This Limited Warranty is not transferable or assignable to another without written consent of Contractor and becomes effective only upon Client's final satisfaction of all obligations including all payments due from Client to Contractor.

**Client/Owner Information**

Name: \_\_\_\_\_  
Street 1: \_\_\_\_\_  
Street 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

**Warranty Information**

Name: \_\_\_\_\_  
Street 1: \_\_\_\_\_  
Street 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Warrenty ID #: \_\_\_\_\_

**PAYMENT CONTINGENCY.** All warranties are subject to, and contingent upon, payment in full and clearance of funds of all the amounts as set forth in this Contract including all Change Orders, if any.

**LIABILITY EXCLUSIONS.** No warranty shall impose upon Contractor any liability for damages or delays caused by fire, severe or adverse weather events, other casualties, or other extraordinary events or causes beyond Contractor's control.

**REQUEST FOR SERVICE/WARRANTY WORK.** Client is required to notify Contractor in writing within seventy-two (72) hours of a suspected leak or damage related to any leak. Additionally, Client must notify Contractor in writing, PRIOR to the commencement of work of any alterations or repairs of any kind to the roof system. Failure to comply with either of these requirements may void, in Contractor's sole discretion, all warranty rights. It is Client's responsibility to investigate the nature and cause of suspected roofing problems prior to contacting the Contractor. All warranty and service work requests must be submitted in writing to Contractor's office. Such requests must clearly describe the problem. If Client submits such a request to the Contractor the Contractor will schedule a site visit, as quickly as Contractor's workload will allow. If after investigating the site the Contractor determines that the cause is not roof-related, Client will be invoiced \$89.00 per hour per worker. The charge shall include travel time to and from the site.



**EXHIBIT "F"**  
**Wood Price List**

		<u><b>Pressure Treated</b></u>	<u><b>Pine</b></u>	<u><b>Cedar</b></u>	
1:	1" x 2"	\$3.00	n/a	n/a	Per linear foot
2:	1" x 4"	\$4.50	\$4.50	\$6.50	Per linear foot
3:	1" x 6"	\$6.75	\$6.95	\$8.50	Per linear foot
4:	1" x 8"	\$8.00	\$8.00	\$10.00	Per linear foot
5:	1" x 10"	\$9.00	\$9.00	\$11.00	Per linear foot
6:	1"x12"	\$10.00	\$10.00	n/a	Per linear foot
7:	2" x 4"	\$9.50	\$9.50	\$11.50	Per linear foot
8:	2" x 6"	\$12.00	\$12.00	\$14.00	Per linear foot
9:	2" x 8"	\$12.75	n/a	\$14.50	Per linear foot
10:	2" x 10"	\$13.25	n/a	\$15.25	Per linear foot
11:	2" x 12"				

**Plywood**

12:	½" (15/32)	\$3.00	Per square foot	
13:	5/8" (19/32)	\$3.50	Per square foot	
14:	5/8" (19/32) *	\$4.50	Per square foot	* <i>Fire-Rated</i>
15:	¾" (23/32)	\$5.50	Per square foot	

**Tongue & Groove  
Sheathing**

16:	1" x 6"	\$3.50	Per square foot
17:	1" x 8"	\$3.75	Per square foot
18:	2" x 6"	\$5.25	Per square foot
19:	2" x 8"	\$8.25	Per square foot

**Wood Included:** As stated on "Terms and Conditions" page, two (2) sheets (64 sq/ft) of plywood and twenty-five (25) linear feet of fascia board are included with this proposal.



**EXHIBIT "G"**  
**Payment Draw Schedule**

**Contract Amount\*: \$**

1 <sup>st</sup> Draw:	%	\$	Choose an item.
2 <sup>nd</sup> Draw:	%	\$	Choose an item.
3 <sup>rd</sup> Draw:	%	\$	Choose an item.
4 <sup>th</sup> Draw:	%	\$	Choose an item.
5 <sup>th</sup> Draw:	%	\$	Choose an item.

<b>Additional Charges**:</b>	<b>\$</b>	<b>Wood Replacement, Change Orders, etc.</b>
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**IMPORTANT NOTES:**

With the exception of the 1st draw (deposit) payment, all payments are due upon the completion of each Phase of the Work and PRIOR TO the beginning of the next Phase, in accordance with the schedule, above. Contractor reserves the right to suspend work on each subsequent Phase until paid in full for each completed Phase. If payments are not made accordingly, job could be delayed. Such delays may necessitate Demobilization and Remobilization charges.

\* Contract Amount is subject to change. (Please see "Additional Charges", below.)

\*\* Additional Charges include, but are not limited to, wood replacement (net of the "Wood Replacement Allowance"), latent defects, code changes, delays, changes in roof/jobsite access, "Change Orders", etc. (Please see the "Terms & Conditions" section of this proposal for further details.)

I HAVE READ AND UNDERSTAND THE PRECEEDING SEVEN (7) EXHIBITS AND HAVE BEEN  
ADVISED TO CONSULT AN ATTORNEY IF I HAVE ANY QUESTIONS OR CONCERNS.

Owner/Owner Representative: \_\_\_\_\_ CRM RD Representative: \_\_\_\_\_



# TERMS AND CONDITIONS

## CONTRACT PROVISIONS

1. **ACCEPTANCE.** Acceptance and execution of this Contract by Client shall constitute acceptance of all Terms and Conditions, including all Exhibits recited herein. Upon acceptance and execution, this Contract shall become a binding agreement between Client and Contractor. This Contract, all Change Orders, if any, and the plans, specifications and other documents, if any, referenced in this proposal shall constitute the entire agreement between the Parties.
2. **MODIFICATIONS/CHANGES.** Modifications to this Agreement can be made only in writing signed by all Parties. Notwithstanding, if, for any reason, Client permits performance of work without prior written authorization constitutes Client's acceptance, without exception, of this Agreement.
3. **PROPOSAL EXPIRATION.** This Proposal expires thirty (30) calendar days after the date stated in this proposal if not earlier accepted, revised or withdrawn.
4. **CONTRACTOR'S AUTHORITY.** Contractor reserves the right to schedule or reschedule work in accordance with weather conditions, site accessibility, homeowner associations and municipal time restrictions.
5. **PAYMENTS.** All payments must be in U.S. dollars and drawn from U.S. banks. Contractor does not accept credit/debit cards.
6. **LATE PAYMENTS.** A finance charge of 1-5 1/4 % per month (18% per annum) will be added to all past due accounts. Contractor shall be entitled to payment of reasonable attorney's fees incurred in collecting sums due under this Contract. Warranty time runs, but, no warranty work will be performed until such time that all payments, and associated bank charges, bank fees, administrative fees are corrected and brought current.
7. **PAYMENT DRAW SCHEDULE.** With the exception of the deposit payment, all payments are due upon the completion of each phase of the Work and PRIOR TO the beginning of the next phase, in accordance with Exhibit "G" (included herein). Contractor reserves the right to suspend work on each subsequent phase until paid in full for each completed phase. If payments are not made accordingly, job could be delayed. Such delays may necessitate/incur demobilization and remobilization charges.
8. **CHANGE ORDERS.** No verbal authorizations or changes or additions will be considered part of this contract. All such changes or additions must be approved in writing by both parties to this contract prior to execution of changes. Any work or materials performed or supplied not specifically contained in this contract shall be considered an additional time and material charge and invoiced accordingly.
9. **BACKLOGS.** Client agrees that Client will give Contractor written notice of backlogs, if any, and attempt at least five (5) business days after Contractor's receipt of such notice to correct or mitigate the cause of the backlog.
10. **WOOD REPLACEMENT ALLOWANCE.** This contract includes an allowance for the supply and replacement, if necessary, of two (2) sheets (64 sq./ft.) of plywood decking and twenty-five (25) linear feet of fascia board. If the allowance proves to be insufficient to cover the additional costs of necessary wood replacement, Client agrees to execute and be bound by a Change Order(s) and pay for the difference of the total cost of replacement wood minus the allowance and will do so immediately on presentation of a Change Order invoice. (Please see "EXHIBIT "F" for detailed wood pricing.)
11. **ATTACHED ITEMS.** If wood replacement is necessary adjacent to screen enclosure frames, satellite dishes, gutters, downspouts or any other physically attached items, these are to be removed and reinstalled by others and paid for by Client.
12. **PAINTING/FINISH.** In all areas where wood replacement is necessary, Contractor is responsible to prime with one (1) coat only. Finished painting is not part of this Contract and is the responsibility of the Client.
13. **JOB SITE ACCESS.** Client is responsible for providing Contractor, subcontractors and suppliers suitable access to the jobsite. Contractor, subcontractors and suppliers may enter the jobsite to perform their work at reasonable times without providing prior notice to, or consent from Client.
14. **OTHER TRADES.** Client acknowledges and agrees that any damages or delays to Contractor's work caused by other trades will be repaired or mitigated at no cost to Contractor. Contractor will charge and Client will pay for such damages on a "Time and Material" basis, plus markup of 20%. Delays may incur Demobilization and Remobilization charges. Client agrees that it is not the Contractor's responsibility to seek payment from the other trades.
15. **PERMITS.** Contractor will supply all necessary permits to perform the Scope of Work, attached hereto, and Change Orders, if any. All work will be performed in accordance with all building codes having jurisdiction over the jobsite location and Scope of Work.
16. **PERMIT POSTED ON JOBSITE.** Permit(s) will be posted in a special location on the jobsite. Client shall not move or remove or authorize anyone else to move or remove posted permits. If permits are moved or removed, it may be grounds for municipal inspectors to fail the inspection. Such failures usually delay the work. If the permit was moved or removed, Client will be responsible for all costs and delays, which could include demobilization and remobilization.
17. **DELAYS.** Contractor is not responsible or liable for delays arising from manufacturing or delivery of roofing materials.
18. **UNINSTALLED, ROOF-LOADED MATERIAL.** In the event of a storm, high-wind event, or other imminent threats to the stability of uninstalled, but roof-loaded roofing material, it will be Contractor's sole discretion as to whether or not the uninstalled material should be off-loaded, banded in place, or take no action.
19. **SPECIFICATIONS.** All materials shall be as stated in the manufacturer's specifications and/or the attached Scope of Work. All materials and work shall be provided/performed in accordance with normal industry tolerances for physical dimensions, color variation, finish, texture, weight and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers.
20. **CODE CHANGES.** Due to the volatility of code changes, this proposal includes installation per code requirements, as applicable, as of the date of this proposal. Any code change which causes a variance in the Scope of Work, will be performed only upon the issuance of a Change Order(s). Contract price will be adjusted accordingly.
21. **UNSPECIFIED DETAILS.** If architect fails to specify all details necessary to complete the Work, Contractor will complete Work in accordance with the standard provisions of the material manufacturer, if any, and the building code(s) having jurisdiction over the jobsite.
22. **OUTSIDE CONSULTANTS/INSPECTORS.** If outside consultants or inspectors, other than from the permitting jurisdiction, are engaged for any reason whatsoever, Client MUST advise Contractor PRIOR TO execution of the Contract. Client agrees that Contractor must be advised and afforded reasonable time to be present on the jobsite every time Consultant is on jobsite. Client acknowledges and agrees that Consultants and Inspectors can cause delays in completion of the Work and such delays may necessitate Demobilization and Remobilization charges and may cause Contractor's rescheduling of the Work, at Contractor's sole discretion.
23. **LICENSES AND INSURANCE.** Contractor has all necessary licenses and carries all insurance policies and maintains coverage limits required for property damage, liability, casualty and workers compensation.
24. **CONTRACTOR LIABILITY.** Contractor is not liable for any damage to the building on which the work is performed, or damage to the work caused by seeping, warping, distortion, failure of the underlying roof deck, sheeting, walls, partition walls, foundations or other components of the building, or the failure of any materials or other integral part or component of the building that is used as a base or attachment to or for the work. Contractor is not liable for any personal injury or death or for any damage to interior walls, ceilings, floors and other similar features and structures, or to furniture, fixtures, decorations, personal belongings, appliances, commercial stock or equipment, due to leakage, other water entry, or other defect of materials or workmanship during and after completion or termination of the work.

## MISCELLANEOUS PROVISIONS

25. **HEAVY EQUIPMENT.** Client is hereby advised, understands and agrees that heavy equipment will be used by Contractor, its subcontractors and suppliers to complete the work. Contractor, subcontractors and suppliers will take reasonable precautions to protect the jobsite. Notwithstanding, such equipment may damage driveways, sidewalks, irrigation systems, utility lines, landscaping and lawns, fences and walls, underground septic/fuel tanks and other facilities, decorative and functional/structural components of the property inside the curb line. Client waives and releases all claims against Contractor, its subcontractors and suppliers for such damages.
26. **FUMES, ODORS AND EMISSIONS.** Client acknowledges that fumes, odors and emissions will be released as part of the roofing operations. Contractor will not be responsible for indoor air quality. Client shall hold Contractor harmless and indemnify from claims relating to fumes, odors and emissions that are emitted during the roofing process.
27. **MOLD AND MILDEW.** Virtually every home and building throughout Florida has varying degrees of mold and mildew, oftentimes with no visible evidence. Typically, there is no action required and a low probability of complications. Notwithstanding, it is understood and agreed that Contractor (and Contractor's insurer) will be held harmless and exclude all coverage for alleged or actual damages/claims as a result of mold, algae, or fungus, including, but not limited to, damages and injury to persons, structures, building components, furniture, fixtures and other personal property, in whole or in part, whatever the cause, wherever the source and wherever located on property, regardless of the cost.
28. **DUST AND DEBRIS.** Client understands and agrees that the contracted work will cause dust and debris. Contractor will haul away all debris generated by this Scope of Work. Contractor is not responsible for accumulation of dust, if any, or damage(s) it may cause, if any, on the inside or outside of the building(s).
29. **CORING/SAMPLING.** Client MUST ALLOW Contractor access to the site to perform coring and sampling work. Contractor is not responsible for damages associated with leaks or the potential voiding of roof system warranties due to coring or sampling or existing flat roof materials or the installation of emergency repairs, or temporary roof installations.
30. **HISTORIC BUILDING STRUCTURES AND JOBSITES.** Unless otherwise indicated herein, Contractor is not responsible for historical requirements, archive searches or municipality approvals for historical buildings, structures and jobsites.
31. **SURPLUS MATERIALS.** Any and all surplus materials, if any, are the Contractor's property. Contractor is solely responsible for the safekeeping and removal of all surplus material. Client has no claim on, or responsibility for surplus material.
32. **ROOF PENETRATIONS.** In the event there is an existing gas heater vent penetrating the roof, the building department may require a certified plumbing contractor to obtain a permit and perform an inspection to certify that the existing vents is/are proper or needs replacement. Such work and costs thereof ARE NOT the Contractor's responsibility. Client agrees to pay for and expedite such work, if needed, so as not to delay the Contractor's performance of the Scope of Work, and Change Orders, if any.

## STRUCTURAL PROVISIONS

33. **FITNESS OF STRUCTURE.** Contractor expressly disclaims any responsibility for the structural fitness of any building/roof deck on which roofing products may be loaded and installed. Contractor accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.
34. **DEFECTIVE SLOPE, PITCH OR DRAINAGE.** Contractor will not be responsible for defective or incorrect slope, pitch or drainage due to the condition of underlying structures. Corrections of such conditions, unless specifically included in the Scope of Work attached hereto, will only be performed according to written Change Orders signed by Contractor and Client.
35. **ROOF SAGGING.** There may be sags in the roof structure. Unless specifically included in the "Scope of Work" attached hereto, Contractor will not remove or attempt to level the sags. The sags will not affect Contractor's warranty nor the watertight integrity of the roofing system throughout the warranty.
36. **OIL-CANNING.** Metal Roofing, especially lengthy, flat-span metal panels, will often exhibit waviness, commonly known as "oil-canning". Oil-canning is strictly an aesthetic issue. It has no bearing on the performance or longevity of a roof. Unfortunately, the roofing contractor cannot control it or when oil-canning happens. Accordingly, Contractor will not be responsible for oil-canning.
37. **CEILINGS, WALLS AND STUCCO.** Client acknowledges and agrees that the existing ceilings, walls and stucco may be damaged/cracked during performance of the Work. Contractor IS NOT responsible for any such damages, should they occur.

## CLIENT'S RESPONSIBILITIES

38. **WORK NOT INCLUDED.** The pricing for this Contract is for the prescribed Scope of Work and Change Orders, if any. Unless specifically indicated otherwise, herein, this Contract DOES NOT COVER, and the Contractor IS NOT RESPONSIBLE for, damage to, or removal, reinstallation or painting of the following: (This list is not exhaustive and is provided for Client's reference only.)
39. **PROTECTION OF EXISTING ITEMS.** Client acknowledges and agrees that re-roofing of an existing building may cause disturbances and damages. It is the responsibility of the Client to move, cover or protect many items that could otherwise be damaged by the Work. Contractor IS NOT responsible for damage to, or protection of, any and all such items, unless specifically indicated otherwise, herein. Client should use best judgment as to what items Client moves or protects. The following list indicates many items, both inside and outside of the building that could be damaged during the Work. (This list is by not exhaustive and is provided for Client's reference only.)

- automobiles
- awnings
- bicycles
- bird feeders
- canopy caps
- down spouts/gutters
- electrical supply lines, conduit devices
- engineering
- exterior decorations
- furnishing/erection of wood decks

- hammocks
- hanging plants
- hot tubs
- landscape lighting & materials
- motorcycles
- patio furniture
- pools
- pottery
- railings
- roof top air conditioning units

- satellite dishes/equipment
- screen enclosures
- septic tanks & drain fields
- shutters
- solar panels
- stucco (unless indicated otherwise herein)
- wall-mounted artwork
- any/all items/equipment fastened to the bottom of the sheathing, substrate or other structural framing members







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February 9, 2021

State Contracting & Engineering Corp.  
5391 N. Nob Hill Road  
Sunrise, FL 33351  
Attn: Eileen See  
(954) 802-6578  
esee@statecontracting.com

Park Place "L" Shaped Building  
Exterior Renovation  
City of Oakland Park  
Project Address: 1101 NE 40<sup>th</sup> Court  
Oakland Park, FL 33334

Re: Modified Bitumen Re-Roofing of Existing Occupied Multi-Tenant Warehouse/Offices

**Upper Flat Roofs "Existing Multi-Ply B.U.R." over Concrete Decks**

(Approx. 13,300 SF Flat Roofing)

1. Asbestos surveys will be performed on this section(s) of roof area and are contingent upon the passing of these surveys as described in their respected report. The cost of these tests is included in this proposal. If any building is deemed to contain Asbestos which requires further abatement, this proposal will become null and void. A new proposal with an alternate system will be provided.
2. Tear off existing roof(s), flashings, and applicable sheet metal down to the existing concrete decks to a smooth workable surface. Haul away debris from job site to local landfill with Latite dump trucks or rented disposal cans.
3. Provide and install One (1) coat of ASTM concrete deck primer as per Florida Building Code requirements.

Page 1 of 7

**Corporate Headquarters**

2280 W. Copans Road • Pompano Beach, FL 33069  
Tel: (954) 772-3446 • Fax: (954) 335-5005

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www.latite.com  
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4. Provide and install 1/8" Tapered Energy 3 POLYISO (Avg. R-18.19 Total System) insulation assembly in hot asphalt with a 1.5" starting point as per the manufacturer's recommendations and the Florida Building Code.
5. Provide and install One (1) Layer of 1/2" Retro-Fit cover board in hot asphalt as per the manufacturer's recommendations and the Florida Building Code.
6. Provide and install One (1) Ply of Dynabase roofing felt inner plies in hot asphalt as per the manufacturer's recommendations and the Florida Building Code.
7. Provide and install One (1) Ply of DynaGlas FR roofing felt cap sheet in hot asphalt as per the manufacturer's recommendations and the Florida Building Code.
8. Provide and install new 2x6 pressure-treated wood blocking around entire perimeter of the building as per the manufacturer's recommendations and the Florida Building Code.
9. Flash all existing eave conditions and HVAC curbs with One (1) Ply of Dynalastic 250 modified bitumen in hot asphalt.
10. Shop fabricate and install new 24-gauge pre-finished Kynar (Standard Colors) Drip Edge at all applicable eave conditions.
11. Fabricate and install up to (10) Permaflash flashings for roof penetrations. Additional charges will apply for exceeded allotment.
12. Provide and install an allotted (72 LF) modified bitumen walk pads at AC Condenser stands. If owner requests any additional walk pads, we will bill for an additional \$19.50 per LF. (No path or layouts existing, or on new roof plan)
13. Provide and install new lead flashings for plumbing vents at existing locations.
14. Fabricate and install 24-gauge prefinished Kynar (Standard Colors) Commercial Gutters & Downspouts around the building and Twelve (12) allotted downspouts located per instructions by GC/Owner.

Page 2 of 7

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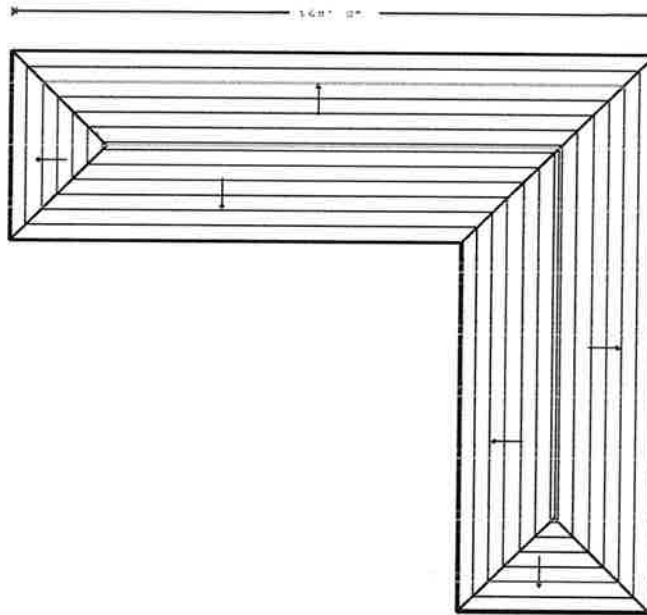


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15. Issue Latite 2-year labor warranty.

16. Furnish a Manufacturer's 20-Year "No Dollar Limit" Labor and Materials warranty.



**Base Bid Tapered Option #1 Contract Price: \$180,530.00**  
**One Hundred Eighty Thousand, Five Hundred Thirty Dollars Even**

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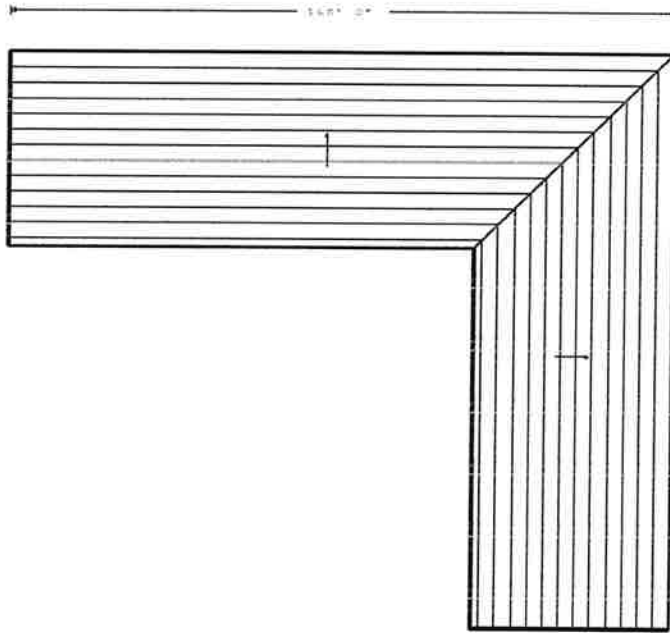
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**Base Bid Add Alternate #1: Furnish 2-way Tapered to shed water to rear of building. Price includes required extra wood nailers, a fascia/drip combo system, and Eight (8) downspouts to put where GC/Owner prefers. Add: \$21,625.00**

**Payments to be billed bi-weekly based on schedule of values and due upon receipt of invoice. A minimum 20% deposit or an immediate monthly pay requisition is required via ACH transfer or check. Billing considerations for monthly payments to 3<sup>rd</sup> party GC will be reviewed based on deposit considerations.**

Page 4 of 7

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## Notes and Exclusions:

1. All engineering, hoisting, disposal fees, taxes, and insurance are included in this proposal.
2. The roofing permit fee is not included in this proposal and is assumed to either be waived by the Owner (City of Oakland Park) or included in the GC's Master Permit Fee. Any permit fees must be paid directly to the City or add \$5,500 to this proposal.
3. Payment & Performance Bonds are not included in this proposal. Please add 1.8% to this total contract price in the event one is required.
4. This proposal includes One (1) scheduled mobilizations (Flat Roofing) for the duration of this project for the GC. NO pieced temporary dry-ins, multiple sequenced HVAC temp flashing, or segmented penetration flashings are included in this proposal. We will try to accommodate the Owner's Rep at all reasonable scheduling intervals. Additional T/M billing rates will be used if GC requests temp work or re-work due to demo or new construction.
5. No Asbestos Abatement in any form is included in this proposal.
6. Drainage Calculations may be required. These calculations are not included in this proposal. Any additional drainage or overflow scuppers or drains that might be needed or the enlarging of the existing is not in this proposal. The cost of this work will be additional.
7. Latite is to have complete beneficial use and discretion of all common areas for staging crane and equipment and materials. All areas which are to be taped off daily due to work overhead or for equipment access are to be considered a controlled access zone and no entry of unauthorized personnel will be permitted unless accompanied by a Latite representative. GC must give Latite access for multiple large trucks at any given time. Latite will meet with the owners authorized representative to lay out a course of action and general movement plan as required to expedite the re-roofing process and keep any inconvenience to a minimum. Access must be given with a Re-Roof operation in mind.

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8. There may be some small debris /dust that will fall on the inside of the building during construction. The covering and or protecting the inside of the building or the contents are the owner's responsibility. No interior protection is included, an assumed relocation or coverings will be executed by GC during construction. \*\*The existing twin-tee deck could at times drop lines of dust/dirt in rows at plank gaps. If existing ceiling is completely open, pre-ceiling backer rod and caulk applications would be suggested to be installed prior to Roofing demo.
9. No HVAC, Plumbing, Electrical, Stucco, Saw Cutting Stucco/Block, Waterproofing, Interior Protection, Landscaping, MOT, or Painting is included in this proposal.
10. No power type exhaust/intake vents or buildup of these curbs are included in this proposal.

**Please note the attached copy of our standard conditions.**

Thank you for the opportunity to earn your business. Please call me with any questions or concerns at 954-772-3446 ext. 313

Garrett C. Vick  
Commercial Account Manager  
[gvick@latite.com](mailto:gvick@latite.com)

---

(Latite Roofing & Sheet Metal Company, LLC Authorized Signature)

---

(Customer Authorized Signature)

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1. Unless specifically detailed above, flashings for penetrations related to mechanical appliances or additional built-up base flashings are additional as follows: Items i-p apply only after completion of roof and Latite must return to project

a. Pitch pans (up to 6" sq.) (Asphalt filled)	\$125.00 each	i. Roof curbs up to 4' x 4'	\$475.00 each
b. Goosenecks (fabricate and install)	\$125.00 each	j. Roof curbs up to 5' x 5'	\$750.00 each
c. Curb/wall flashings (including cant)	\$6.50/l.f.	k. Roof curbs up to 10' x 10'	\$1,590.00 each
d. 1-piece galvanized counterflashing	\$5.00/l.f.	l. Flash new plumbing VTR locations	\$85.00 each
e. 2-piece galvanized counterflashing	\$7.50/l.f.	m. Minimum Tenant Improvement	\$285.00
f. Chem curb flashing ring, 7.5"	\$125.00 each	n. Curb/wall flashings (including cant)	\$25.00/l.f.
g. Chem curb flashing ring, 4.5"	\$125.00 each	o. 1-piece galvanized counterflashing	\$7.50/l.f.
h. Job-specific built-up wall flashing	\$_____/l.f.	p. 2-piece galvanized counterflashing	\$9.00/l.f.

2. Due to the volatility of code changes, this proposal includes installation per Code requirements, as applicable, as of the date of this proposal. Any Code change, which causes a variance in the Scope of Work, will be performed only upon the issuance of the appropriate change order and attendant adjustment to the contract price.

3. **DUE PRIMARILY TO THE REQUIREMENT OF UPLIFT CALCULATIONS BEING APPLICABLE TO ALL ROOF SYSTEMS ON BUILDINGS OVER 23' (MEAN ROOF HEIGHT), NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN REGARDING COMPLIANCE OF THE SYSTEM SPECIFIED HEREIN WITH THE DESIGNED UPLIFT PRESSURE UNLESS SUCH PRESSURE IS INDICATED ON THE PLANS OR CONTAINED WITHIN THE SPECIFICATIONS ACTUALLY PROVIDED BY OWNER/CUSTOMER AT THE TIME OF SUBMISSION OF THIS PROPOSAL.**

4. Any details not specified by architect will be performed in accordance with standard details as published by the manufacturer of the primary roof system or the Florida Building Code requirements.

5. This proposal may be withdrawn if not accepted within 30 days of the submission date written on the front hereof.

6. All material guaranteed to be as specified or equivalent consistent with manufacturer's specifications. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the agreed Scope of Work, with the exception of the removal and replacement of rotten wood, will be performed only upon written orders executed by an authorized party and will, if applicable, become an extra charge over and above the contract price. However, customer shall not give orders to Latite for work that is required to be performed and then refuse to make payment on the grounds that a change order was not executed at the time the work was performed or that customer's representative was not authorized to order the change. In such event, Latite shall be entitled to compensation representing the reasonable value of work performed. This agreement for performance of Work is contingent upon strikes, accidents or delays beyond our control. Owner/Customer shall carry fire, tornado and other necessary insurance. Latite workers are fully covered by Workman's Compensation Insurance.

7. **Partial payment shall be made as Work progresses. Net cash on completion unless otherwise indicated above. A draw schedule will be furnished on all construction exceeding \$5,000.00. interest will be charged after maturity at the rate of 1.5% per month. Should customer fail to pay pursuant to the draw schedule, Latite reserves the right to suspend further performance of its contractual obligations until payment of all past due amounts are made. Latite's continued performance despite customer's failure to pay shall not be deemed a waiver of any default by customer, whether or not declared. Should a dispute arise out of or in connection with this Agreement, then the prevailing party shall be entitled to all reasonable attorneys' fees and court costs in any administrative procedure, litigation or arbitration, at all levels including without limitation trial and appellate. In any matter involving payment for services and/or materials performed or furnished, the unpaid party shall be entitled to costs, expenses and attorney's fees incurred before suit.**

8. **Payment in full of all amounts hereunder shall be a condition precedent to the obligation of Latite or the manufacturer to issue any applicable bond or give any warranty hereunder to the owner.** This term shall survive as a contractual obligation and be incorporated into the agreement of the parties. Latite will provide releases of liens based on statutory form prescribed by Section 713.20 Florida Statutes.

9. Latite is not responsible for the quality of material or workmanship of other contractors or subcontractors whose work supersedes or follows that of Latite. Further, Latite is not responsible for preexisting conditions that tie into or affect the work, provided that the pre-existing condition is not open and obvious. Any warranty provided by or through Latite shall be void where the claimed failure of the Work is caused in whole or in part by preexisting conditions or the work of others. Preexisting conditions shall include but not be limited to buildings found to be structurally deficient, cracked slabs or other conditions or causes not within Latite's scope of work but that effect the integrity of Latite's work.

10. Latite approaches every job in a professional manner and will make every effort to protect all finished surfaces as reasonably required and consistent with industry standards. Notwithstanding, any surface or item that Latite cannot protect, such as pool decks, driveways, walkways, lawns, outside furniture, vehicles, landscaping, sprinklers, etc., as well as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, shall be the responsibility of the customer/contractor or owner to protect as they deem fit. Latite assumes no responsibility for cracked or damaged driveways, sidewalks, curbing, interior surfaces, or other site work and shall not be liable for any interior damage sustained by owner after acceptance of Latite's work, or incidental or consequential damages to the building structure or its contents. Owner/Customer shall hold Latite harmless for interior damages sustained after acceptance of Latite's work and shall look solely to its own insurance provider for coverage. Owner/Customer and anyone else on customer's behalf, waives all rights of subrogation with respect to claims made under any policy of insurance for damages described in this paragraph. Further, Latite disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose, and limits any warranty to the duration and extent of the express warranties provided for in this contract.

11. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.** Said provisions shall likewise apply where Customer, not the owner, is the claimant, notwithstanding anything to the contrary therein.

# L Shaped Building at Park Place

**SCEC**

## SUBCONTRACTOR BID EVALUATION

Date of Bid: TBD  
 Scope of Work: Build Out  
 Bid Package Number: -  
 Cost Code:  
 Division: 09

SCEC Estimate No/Ref: SCEC 1.25.21  
 Project Number: TBD  
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	IGMAR	Liberty / Restoration	Estimate	Bidder 4	Bidder 5	Bidder 6	*Estimate*
Subcontractor Bid Proposal	1 LS	7,600	68,402					
Bond Premium			n/a	n/a	n/a	n/a	n/a	n/a
Bay 6		14,644						
Flooring		Incl	Incl					
Drywall		Incl	Incl					
Paint		Incl	Incl					
Baseboards		Incl	Incl					
Electrical		Incl	Incl					
Bay 5		12,502						
Flooring		Incl	Incl					
Drywall		Incl	Incl					
Paint		Incl	Incl					
Baseboards		Incl	Incl					
Plumbing		Incl	Incl					
Electrical		Incl	Incl					
Bay 4		4,504	11,164					
Paint Bay Walls		Incl	Incl					
Drywall		Incl	Incl					
Flooring		Incl	Incl					
Baseboard		Incl	Incl					
Bay 3		Incl	Incl					
Paint Bay Walls								
Bay 2		Incl	Incl					
Paint Bay Walls								
Bay 1		21,462						
Flooring		Incl	Incl					
RR Tile		Incl	Incl					
Plumbing		Incl	Incl					
Paint		Incl	Incl					
Baseboard		Incl	Incl					
Bond Premium Adjustment								
Final Price Adjustment								
MWBE Participation (A,W,H,O)								
TOTALS:		60,712	79,566	0	0	0	0	0
BEST COMBINATION:		60,712	IGMAR					





14113 Northwest 8th Street • Sunrise, FL 33325 • Phone: 954-451-8479

Charles League IV  
954-648-3933

1101 NE 40th Ct  
Oakland Park, FL 33334

**Print-date:** 2-10-2021

Igmar Enterprises LLC DBA FL Contractors Group is a full service general contractor licensed and insured in the State of Florida. Our general contractor, has been licensed since 2009 and has successfully completed thousands of projects in South Florida.

At our core, we believe in teamwork, integrity, and commitment. Our company is employee owned and we believe in empowering people to succeed. There is an advantage in choosing Igmar Enterprises LLC DBA FL Contractors Group for your projects, because all members of our team take pride in a job well done.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner accounting to specifications submitted, per standard practices. Our projects come with a 100% satisfaction guarantee we provide a minimum one year warranty on workmanship. All our installation technicians are manufacturer-certified in each product line we provide and undergo annual training to ensure quality installations.

The scope presented in detail on the next pages and can be easily amended per your request. We appreciate the opportunity to provide you a proposal on this project and look forward to hearing from you.

## Price Breakdown

### Bay 1 (Office)

**Group Price: \$21,461.50**

Code	Title	Description
01-5000 Preparation	Floor Prep	- Use drop cloths, plastic, ram-board and tape to safeguard and protect all working areas from debris
09-5100 Acoustical Ceilings	Materials & Labor	- (4) Replace water damaged ceiling tiles
09-2000 Drywall	Materials & Labor	- Supply and install drywall in all areas where removed under mold remediation - Upstairs bathroom and low voltage closet
09-6020 Flooring Materials	Luxury Vinyl (Waterproof Floors)	- Purchase 1050 SF of luxury vinyl floors - Includes waste - Allowance \$3.00 per SF - Purchase 19 bullnose steps
09-6010 Flooring Labor	Luxury Vinyl (Waterproof Floors)	- Install 955 SF of luxury vinyl floors - Install 19 steps with bullnose
06-2000 Finish Carpentry	Baseboards	- Supply and install 5 1/4" baseboards - Caulked and painted - 365 LF

09-2800 Durock	Materials & Labor	<ul style="list-style-type: none"> <li>- Supply and install durock for upstairs bathroom shower</li> <li>- Includes screws, and tape</li> <li>- Supply and install shower curb</li> <li>- Supply and apply red-guard waterproofing agent</li> </ul>
09-3020 Tile Materials	Bathroom Shower	<ul style="list-style-type: none"> <li>- Purchase 105 SF of tile for shower walls</li> <li>- Allowance \$2.50 per SF (\$265.00)</li> <li>- Purchase 25 SF of tile for shower floors</li> <li>- Allowance \$10.00 per SF (\$250.00)</li> </ul>
09-3010 Tile Labor	Bathroom Shower	<ul style="list-style-type: none"> <li>- Install 95 SF of tile for shower walls</li> <li>- Install 20 SF of tile for shower floors</li> </ul>
22-0000 Plumbing	Labor	<ul style="list-style-type: none"> <li>- (3) Supply and install shut off valves</li> <li>- Detach and reset toilet</li> <li>- Purchase and install shower valve, shower head, and shower drain</li> <li>- Supply and install shower liner</li> <li>- Allowance for drain, shower valve and shower head \$300.00</li> </ul>

**Bay 4****Group Price: \$4,504.00**

Code	Title	Description
01-5000 Preparation	Floor Prep	<ul style="list-style-type: none"> <li>- Use drop cloths, plastic, ram-board and tape to safeguard and protect all working areas from debris</li> </ul>
09-2000 Drywall	Materials & Labor	<ul style="list-style-type: none"> <li>- Miscellaneous drywall repairs to prep for paint</li> <li>- Includes mud, tape</li> <li>- Sand and leave ready for paint</li> </ul>
09-9140 Interior Painting	Materials & Labor	<ul style="list-style-type: none"> <li>- Supply and apply sherwin williams drywall primer to areas where drywall repairs are performed</li> <li>- Supply and apply sherwin williams super paint to walls and trim in bay 4 office space</li> </ul>
09-6020 Flooring Materials	Luxury Vinyl (Waterproof Floors)	<ul style="list-style-type: none"> <li>- Purchase 280 SF of luxury vinyl floors</li> <li>- Includes waste</li> <li>- Allowance \$3.00 per SF</li> </ul>
09-6010 Flooring Labor	Luxury Vinyl (Waterproof Floors)	<ul style="list-style-type: none"> <li>- Install 255 SF of luxury vinyl floors</li> </ul>
06-2000 Finish Carpentry	Baseboards	<ul style="list-style-type: none"> <li>- Supply and install 5 1/4" baseboards</li> <li>- 70 LF</li> <li>- Solid wood</li> </ul>

**Bay 5****Group Price: \$12,502.00**

Code	Title	Description
01-5000 Preparation	Floor Prep	<ul style="list-style-type: none"> <li>- Use drop cloths, plastic, ram-board and tape to safeguard and protect all working areas from debris</li> </ul>
09-2000 Drywall	Materials & Labor	<ul style="list-style-type: none"> <li>- Supply and install drywall in all areas where removed under mold remediation</li> </ul>
26-0000 Electrical	Labor	<ul style="list-style-type: none"> <li>- Detach and reset lights, outlets, switches in areas where drywall is being removed during mold remediation</li> <li>- Terminate all electrical points in rooms being demolished</li> </ul>
09-9140 Interior Painting	Materials & Labor	<ul style="list-style-type: none"> <li>- Supply and apply sherwin williams primer to all areas where new drywall is installed</li> <li>- Supply and apply sherwin williams super paint to all interior walls, doors and trim</li> </ul>
22-0000 Plumbing	Labor	<ul style="list-style-type: none"> <li>- Detach and reset pedestal sink</li> <li>- Detach and reset toilet</li> <li>-(3) Replace shut off valves</li> </ul>
09-3020 Tile	Bathroom Tile	<ul style="list-style-type: none"> <li>- Purchase 55 SF of tile for bay 5 bathroom floor</li> </ul>

## Materials

- Includes waste
- Allowance \$3.00 per SF

09-3010 Tile Labor	Installation	<ul style="list-style-type: none"> <li>- Install 50 SF of tile in bay 5 bathroom</li> <li>- Install tile baseboards</li> </ul>
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## Bay 6

Group Price: \$14,644.00

Code	Title	Description
01-5000 Preparation	Floor Prep	- Use drop cloths, plastic, ram-board and tape to safeguard and protect all working areas from debris
09-2000 Drywall	Materials & Labor	- Supply and install drywall in all areas where removed under mold remediation
26-0000 Electrical	Labor	<ul style="list-style-type: none"> <li>- Detach and reset lights, outlets, switches in areas where drywall is being removed during mold remediation</li> <li>- Terminate all electrical points in rooms being demolished</li> </ul>
09-9140 Interior Painting	Materials & Labor	<ul style="list-style-type: none"> <li>- Supply and apply sherwin williams primer to all areas where new drywall is installed</li> <li>- Supply and apply sherwin williams super paint to all interior walls, doors and trim</li> </ul>
09-6020 Flooring Materials	Luxury Vinyl (Waterproof Floors)	<ul style="list-style-type: none"> <li>- Purchase 280 SF of luxury vinyl floors</li> <li>- Includes waste</li> <li>- Allowance \$3.00 per SF</li> </ul>
09-6010 Flooring Labor	Luxury Vinyl (Waterproof Floors)	- Install 255 SF of luxury vinyl floors
06-2000 Finish Carpentry	Baseboards	<ul style="list-style-type: none"> <li>- Supply and install 5 1/4" baseboards</li> <li>- 100 LF</li> <li>- Solid wood</li> </ul>

## Supervision

Group Price: \$2,100.00

Code	Title	Description
01-3120 Jobsite Supervision	Supervision	<ul style="list-style-type: none"> <li>- Assigned project manager</li> <li>- Builder-trend online portal with live calendar</li> <li>- Approx. 60 Hrs @ \$35.00 per HR</li> </ul>

## Profit

Group Price: \$5,500.00

Code	Title	Description
01-3000 Project Administration	Profit	- 10% profit

Total Price: \$60,711.50

*Any alteration or deviation from above specifications involving extra costs will be accepted only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. If not accepted within 15 days, this proposal may be withdrawn by Igmar Enterprises LLC DBA FL Contractors Group.*

**Allowances:** an amount specified and included in the construction contract for a certain item of work (e.g., appliances, lighting, etc.) whose details are not yet determined. If the cost is less than the allowance amount, client will receive a deduction on final payment. If the cost of the materials is greater than the allowance amount, client is responsible to pay additional expenses prior to final payment.

**Disclaimer:** The scope of work as defined above represents the complete and total agreement between the parties. Any work not specifically itemized above including but not limited to existing defects whether known or unknown that become

- exposed as part of the performance of the agreed upon work may be subject to additional fees.

**Permission to use images** - Owner hereby grants and provides consent to Igmar Enterprises LLC DBA FL Contractors Group and the company's officers, agents, and or employees to take photographs and or video and sound recordings . (herein after referred to as "Media") of the above referenced property before during or after project completion. Said media will be used to provide progress reports and may be used by Igmar Enterprises LLC DBA FL Contractors Group for marketing purposes.

**Permit Fees** - I hereby acknowledge that city or county permit fees are the responsibility of the client. Igmar Enterprises LLC DBA FL Contractors Group may provide permit expediting if included in the scope above, however, the permit fees assessed by the city or county are the responsibility of the client.

**Payment Terms:**

Igmar Enterprises LLC DBA FL Contractors Group payment terms incorporate payments throughout the project. Final payment is not due until client states that they are 100% satisfied with all aspects of the project and certify their satisfaction by signature of Certificate of Completion.

**Payments are due as follows:**

- 50% Upon execution and signing of agreement
- 30% Upon project start
- 25% At 75% completion
- 5% Upon project completion

**Signature**

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**Print Name:**

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**Date:**

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\*Only one proposal can be approved. Approving this will decline all other available proposals.



## Liberty Extraction and Drying, LLC

18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
577. Temporary toilet (per month)	2.00 MO	0.00	112.69	0.00	45.08	270.46
578. HVAC Technician - per hour	5.00 HR	0.00	90.30	0.00	90.30	541.80
579. Scaffolding Setup & Take down - per hour	36.00 HR	0.00	35.83	0.00	257.98	1,547.86
<i>4 hours for concierge room - Suite 1</i>						
<i>16 hours for warehouse - Suite 5</i>						
<i>16 hours for warehouse - Suite 6</i>						
580. Scaffold - per section (per week)	32.00 WK	0.00	51.21	0.00	327.74	1,966.46
<i>16 sections x 2 weeks</i>						
581. Fall protection harness and lanyard - per week	8.00 WK	0.00	22.00	0.00	35.20	211.20
<i>4 sets x 2 weeks</i>						
Totals: General				287.33	2,862.66	28,577.23

### Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
582. Tile floor covering labor minimum	1.00 EA	0.00	47.18	0.00	9.44	56.62
583. Cabinetry labor minimum	1.00 EA	0.00	72.06	0.00	14.42	86.48
584. Finish carpentry labor minimum	1.00 EA	0.00	113.94	0.00	22.78	136.72
585. Acoustic ceiling tile labor minimum	1.00 EA	0.00	261.11	0.00	52.22	313.33
586. Toilet & bath accessory labor minimum	1.00 EA	0.00	118.93	0.00	23.78	142.71
Totals: Labor Minimums Applied				0.00	122.64	735.86
Line Item Totals: OAKPARK_JACO_MLD_RBD				2,334.28	14,140.02	194,526.52



## Liberty Extraction and Drying, LLC

18495 S. Dixie Hwy. #177  
 Cutler Bay, FL 33157  
 Office: (786) 429-3200  
 Fax: (305) 397-1189  
 Website: LibertyRestores.com

### Grand Total Areas:

22,798.08 SF Walls	8,163.89 SF Ceiling	30,961.97 SF Walls and Ceiling
8,194.35 SF Floor	910.48 SY Flooring	1,701.70 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,761.31 LF Ceil. Perimeter
8,194.35 Floor Area	8,606.83 Total Area	21,857.06 Interior Wall Area
14,379.17 Exterior Wall Area	947.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Mold Remediation	114,960.66	59.10%	114,960.66	59.10%
Repair	68,402.30	35.16%	68,402.30	35.16%
Suite 4	11,163.56	5.74%	11,163.56	5.74%
Total	194,526.52	100.00%	194,526.52	100.00%



## Liberty Extraction and Drying, LLC

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18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Summary for Mold Remediation

Line Item Total	112,914.42
Material Sales Tax	1,036.24
Cleaning Mat Tax	0.34
Subtotal	113,951.00
Overhead	448.36
Profit	448.36
Total Cleaning Tax	112.94
<b>Replacement Cost Value</b>	<b>\$114,960.66</b>
<b>Net Claim</b>	<b>\$114,960.66</b>

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Greg Swenson  
General Manager



## Liberty Extraction and Drying, LLC

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18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Summary for Repair

Line Item Total	55,990.97
Material Sales Tax	951.30
Subtotal	56,942.27
Overhead	5,694.30
Profit	5,694.30
Total Cleaning Tax	71.43
Replacement Cost Value	\$68,402.30
Net Claim	\$68,402.30

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Greg Swenson  
General Manager





## Liberty Extraction and Drying, LLC

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18495 S. Dixie Hwy. #177  
Cutler Bay, FL 33157  
Office: (786) 429-3200  
Fax: (305) 397-1189  
Website: LibertyRestores.com

### Summary for Suite 4

Line Item Total	9,146.83
Material Sales Tax	126.62
Subtotal	9,273.45
Overhead	927.35
Profit	927.35
Total Cleaning Tax	35.41
Replacement Cost Value	\$11,163.56
Net Claim	\$11,163.56

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Greg Swenson  
General Manager

## L Shaped Building at Park Place

Date of Bid:	TBD
Scope of Work:	<b>Painting</b>
Bid Package Number:	09900
Cost Code:	09 90 00
Division:	09

SUBCONTRACTOR |

SCEC Estimate No/Ref:

Project Number:

Cost per SF:

[illegible]

**BEST COMBINATION:** 27,728 Color Factory

**SELECTED SUBCONTRACTOR:**

## Color Factory

Estimate Prepared by: ES  
Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



General Contractor, Painting and Waterproofing  
www.colorfactorypaint.com

**Color Factory, Inc. DBA Azzurri Kitchens**

680 South Military Trail  
Deerfield Beach FL 33442

Fax.: (954) 978-2143 - Phone: 9549782294

## Estimate/Contract

Customer
State Contracting & Engineering Paul Cartey FAX: 954-922-3755

Project:	Z9786-Oakland Park Exteri		
Estimator		Isac	
Rep	Proposal #	Date	TERMS
MPerr	38366	2/5/2021	Net 30

Description	Qty(Sf/Lf)	Unit \$	Total \$
Z9786-Oakland Park Exterior Repaint of L Shaped Bldg-38366			
MAIN BLDG			
PREPERATION			
PRESSURE WASH ENTIRE BUILDING INCLUDING TILE BARREL OVERHANGS & ROLL UP DOORS	48	45.00	2,160.00
PATCH CRACKS & CHIPS			
ELASTOMERIC PATCH- Price per Gallon	12	48.36	580.32
Labor - Price per hour	48	45.00	2,160.00
STUCCO PATCH			
MATERIAL	1	300.00	300.00
Labor - Price per hour	12	45.00	540.00
PREP & SAND EXTERIOR DOORS & DOWNPOUTS	4	45.00	180.00
APPLY PRIMER & PAINT TO EXTERIOR BUILDING WALLS, DOORS & DOWNPOUTS			
LOXON CONDITIONER PRIMER - Price per Gallon	120	27.60	3,312.00
A100 SATIN - Price per Gallon	120	32.76	3,931.20
PRO-CRYL PRIMER - Price per Gallon	4	55.33	221.32
DTM SEMI-GLOSS - Price per Gallon	4	44.25	177.00
PREPRITE BLOCK FILLER - Price per Gallon	5	22.26	111.30
DOW 790 CAULK- Price per sausage	40	22.66	906.40
Labor - Price per hour	126	45.00	5,670.00
DUMPSTER ENCLOSURE			
PREPERATION			
PRESSURE WASH	1	45.00	45.00

**Total**



Signature



General Contractor, Painting and Waterproofing  
www.colorfactorypaint.com

**Color Factory, Inc. DBA Azzurri Kitchens**

680 South Military Trail  
Deerfield Beach FL 33442

Fax.: (954) 978-2143 - Phone: 9549782294

## Estimate/Contract

<b>Customer</b>
State Contracting & Engineering Paul Carley FAX: 954-922-3755

<b>Project:</b>	<b>Z9786-Oakland Park Exteri</b>		
<b>Estimator</b>		<b>Isac</b>	
<b>Rep</b>	<b>Proposal #</b>	<b>Date</b>	<b>TERMS</b>
<b>MPerr</b>	38366	2/5/2021	Net 30

Description	Qty(Sf/Lf)	Unit \$	Total \$
PATCH CRACKS & CHIPS			
ELASTOMERIC PATCH- Price per Gallon	1	48.36	<del>48.36</del>
Labor - Price per hour	2	45.00	<del>90.00</del>
PRIMER & PANT			
LOXON CONDITIONER PRIMER - Price per Gallon	5	27.60	<del>138.00</del>
A100 SATIN - Price per Gallon	5	32.76	<del>163.80</del>
Labor - Price per hour	4	45.00	<del>180.00</del>
EQUIPMENT 40FT BOOM LIFT	1	3,000.00	3,000.00
INSURANCE~2%	1	478.29	478.29
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in substantial workmanlike manner for the sum listed below with payments to be made as follows: Net 30		0.00	0.00
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over or above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.		0.00	0.00
ACCEPTANCE OF PROPOSAL/CONTRACT The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. PROPOSAL VALID FOR 30 DAYS Date: _____ Signature _____		0.00	0.00
			0.00

<b>Total</b>	<b><del>\$24,392.99</del></b>
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Signature

23727.83

**PROJECT NAME:**

Park Place L Shaped Bldg.

**DATE:** 02/09/2021**PROJECT ADDRESS:**1101 N E 40<sup>th</sup> Court, Oakland Park, FL 33334**CONTRACTOR:**

State Contracting &amp; Engineering Corp.

**CONTACT PERSON:**

Eileen See

**PHONE:**

O: 954-923-4747 x107/ C: 954-802-6578

**EMAIL:**

esee@statecontracting.com

**FAX:**

\*\*\*\*\*

**PROPOSAL****Description of work:**

We propose to furnish Material, labor & equipment for the above referenced project based on plans dated: 11/07/19

**Scope of Work:****Exterior Painting :**

- Power wash the main building existing exterior stucco walls including barrel tile, overhangs, dumpster enclosure stucco walls, H/M doors and metal rollup doors & downspouts.
- Patch small chips & cracks. (elastomeric patch)
- Paint main building existing exterior stucco walls, dumpster enclosure existing exterior stucco walls, & overhang soffits, (1-primer coat & 2-paint coats)
- Sand and Paint (7) existing exterior side h/m doors & frames.
- Paint (6) existing metal roll-up doors. exterior side
- Caulk (9) existing windows, exterior side. (window frame to stucco)
- Paint existing downspouts

**Total Lump Sum.....** **\$31,450.25****Exclusions:**

- Permits & Permit fees.
- Any specific others not mentioned in this proposal.

1366 NW 54<sup>TH</sup> STREET, MIAMI, FLORIDA 33142-3859

TEL:(305)-757-7001 – FAX: (305) 759-9247

Miami- Dade: 01BS00420 • Broward: 12-PU-18299-X • Palm Beach: U-21905 • Hillsborough: SP14334



## MBR Solutions

5951 NW 151st Street Bay #41  
Miami Lakes, FL 33014 - Phone - 305 400-8574

Date: **2/8/2021**

### Submitted To:

Name **State Contracting**

Address **5391 N. Nob Hill Road**

City, State ZIP **Sunrise FL 33351**

Attn: **Eileen See**

Email **[esee@statecontracting.com](mailto:esee@statecontracting.com)**

**PROJECT NAME: Park Place L Shaped Building.**

MBR Solutions proposes the following scope of work and pricing for the project in reference.

**SECTIONS BIDDING: 099000 Painting**

### **BASE BID SCOPE OF WORK - PAINTING:**

#### **Exterior Painting:**

- \*Powerwash exterior surfaces to receive new paint.
- \*Powerwash barrel roof tiles at all over hangs
- \*Hairline patching as required.
- \*Prime one (1) Coat Exterior Stucco Walls with Sherwin Williams LOXON Acrylic Conditioner.
- \*Finish two (2) Coats Exterior Stucco Walls with Sherwin Williams LOXON XP Waterproofing Masonry Coating.
- \*Prep and Finish Metal solid Doors, Overhead Doors and Frames including Window Frames with Sherwin Williams ProCryl Primer and SherCryl HPA Finish.

**BASE BID SCOPE OF WORK - PAINTING: \$36,250.00**

### **ALTERNATES- Back Side:**

**\$7,700.00**

- \*Powerwash exterior backside surfaces to receive new paint.
- \*Prime one (1) Coat Exterior Stucco Backside Walls with Sherwin Williams LOXON Acrylic Conditioner.
- \*Finish two (2) Coats Exterior Stucco Backside Walls with Sherwin Williams LOXON XP Waterproofing Masonry Coating.

*Note: Tree and bush removal may be needed to complete job.*

***MBR Solutions will provide all materials, lifts and supplies for the scope.***

### **EXCLUSIONS & QUALIFICATIONS:**

1. For P&P Bond, add 3%.

2. Grinding, prep or touch-up of welds, not included.
3. Bondo prep of metal surfaces, not included.
4. Signage and graphics, not included.
5. Fence not included.
6. Interior Painting not included.
7. Parking stripping not included.
8. Stucco repairs not included.

*\*Everything not stated in this proposal, will be excluded.*

Please if you have any questions, do not hesitate to contact me.  
Thanks for the opportunity.



**Bernie Ramos**

Managing Partner

**MBR Solutions, LLC**

5951 NW 151st Street Bay# 41, Miami Lakes FL 33014

[www.mbrflorida.com](http://www.mbrflorida.com)

[bernieramos@mbrflorida.com](mailto:bernieramos@mbrflorida.com)

Phone: 305-400-8574 / Cell: 754-422-7056



# BID PACKAGE

## Scope of Work

### Park Place L Shaped Building PAINTING

Bid shall include the following:

item Description		
No.	GENERAL ITEMS:	Y/N
1	Furnish a complete package of painting per attached scope for exterior building.	Y
2	Provide DAILY jobsite cleanup for scope of work, into dumpsters supplied by SCEC.	Y
3	Furnish and install caulking at all windows.	Y
4	Include surface preparation as per industry standards.	Y
No.	JOB SPECIFIC:	Y/N
5	Pressure clean and patch existing exterior surfaces to receive new paint finish.	Y
6	Pressure clean barrel roof tiles at all over hangs.	Y
7	Paint exterior building.	Y
No.	OTHER:	Y/N
No.	SCHEDULE	Y/N
8	The work is tentatively scheduled to commence in March 2021.	Y
No.	ALTERNATES AND UNIT PRICES	Y/N
9	Interior Scope yet to be defined. Provide separate cost per day for interior painting.	



# Loxon® XP

## Waterproofing Masonry Coating-Flat

LX11-50 Series



### CHARACTERISTICS

Loxon XP is an exterior, high build coating that provides excellent flexibility, durability and weather resistance. This product will protect against wind-driven rain when used on concrete, CMU, stucco and shotcrete-gunite. It is highly alkali and efflorescence resistant. This may be applied to a surface with a pH of 6 to 13.

Apply directly to fresh concrete (at least 7 days old) Shotcrete/gunite surfaces may be painted after 3 days

Can be applied over high pH (up to 13) substrates, no primer required

Can be applied down to 35°F

**Color:** Most Colors

**1 coat system, brush, roller, or spray applied, coverage per coat:**

Wet mils: 14.5-18.5

Dry mils: 6.5-8.4

Coverage sq.ft. per gallon 85-110

Can be applied up to 40 mils wet.

Coverage will vary with the substrate and the texture. Coverage on porous & rough stucco 80 square feet per gallon

**Drying Schedule @ 50% RH: temperature and humidity dependent**

**Touch:** @35-45°F @ 45°F+ 6 hrs 4 hrs

**Recoat:** 24-48 hrs 24 hrs

Drying time is temperature, humidity, and film thickness dependent.

**Finish:** 0-10 units @ 85°

**Tinting with CCE only:**

Base	oz.per gallon	Strength
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep	10-12	SherColor
Light Yellow	0-12	SherColor

**Extra White LX11W0051**  
(may vary by color)

**V.O.C. (less exempt solvents):**

less than 50 grams per litre; 0.42 lbs. per gallon  
As per 40 CFR 59.406

**Volume Solids:** 45 ± 2%

**Weight Solids:** 61 ± 2%

**Weight per Gallon:** 11.47 lb

**Flash Point:** NA

**Vehicle Type:** Proprietary Acrylic

**Shelf Life:** 36 months, unopened

**Mildew Resistant:**

This coating contains agents which inhibit the growth of mildew on the surface of this coating film. Passes ASTM D3273/D3274

### COMPLIANCE

As of 05/14/2019, Complies with:

<b>OTC</b>	Yes
<b>OTC Phase II</b>	Yes
<b>SCAQMD</b>	Yes
<b>CARB</b>	Yes
<b>CARB SCM 2007</b>	Yes
<b>Canada</b>	Yes
<b>LEED® v4 &amp; v4.1 Emissions</b>	N/A
<b>LEED® v4 &amp; v4.1 V.O.C.</b>	Yes
<b>EPD-NSF® Certified</b>	N/A
<b>MIR-Manufacturer Inventory</b>	N/A
<b>MPI®</b>	Yes

### APPLICATION

**Temperature:**

minimum 35°F

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

**Reducer:** Do not reduce

**Airless Spray:**

Pressure 2300 p.s.i.

Tip .021 inch

Brush Use a nylon/polyester brush

Roller Cover Use a ½ to 1½ inch nap synthetic roller cover.

The substrate and its condition will determine the application procedure. Considerations to minimize pinholes:

- 2 coat application with overnight drying between coats
- Spray application with backrolling
- Power rolling

Spray and backroll on porous & rough stucco to achieve required film build and a pin-hole free surface.

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

Do not reduce.

### APPLICATION TIPS

For proper waterproofing performance and to resist alkalis, 2 coats of the coating **MUST** be applied between 14.5 - 18.5 mils wet per coat.

A total dry film thickness of 13 - 16.8 mils of topcoat and a surface with 10 or less pinholes per square foot is required for a waterproofing system.

For extremely porous block a coat of Loxon Block Surfacers may be required to achieve a pinhole free surface.

For rehabilitating existing concrete water tanks, additional products may be used.

### RECOMMENDED SYSTEMS

**Concrete, Stucco, Concrete Block, CMU, Split-face Block, and other Cementitious surfaces**

- 1 coat Loxon Acrylic Block Surfacers (if needed) or Loxon Conditioner (if needed)
- 1-2 coats Loxon XP

**Previously Coated in good condition:**

After power washing, apply 1 coat of Loxon XP over the surface.

**Incidental Wood:**

- 1 coat Exterior Latex Wood Primer
- 1-2 coats Loxon XP

**Incidental Metal:**

- (steel, galvanized, or aluminum):
- 1 coat Pro Industrial Pro-Cryl Primer
- 1-2 coats Loxon XP

**Waterproofing System:**

- Two coats of topcoat
- 6.5 to 8.4 mils dft per coat
- 13 to 16.8 mils total dry film thickness
- 10 or less pinholes per square foot

# Loxon® XP

## Waterproofing Masonry Coating-Flat

### SURFACE PREPARATION

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

#### **Concrete, CMU, Stucco:**

On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Rough surfaces can be filled to provide a smooth surface.

#### **Incidental Metal:**

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. Primer required.

#### **Incidental Wood:**

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Primer required.

**Sealing and Patching**—After cleaning the surface thoroughly, prime the concrete surface with Loxon XP, apply an elastomeric patch or sealant if needed, allow to dry, then topcoat.

To improve the performance consider:

- Use caution when preparing the substrate to create a uniform surface.
- Cracks, crevices, and through-wall openings must be patched with an elastomeric patch or sealant.
- Fill voids and openings around window and doors with an elastomeric patch or sealant.
- Stripe coat all inside and outside corners and edges with 1 coat of Loxon XP coating.

### SURFACE PREPARATION

#### **Mildew:**

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

### PHYSICAL PROPERTIES

Do not paint on wet surfaces.

#### **LX11W0051**

**Wind-Driven Rain Test :** Pass

Method: ASTM D6904-03

2 coats Loxon XP @ 6.4-8.3 mils dft/ct

**Water Vapor Permeance :** 17.96 perms

Method: ASTM D1653 14 day cure @ 77°F & 50% RH

2 coats Loxon XP @ 6.5 mils dft/ct

**Elongation :** 275%

Method: ASTM D2370, 14 day cure @ 77°F & 50% RH

1 coat Loxon XP @ 9.4 mils dft

**Tensile Strength :** 285 psi

Method: ASTM D2370, 14 day cure @ 77°F & 50% RH

1 coat Loxon XP @ 9.4 mils dft

#### **Flexibility:**

Method: ASTM D522

Result: Pass

#### **Alkali Resistance:**

Method: ASTM D1308

Result: Pass

#### **Chloride Ion Permeability:**

Result: 243 coulombs

Result: "Very Low" Permeability Class

#### **CO<sub>2</sub> Diffusion (anti-carbonation):**

Method: ASTM F2476

Result: 344 meters

equivalent air thickness >50 meters to pass

8.0 g/m<sup>2</sup>/24 hrs

#### **Crack Bridging: Class A5**

Method: EN 1062-7 Method A

Result: up to 2.5 mm @-10°C

#### **Efflorescence:**

Method: ASTM D7072-04

Result: None

### CAUTIONS

For exterior use only.

Protect from freezing.

Non-photochemically reactive.

Not for use on horizontal surfaces (floors, roofs, decks, etc.) where water will collect.

Not for use below grade. Will not withstand hydrostatic pressure.

Before using, carefully read **CAUTIONS** on label.

**ZINC.** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 05/14/2020 LX11W0051 23 00  
FRC, SP

### CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

## L Shaped Building at Park Place

Date of Bid:	TBD
Scope of Work:	<b>HVAC -Duct Cleaning</b>
Bid Package Number:	50114
Cost Code:	23 00 00
Division:	23

SUBCONTRACTOR |

SCEC Estimate No/Ref:  
Project Number:  
Cost per SF:

[illegible]



**(888) 893-9110**

**License # CAC1816309**

**License # MRSR244**

Corp. Office/ Billing Office  
6457 Hazeltine National Dr.  
Suite 145  
Orlando, FL 32822  
407-243-6601

Regional Office  
1334 Timberlane Road  
Suite 15  
Tallahassee, FL 32312  
850-545-5023

Regional Office  
3030 N Rocky Point Dr.  
West Suite 150  
Tampa Bay, FL 33607  
813-341-2998

Regional Office  
115 Hickory Street  
Suite 204  
Melbourne, FL 32904  
321-299-7149

Regional Office  
301 S Perimeter Park Dr.  
Suite 100  
Nashville, TN 37211  
615-405-6914

Regional Office  
4600 Touchton Rd. Suite 150  
Deerwood Park N Bldg. #100  
Jacksonville, FL 32246  
904-565-4056

Regional Office  
1415 Panther Lane  
Suite 324  
Naples, FL 34109  
239-275-2284

Regional Office  
5237 Summerlin Common Blv  
Suite 408  
Fort Myers, FL 33907  
239-275-2284

[www.ductdetectives.com](http://www.ductdetectives.com)

## **Assessment, Cleaning, & Restoration of HVAC Systems**

Attention: Eileen See

Date: 1/27/2021

[eesee@statecontracting.com](mailto:eesee@statecontracting.com)

954.923.4747 (ext. 107)

**State Contracting & Engineering Corp.**

Project: **Oakland Park Building**  
1101 NE 40th Court  
Oakland Park, FL 33334



This project will be performed per the National Air Duct Cleaners Association (NADCA) ACR 2013 standard. It defines the minimum performance and procedural requirements for the assessment, cleaning and restoration of HVAC systems. All HVAC cleaning and restoration projects are unique and, in certain circumstances, common sense, experience and professional judgement may justify deviation from this standard or other specification provided. Duct Detectives will work with the contractor on a case by case basis, if necessary and in that event.

**Scope of Work:** Internally cleaning the existing AHUs, supply air ducts, return air ducts, and all associated air vents serving all six bays for the Oakland Park Building project. All duct board or internally lined ductwork will be coated internally with IAQ Fiberlock 8000. All cleaning will be performed per ACR 2013 NADCA standards.

#### **SPECIFIC INFORMATION RELATED TO THIS PROJECT;**

Verification of Cleanliness- METHOD #1

Coil Cleaning - TYPE #2

Containment - LEVEL #1

Indoor Environments – CONDITION # 1 upon completion

**OTHER;** If during the cleaning process, damaged system components are discovered they will be documented and reported to the client. Repairs will be made at an agreed extra cost.

**WORK HOURS / SCHEDULE;** Daytime or Night and Monday to Friday.

- Before duct cleaning can begin, all smoke detectors located within the air duct system must be deactivated by the owner.

- AHUs must be shut off by the owner before air duct cleaning can begin.

---

**Urban Farming Cost: \$8,530.00**  
(Bays 1-3)

**AirMazing Cost: \$8,530.00**  
(Bays 4-6)

**Total Cost: \$17,060.00**

---

\*Our proposal is based on 1 phase/trip of mobilization cost. If it is determined that additional phases/trips are required, we will provide an additional estimate/change order to cover the extra mobilization cost. Quote includes all Wages, Materials, Equipment, Mobilization Cost, and Insurance to complete the above description of services per "ACR 2013 NADCA Standard".

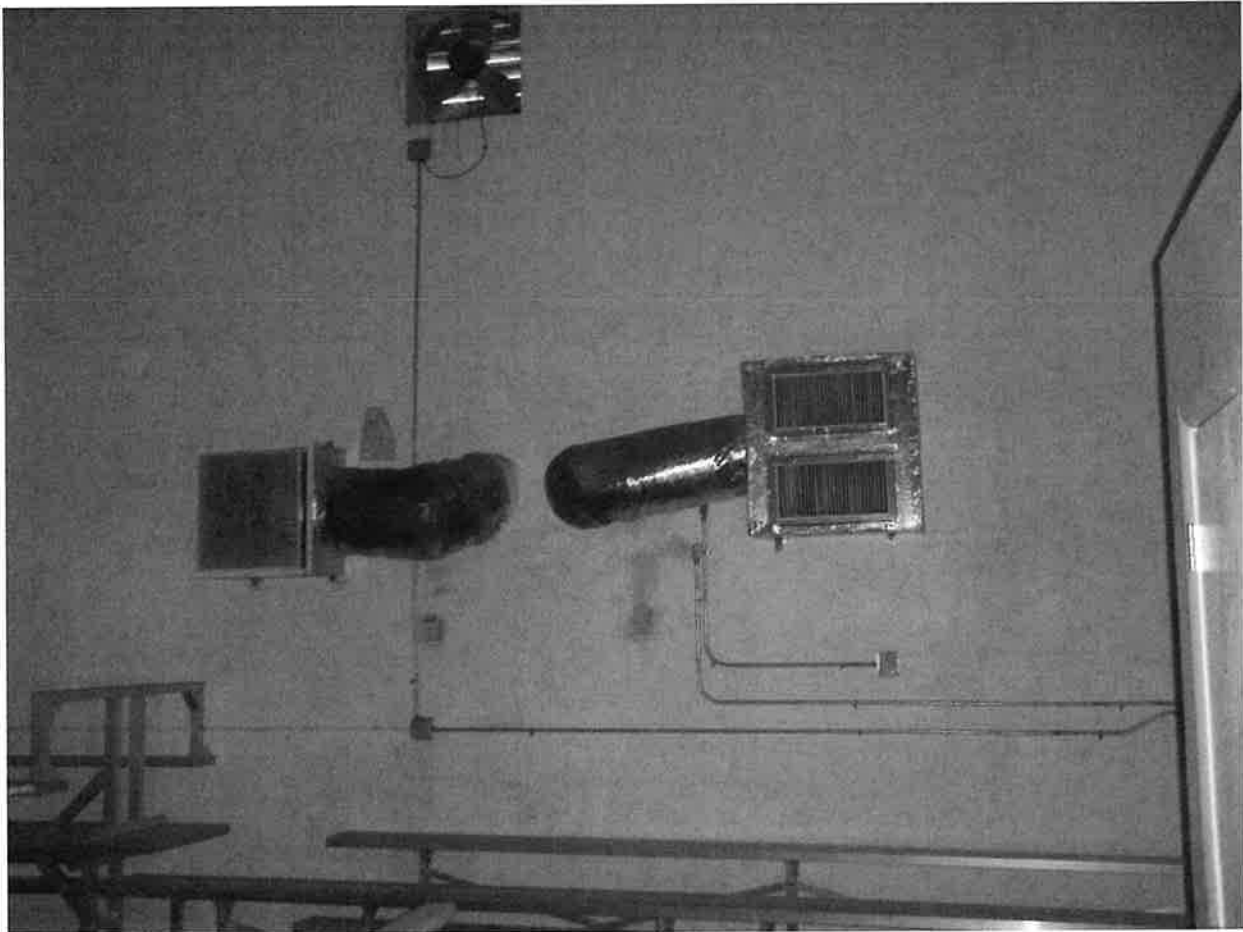
**Excluded:** Drywall cutting or patching to access air ducts must be provided by others.

Labor or materials to install filters or filter media for AHUs or covering air vents will be provided by others.

Covering air vents with temporary filter media after air duct cleaning is completed.

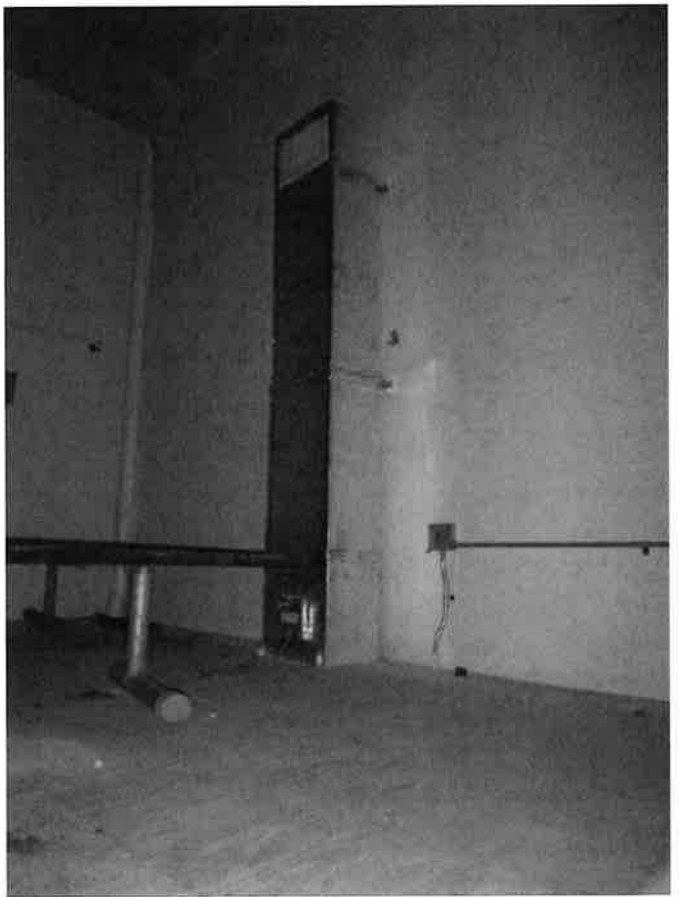
Flexible duct replacement.

**\*Quote is valid for 60 days from the date shown above\***

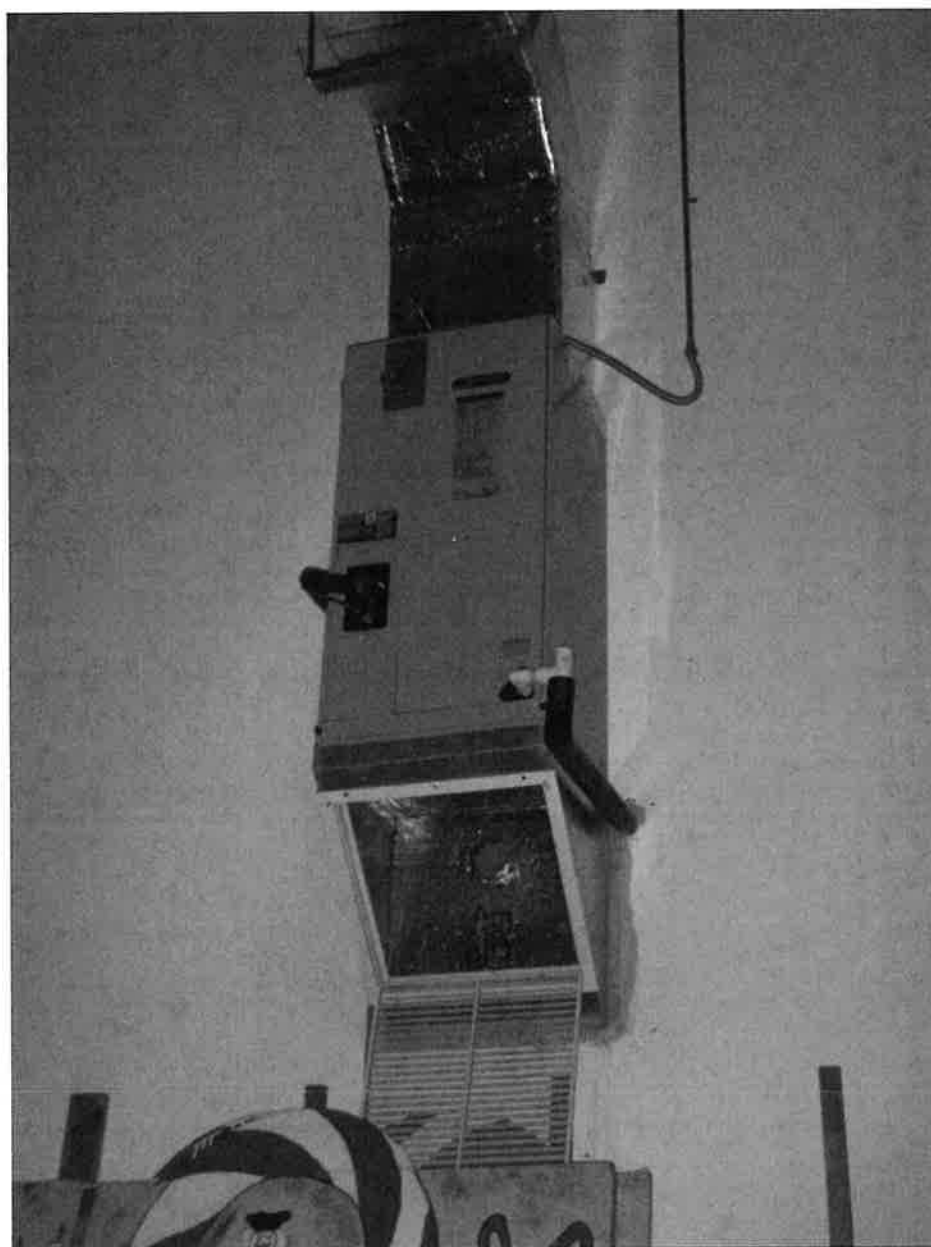












## Post Project Report

Daily project reports will be presented to include digital documentation, findings, recommendations, and success of services provided.

Duct Detectives, Inc. is a licensed/insured (4,000,000)/ NADCA certified company. We have over 32 years of combined experience in the Duct Cleaning, Installation, and Restoration Business. We look forward to working with you on this project.

Thank you for allowing Duct Detectives, Inc. to bid on this project.

Mato Barisic – Chief Estimator  
Office # 407-243-6601 ext. # 102  
[mato.barisic@ductdetectives.com](mailto:mato.barisic@ductdetectives.com)

Chad Cowan – President  
Office # 407-243-6601 ext. # 101  
[chad.cowan@ductdetectives.com](mailto:chad.cowan@ductdetectives.com)

Bo Levesque – Operations  
Office # 407-243-6601 ext. # 105  
[bo.levesque@ductdetectives.com](mailto:bo.levesque@ductdetectives.com)

Acceptance/Approval for this scope of service:

- Oakland Park Building / Cost: \$17,060.00
- Urban Farming Cost: \$8,530.00  
(Bays 1-3)
- AirMazing Cost: \$8,530.00  
(Bays 4-6)

Name: \_\_\_\_\_ / \_\_\_\_\_  
(Sign) (Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Verification of Cleanliness**

**5.2 Description of Method 1 - Visual Inspection:** A visual inspection of porous and non-porous HVAC system components *shall* be conducted to assess that the HVAC system is visibly clean. An interior surface is considered visibly clean when it is free from non-adhered substances and debris. If a component is visibly clean then no further cleanliness verification methods are necessary.

**5.3 Description of Method 2 - Surface Comparison Testing:** The Surface Comparison Test *may* be used to determine cleanliness of both non-porous and porous HVAC component surfaces. The component's surface conditions are evaluated by comparing visible characteristics of the test surface before and after implementing a specific procedure of contact vacuuming.

## **Coil Cleaning**

**4.12.2 Type 1 Coil Cleaning (Dry Cleaning):** Type 1 methods of coil cleaning *shall* be used for removing loose dust, dirt or debris collected upon coil surfaces. Negative air machines *shall* be operated continuously during Type 1 coil cleaning process. The coil *shall* be isolated from the duct system during the cleaning process to ensure disrupted particulate does not migrate to, or redeposit on, unintended areas. Physical removal of debris *may* be accomplished through a variety of methods which *may* include:

- HEPA-filtered contact vacuuming
- Brushes for penetrating between coil fins
- Compressed air
- Fin straightening tools

**4.12.4 Type 2 Coil Cleaning (Wet Cleaning):** Type 2 cleaning methods are appropriate for removing adhered debris on all coil, drain pan and drain line surfaces. Type 2 cleaning *shall* be performed after non-adhered substance has been removed using Type 1 methods. Type 2 cleaning *may* include the following methods:

- All methods under Type 1
- Application of coil cleaning products (which *shall* be used in accordance with the manufacturer's product labeling)
- Water washing at normal water line pressure
- Pressure washing equipment

## **Containment**

**3.9 Level 1 Containment:** Level 1 is the minimum level of containment that *shall* be used on all HVAC system cleaning projects.

**3.9.2 Protective Coverings:** Clean, protective coverings *shall* be used within the work area. Protective coverings *shall* extend beyond the work area to provide protection of flooring, equipment, and furniture whenever necessary.

## **Indoor Environments**

**Conditions:** For the purpose of this Standard, Conditions 1, 2, and 3 are defined for indoor environments relative to mold. Definitions for each Condition are as follows:

**Condition 1 (normal ecology):** An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity is reflective of a normal fungal ecology for an indoor environment (See IICRC S520).

**Condition 2 (settled spores and trace growth):** An indoor environment, which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth (See IICRC S520).

**Condition 3 (actual growth):** An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden (See IICRC S520).

## L Shaped Building at Park Place

Date of Bid:	TBD
Scope of Work:	<b>Electrical</b>
Bid Package Number:	16050
Cost Code:	26 00 00
Division:	26

**SUBCONTRACTOR I**

SCEC Estimate No/Ref:  
Project Number:  
Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:				
Description	Quantity	Unpurchased Scope				
Bond Premium		n/a				
Remove and replace electrical components in electrical closet for access to mold.		3,500				

## L Shaped Building at Park Place

Date of Bid:	TBD
Scope of Work:	<b>Asphalt Patch</b>
Bid Package Number:	02300
Cost Code:	31 00 00
Division:	31

**SUBCONTRACTOR I**

SCEC Estimate No/Ref:  
Project Number:  
Cost per SF:

[illegible]

**SELECTED SUBCONTRACTOR:** SCEC

Estimate Prepared by: ES  
Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)

# L Shaped Building at Park Place

**SCEC**

## SUBCONTRACTOR BID EVALUATION

Date of Bid: TBD  
 Scope of Work: Flood Barriers  
 Bid Package Number:  
 Cost Code: 32 00 00  
 Division: 32

SCEC Estimate No/Ref: SCEC 02.12.21  
 Project Number: TBD  
 Cost per SF: -

SCOPE OF WORK		SUBCONTRACTOR:							
Description	Quantity	National Flood	Sak Enterprises	PS Industries	Floodproofing	Bidder 5	Bidder 6	*Estimate*	
Bond Premium		45,978	57,133	46,585	31,055				
		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Installation		28,487	Not Included	Not Included	3,000				
Site Consultation & Field Dimensions		2,500	Incl	Not Included	2,500				
Engineering Calcs/ Report		Not Included	Incl	Not Included	3,000				
AC Unit Covers		Incl	Incl	Not Included	Incl				
Scope Adjustment									
Bond Premium Adjustment									
Final Price Adjustment									
MWBE Participation (A,W,H,O)									
TOTALS:		76,965	57,133	46,585	39,555	0	0	0	0

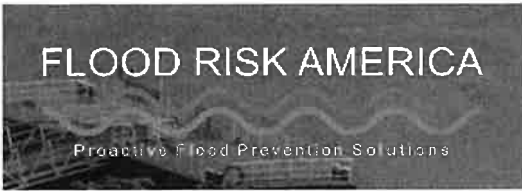
**BEST COMBINATION:** 39,555 Floodproofing

**SELECTED SUBCONTRACTOR:** Floodproofing

Estimate Prepared by: ES  
 Estimate Reviewed by: PAC

Notes:

- 1)
- 2)
- 3)
- 4)
- 5)



QUOTE: 3121  
JOB: SV #2111 Oaland Park at Jaco FP  
DATE: 02.08.21

**FLOOD RISK AMERICA**  
720 Lucerne Avenue, Suite 567  
Lake Worth, Fla. 33460  
Phone: (561) 578-4220  
Email: sgill@floodriskamerica.com

**TO: State Contracting**

**INSTALLATION OF FRA FLOOD PANELS ..... \$ 3,000.00**

**Quote Includes:**  
Installation of material provided by Floodproofing.com  
Deployment training during Initial install mobilization  
Quote is valid for 60 days from above date

**Payment Terms:**  
50% due 2 weeks before shipment  
50% due upon completion of installation

Signature below constitutes intitiation of a formal contract to provide quoted materials noted above.

Approved by \_\_\_\_\_ date \_\_\_\_\_

*Thank you for your business!*

**QUOTE:** 2111 FRA Material| Quote 2.9.21  
**QUOTE DATE:** 2/9/21  
**PROJECT #:** 2111

**Floodproofing.com, Inc.**  
430 Andbro Drive, Unit 1  
Pitman, NJ 08071  
Phone: 800-507-0865  
Email: [plans@floodproofing.com](mailto:plans@floodproofing.com)

**To: State Contracting**

**Project Address:**  
1101 NE 40th Ct  
Oakland Park, FL 33334

<b>Line Item</b>	<b>LOCATION</b>	<b>Product</b>	<b>W (In.)</b>	<b>H (In.)</b>	<b>QTY</b>
1	Single Door	FRA Flood Panel	52	12	1
2	Double Door w/lites	FRA Flood Panel	156	12	1
3	Single Door	FRA Flood Panel	52	12	1
4	Gerage Door	FRA Flood Panel	156	12	1
5	Single Door	FRA Flood Panel	52	12	1
6	Gerege Door	FRA Flood Panel	156	12	1
7	Single Door	FRA Flood Panel	52	12	1
8	Single Door	FRA Flood Panel	52	12	1
9	Gerege Door	FRA Flood Panel	156	12	1
10	Single Door	FRA Flood Panel	52	12	1
11	Gerage Door	FRA Flood Panel	156	12	1
12	Gerege Door	FRA Flood Panel	156	12	1
13	Single Door	FRA Flood Panel	52	12	1
14	Single Door	FRA Flood Panel	52	12	1
15	Garege Door	FRA Flood Panel	156	12	1
16	Single Door	FRA Flood Panel	52	12	1
17	AC Unit Bump Out 4"	FRA Flood Panel	54	10	1
18	AC Unit Bump Out 4"	FRA Flood Panel	54	10	1
19	AC Unit Bump Out 4"	FRA Flood Panel	54	10	1
			SUBTOTAL	\$	28,888.00
			FREIGHT		
			SALES TAX	\$	2,166.60
			TOTAL	\$	31,054.60

**Quote Includes:**

Manufacturer's lifetime warranty materials and workmanship of FRA Panels (excludes gaskets)  
FL PE stamped shop drawings  
Standard mounting hardware (toolless deployment bolts)  
Freight (included if install is contracted with Flood Risk America)  
7.5% sales tax

**Quote Excludes:**

**Dry floodproofing certificate (\$3,000 add if needed)**  
**Installation**  
**Engineering calculation report (\$3,000 add if needed)**

**Notes:**

No returns / No refunds  
Quote is valid for 60 days from above QUOTE DATE  
Leadtime: 6-8 weeks from approval of shop drawings  
*Payment terms (Check or ACH payment preferred. 2.5% fee added to credit card payments):*  
*Total \$9,999 or less - Paid in full at signing*  
*Total \$19,999 or less - 50% nonrefundable deposit/50% prior to shipping*  
*Total \$20,000 or more - 25% nonrefundable deposit/50% at shop drawing approval/25% prior to shipping*

**Signature below constitutes intitation of a formal contract to provide quoted materials noted above.**

**Approved By**

Date \_\_\_\_\_

**Make Checks Payable To: Floodproofing.com, 430 Andbro Drive, Unit 1, Pitman, NJ 08071**

**Floodproofing.com thanks you for your business!**





# Custom Door + Window Flood Barrier

FRA FLOOD PANEL



**A custom-engineered barrier that protects any sized opening against intrusion + flood water damage.**

The Flood Risk America (FRA) Flood Panel uses sustainable flood-seal technology to protect any opening against flood water + is highly resistant to heavy impact forces. Each panel is custom-engineered to meet individual installation requirements + job-specific demands. It is easy to install, deploy, + remove.

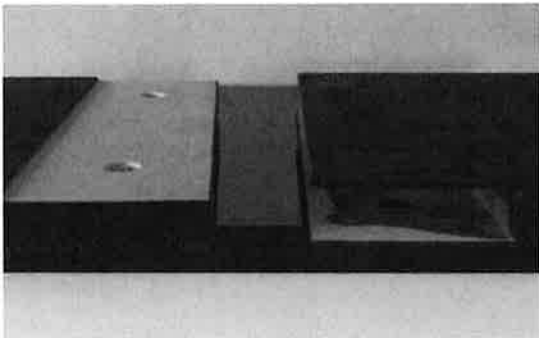


*Storefront Protection Door + Window Barrier*

## Applications

Storefronts | Windows/Doors | Vehicle Access Points | Drain Covers

FEATURES



Spline Connection For Interlocking Sections



Storefront Flood Protection



Durable

Strong Composite Materials



Custom Sizes

Dimensions to Fit Your Needs



Lightweight

Less Than 5 Pounds Per Ft<sup>2</sup>



Quick Deployment

Panels Are Easy To Transport + Install



Versatile

Gasket Conforms To Uneven Surfaces

Technical Specifications

MATERIAL	High Density Foam Core, Fiberglass Skin, Structural Coating
SEAL	Gasket Compression
HARDWARE	Stainless Steel Anchors
WEIGHT	< 5 lbs PSF
DESIGN	Meets FEMA + ASCE Requirements
WARRANTY	Lifetime (Panel Only)



Door Barrier



Window Barrier



Interior Wall Barrier With Corner

HAND TIGHTENING TOOLLESS DEPLOYMENT

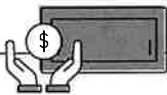




# Complementary Flood Insurance Review

Our floodproofing assessment helped ensure your structure was designed to be properly protected. Now, make sure it reaps the benefits with our complementary review which will lead to a lower flood insurance premium.

## — TAKE ADVANTAGE OF — These Discounts



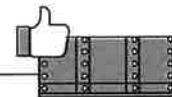
### Proper Venting Discount

Flood risk can be reduced by installing flood vents that prevent foundation damage which can lead to flood insurance discounts.



### Correct Rating

There are many nuances to flood insurance. We can make sure projects or properties are rated correctly + receiving the lowest premium possible.



### Dry Floodproofing Credit

It can be difficult to get approved for dry floodproofing credit. Our specialists can help ensure maximum flood insurance savings with the proper credits.

## — IMPORTANT FACTS — About Our Success

**20 YEARS**  
of helping others

**50%**  
average savings

**5K**  
insurance reviews

## — ARE YOU THE — Property Owner?

### CONTACT OUR EXPERTS

[insurance@floodproofing.com](mailto:insurance@floodproofing.com)  
1 (800) 507 0865



3155 Lakewood Ranch Blvd, Suite 103, Bradenton, FL 34211

**PROPOSAL**

SAKQ5704-01

Feb 9, 2021

**Quoted To:**

**State Contracting**  
Charles League  
5391 N. Nob Hill Road  
Sunrise, FL 33351  
U.S.A.

**Ship To:**

**1101 NE 40th Court**

**SAK Rep:**

Matheus Rodrigues  
*SAK Representative*

941-981-3669 x 205

**Phone**  
**Fax**

<b>Expiration Date:</b> 3/11/2021	<b>Ship Via:</b> Freight	<b>Terms:</b> See Below
-----------------------------------	--------------------------	-------------------------

If NOT listed below this proposal does not include Bonding, Permits, Special Liability Insurance Requirements, Special Liability Insurance Waivers & Blankets, Insurance Umbrella's, Insurance Endorsements, Special Automobile Insurance Requirements, Field Testing, Shop Testing, PE Calculations, any Options if listed below, Installation, Withholding Income Taxes, Sales Tax if applicable or Administrative/Legal time for Reviewing Contracts, Spare Parts, Extended Warranties, or any other special requirements not listed on this Proposal.

All SAK Enterprises Proposals are valid for 30 Days and are subject for review thereafter.

**LEAD TIME:**

4 - 6 Weeks on Submittal Drawings - Approval drawings. Please note that this time frame does not include re-submittal time if re-submittals are required.

12 - 15 Weeks Fabrication - Estimated ship date will be scheduled when final approval drawings are received at our office. (Lead Times change Daily)

The Lead Times above are estimates only on the current schedule and are not binding. Please call us for a more accurate Lead Time.

Please Note: SAK Enterprises is not responsible for delays during the approval process. SAK Enterprises' clock stops while drawings are being approved by others.

SAK Enterprises is not responsible for the wrong dimension sizes or if the quoted quantities are incorrect listed on this Proposal. If you find that we quoted an extra opening, missed an opening, we have an opening size wrong, or flood protection height is not correct, please let us know immediately.

**PAYMENT TERMS:**

Material - 15% Due with Order, 35% Due with Submittals, 40% Due before Shipment, Remainder Balance Due once Shipped.

If SAK Enterprises has not received any specification at the time of this proposal and at if at any time a specification is made available, and differs from the materials or option(s) quoted, additional cost may apply. Please note the SAK Enterprises Specification will be used for the product being quoted, if a Specification is not made available.

All of the openings are seating loads unless unseating is noted in the description.

Structure Design and ability to withstand loads where barrier system attached to is by others, not SAK Enterprises.

The openings have been quoted based on standard anchor edge distances for concrete or filled 8" block. Wall conditions different such as brick or conditions that have layered materials may require a field pull test by others. The field pull test report will need to be given to SAK Enterprises with the results including the anchor edge distance and spacing. This data may have an impact on the frame width and height distance, making the system wider or taller than quoted.

Description	Unit Price	Qty	Ext. Price
Products			

**Prepared By:**

Matheus

**Document Number:**

SAKQ5704-01

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1 of 4

Description	Unit Price	Qty	Ext. Price
<div>■ Single Doors</div> <div> OPENING: 40" w - Flood Protection Height 24"  STE-100 Stackable Aluminum Flood Barrier System  The SAK model STE-100 Stackable Flood Barrier is a light weight economical design that can be integrated to protect openings on new construction projects or simply retrofitted to an existing structure. The STE-100 flexible design allows this system to be deployed in small openings like doorways, wide openings such as large store fronts and parking garage entries.  The STE-100 wall frames and stackable barriers are made entirely from 6061-T6 Structural Aluminum.  INCLUDED: All aluminum jambs, sealants, and standard zinc coated steel hardware necessary for installation.  Standard Mill Finish  Positive Pressure Seating  Face Mount Jambs </div>	\$1,913.00	9	\$17,217.00
<div>■ Overhead Doors, Storefront</div> <div> OPENING: 144" w - Flood Protection Height 24"  STE-100 Stackable Aluminum Flood Barrier System  The SAK model STE-100 Stackable Flood Barrier is a light weight economical design that can be integrated to protect openings on new construction projects or simply retrofitted to an existing structure. The STE-100 flexible design allows this system to be deployed in small openings like doorways, wide openings such as large store fronts and parking garage entries.  The STE-100 wall frames and stackable barriers are made entirely from 6061-T6 Structural Aluminum.  INCLUDED: All aluminum jambs, sealants, and standard zinc coated steel hardware necessary for installation.  Standard Mill Finish  Positive Pressure Seating  Face Mount Jambs </div>	\$3,945.00	7	\$27,615.00
<div>■ AC Units</div> <div> OPENING: 42" w - Flood Protection Height 24"  STE-100 Stackable Aluminum Flood Barrier System  The SAK model STE-100 Stackable Flood Barrier is a light weight economical design that can be integrated to protect openings on new construction projects or simply retrofitted to an existing structure. The STE-100 flexible design allows this system to be deployed in small openings like doorways, wide openings such as large store fronts and parking garage entries.  The STE-100 wall frames and stackable barriers are made entirely from 6061-T6 Structural Aluminum.  INCLUDED: All aluminum jambs, sealants, and standard zinc coated steel hardware necessary for installation.  Standard Mill Finish  Positive Pressure Seating  Face Mount Jambs </div>	\$1,913.00	3	\$5,739.00
<b>SubTotal</b>			<b>\$50,571.00</b>

## Services

Prepared By:

Matheus

Document Number:

SAKQ5704-01

Description	Unit Price	Qty	Ext. Price
■ The Calculations will be signed and sealed by a _____ Professional Engineer.	\$3,200.00	1	\$3,200.00

The Calculations are generated after the submittal drawings are approved. Calculations are generated off of the most critical opening of a specific barrier design to validate design and performance only. If calculations are required for each individual opening, additional charges will apply.

The PE calculation package will be generated with standard hydrostatic loading. Special flood loading (hydrodynamic, impact, wave, wind, and/or seismic, etc.) must be disclosed to the SAK at the time of order entry for the Submittal package and specified in detail by the engineer of record. The loading will be noted on the first page of submittal drawings providing clarity to all approving persons so that the approved returned submittal will provide definitive clear direction for the SAK Professional Engineer that will generate the PE Calculation package. The standard PE Calculation package will have a format consisting of: the signature and seal on the first table of contents page only, the project narrative specifying all information relevant to the flood condition (loading types, determining load factors, worst case, etc.), guidelines for determining flood load factors, submittal drawings, structural model information of the worst case opening, and a breakdown of material properties and design parameters for the flood barrier system used.

Any request to reformat calculations after a final signed and sealed PE calculation package has been generated, will be considered as an additional service and could be met with monetary impact.

\*\*\* Please Note: PE Calculations lead time is an average of 2-4 weeks. Production Lead Time will not start until PE package is sent to production. Lead Time is an estimated only at this time and is not binding.

\*\*\* Please Note: PE Calculations lead time is an average of 2-4 weeks. Production Lead Time will not start until PE package is sent to production. Lead Time is an estimated only at this time and is not binding.

<b>Subtotal</b>		<b>\$53,771.00</b>
<b>Tax</b>		<b>\$3,362.24</b>
<b>Shipping</b>		<b>\$0.00</b>
<b>Grand Total</b>		<b>\$57,133.24</b>

Prepared By:

Matheus

Document Number:

SAKQ5704-01

To accept this quotation, sign here and return:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## TERMS & CONDITIONS

### ACCEPTANCE:

To accept this quotation the Buyer needs to sign on the line above and return a copy to SAK Enterprises, Inc. The quotation will be considered accepted only when the signed copy has been returned and acknowledged by SAK Enterprises, Inc. By signing the quotation, the Buyer acknowledges that he/she has read all the terms and conditions thereof and agrees that this quotation will constitute the contractual agreement between Buyer and Seller. The Buyer further agrees that if any other documentation contains any provision of this quotation, the terms of the quotation govern and the inconsistent terms of any other document are of no force and effect. Modifications, changes, suspensions or cancellations shall not be binding upon SAK Enterprises, Inc., unless approved by SAK Enterprises, Inc., upon terms, which will compensate and reimburse SAK Enterprises, Inc., for all losses.

### PAYMENT TERMS:

Terms subject to establishing credit limits with SAK Enterprises, Inc. For goods sold on account, terms shall be as detailed on proposal "Payment Terms". Late Pay charges of 0.05 percent per day (18 percent annual rate) will be assessed and invoiced on balances over stated proposal "Payment Terms". Buyer shall pay all taxes, levies, and duties and assessments of every nature due in connection with Buyer's purchase of product or services, unless itemized in proposal, production, shipment, deliveries, and all services shall at all times be subject to the approval of SAK Enterprises' Credit Department. SAK Enterprises reserves the right to require full or partial payment in advance if, in our opinion, the financial condition of the Buyer does not justify shipment on terms of payment specified. Accounts not current with payment terms (shown on proposal) may be placed on hold. Once payment has been received or arrangements have been made, orders will be rescheduled based on the current applicable schedule.

### DELIVERIES:

Delivery schedules quoted are SAK Enterprises, Inc., best estimate, based on condition prevailing at the time of quotation. However, deliveries cannot be guaranteed, since conditions may change due to accidents, fires, floods, regulatory delays, delays of carriers, ability to obtain material and qualified labor, and other reasons beyond the reasonable control of SAK Enterprises, Inc. Projected delivery schedule shown on all proposals are estimated at time of proposal. Actual delivery schedule is not determined or scheduled until receipt of any and all final information required, to include Final Approval Drawings, Credit Approval, Purchase Order Acceptance, Receipt of Scheduled Payments, and any other information deemed necessary by SAK Enterprises, Inc. All Deliveries are FOB Origin.

### CANCELLATION:

In the event of cancellation, the purchase is obliged to reimburse SAK Enterprises, Inc., for expenses incurred up until the time of cancellation, including material, labor, overhead, general and administrative expenses. Included in these expenses are all costs related to engineering/design/drafting effort whether or not any material has been supplied or is in process.

#### Cancellation Fees:

- 15% of order if job is cancelled prior to submittal drawings being completed.
- 35% of order if job is cancelled after submittal drawings issued to the customer.
- 75% of orders if job is cancelled after manufacturing materials have been ordered.
- 90% of order if job is cancelled after the manufacturing process has started.
- 100% of order if job is cancelled after the completion of the product.

### WARRANTY:

Standard Manufacturer's One Year warranty applies. All goods sold by SAK Enterprises are warranted to be free from defects in material and workmanship, under normal use and service, for a period of one year (unless otherwise itemized on proposal) from date of tender of delivery, which warranty is in lieu of and excludes all other warranties, whether expressed or implied by operation of law or otherwise. It is expressly understood that the Buyer waives all claims for damages of any kind other than those specified herein, including but not limited to any claims for incidental or consequential damages, and that the price of the product is based on the foregoing warranty. No claim under this warranty will be recognized unless all defective parts are available for inspection by manufacturer, and or manufacturer authorized representative.

### QUANTITIES:

The quoted prices are based on quantities offered. Since engineering and setup are frequently a significant factor in price, should the quantities be reduced, there may be an increase in price.

### SUBMITTALS (Approval Drawings):

The standard Submittal package will be generated with standard hydrostatic loading. Special flood loading (hydrodynamic, impact, wave, wind, and/or seismic, etc.) must be disclosed to the SAK at the time of order. The SAK Designer assigned to your project will set up a time for a telephone discussion to confirm information that is on the SAK internal Submittal work sheet with a member of your team. Items such as substrate, loads and elevations will be confirmed on this call. Please be sure to provide us with a point of contact for this technical discussion. The submittal package will comprise of the technical drawing of the system on the order. The drawing will detail the system, dimensions, anchors to be used and all the loads will be noted as well. Our intent is to provide submittals that provide clarity to all approving persons reviewing the drawings. Even after taking the proactive steps just mentioned, we understand that there could still be the chance that the drawings may need to be revised and resubmitted. If after the second resubmission, there is a request for another revise and resubmit, and new or additional comments / request are noted, or reformatting is requested, this is considered additional services and could result in additional charges. The standard submittal on your order will be for the SAK Model on the order and it will have a BOM (Bill of materials). If additional product data is required for line items on BOM, such as, but not limited to, bolts, washers or gaskets, additional administrative charges may apply.

### DISCLAIMER:

Manufacturer's products have a well-deserved reputation for giving long and dependable service, even under severe use. However, because Manufacturer's products are handled, installed and used under varying condition, and maintenance of such products is controlled exclusively by the user, SAK Enterprises, Inc., disclaims all responsibility for damage or injury resulting from misuse of these products, and the purchaser assumes all responsibility for, and agrees to indemnify SAK Enterprises, Inc., from any and all claims arising directly from these products and/or their misuse. SAK Enterprises reserves the right to void this Proposal at any time. SAK Enterprises may make improvements and/or changes in the product(s) or service(s) offered and/or the program(s) described on this Proposal at any time.

Product must be shipped out of SAK Enterprises Location within 2 weeks of completion, or storage fee's may apply. A daily rate of \$50.00 per day thereafter. If there is price increase in the raw material, that cost escalation will be passed on to the customer as well.

THANK YOU FOR YOUR BUSINESS!

Prepared By:

Matheus

Document Number:

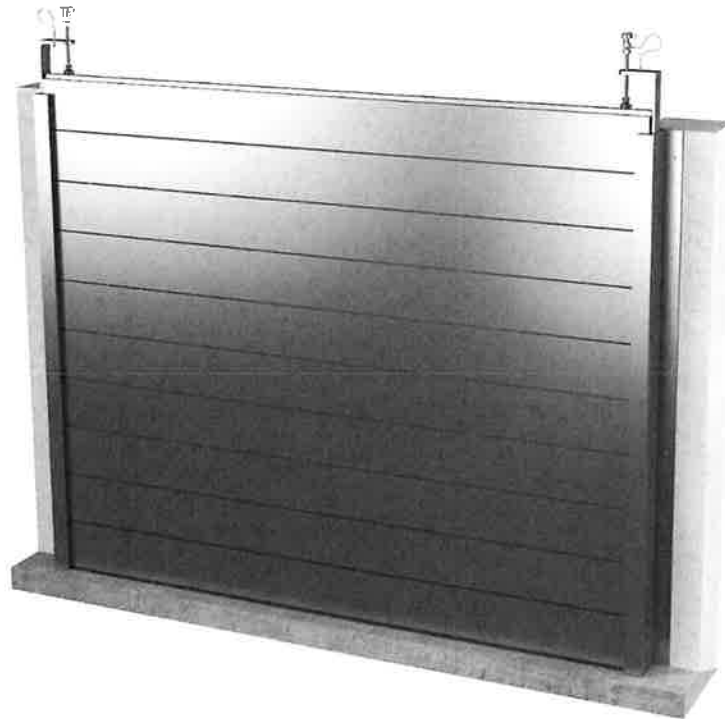
SAKQ5704-01

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4 of 4



# Installation Instruction and Operations Manual

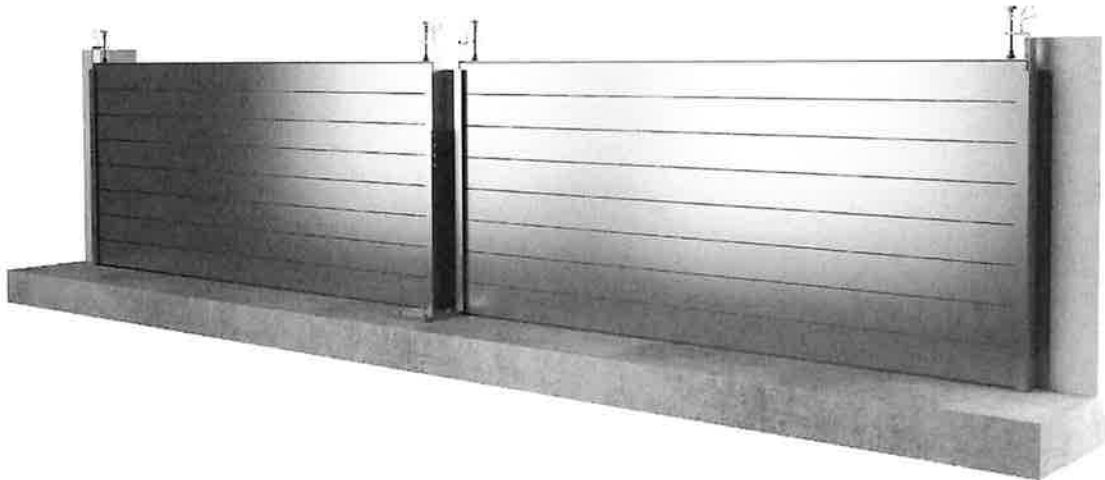
**MODEL #STE-100**  
**Stackable Flood Barrier**



PO Box 1182  
Ellenton, FL 34222  
941-981-3669 Telephone



Congratulations on your selection to purchase the STE-100 Stackable Barrier. This system has been designed for maximum strength while keeping the system light and easy to use. We know you have choices and we thank you for choosing the STE-100 for your needs.



The STE-100 Stackable Barrier is designed to be deployed at a designated opening and mitigate flood waters from passing the opening. The opening width size and protection height vary based on the final approved drawings. Refer to the designated SAK drawing for dimensions and tolerances. Some openings will be designed with removable center or corner mullions that will be detailed on the SAK drawing as well. The basic STE-100 system comprises of wall frames which can be jamb mount, face mount or in some cases one of each. The system will also comprise of STE-100 Stackable Extrusions that provide 6" of flood protection per STE-100 Stackable Extrusion. Extremely large openings will require removable mullions.

**Optional equipment is available for your STE-100 Stackable Barrier System**

- ◆ Transport Dolly—designed for easier transportation of the system.
- ◆ Rain Deflector— designed for mitigating rain from going behind the system at the top.
- ◆ Storage Racks—designed for storage of the system.

## Installation Considerations

The STE-100 Stackable Barrier is intended to be installed on a smooth wall and floor that is designed to handle the load pressure when the system is deployed. It is recommended that an Engineer evaluate the structural integrity of the wall and floor that is in question. The STE-100 system is designed to perform to the approved designated opening, however, the design of the structure the STE-100 system will be installed on is designed by others not SAK.

Pay close attention to the anchor system used for attaching the STE-100 frames. It is recommended, and in most cases mandatory, that any hollow block that receives anchors be filled with concrete.

Handle with care. Wearing Gloves is recommended to prevent pinching or scraping of hands or fingers.

It is recommended to keep all parts in a safe location during installation to prevent damage. Always store the STE-100 stackable extrusions so that the seals are not taking any load or are compressed. This will allow the seals have full range of compression when the system is deployed. The bottom STE-100 Stackable Extrusion can be stored on its side or upside down. All of the other STE-100 Stackable Extrusions can be stored on their side or with the top seals up resting on the bottom. Do not stack any other materials on top of the system as seal damage may occur.

Check Packing List and/or SAK Drawings for parts and hardware required for installation.

# INSTALLATION INSTRUCTIONS

1. Unpack all STE-100 components and inventory parts. On many projects multiple openings are packed in the same crate, take care not to mix up parts and check the SAK drawing for the appropriate materials for each opening.
2. Review the dimensions and tolerances on the SAK drawing and inspect the opening to be installed. If the walls and floor are not smooth, damaged or obstructions are in the way, stop the installation and have the necessary corrections done. Cracks, steps or uneven walls and floor could compromise the performance of the STE-100 Stackable Barrier. NOTE: If a project requires cast in place parts, be sure to cast the parts in place and allow ample cure time. Cure time varies depending on the environment. Check with local codes and the concrete manufacturers recommended cure times prior to completing installation.
3. Lay out the frames based on the SAK drawing. Use the frame as a template for marking the anchor holes. Be sure that the frames are level and are at the correct spacing as per the drawing (These tolerances are critical) and mark the anchor hole locations.
4. Drill the anchor holes. NOTE: Anchors will vary based on the type of installation and loading. Check to confirm that the correct drill bit is being used for the appropriate anchor as per the anchor manufacturer's specifications. Using the wrong drill bit can take away from the holding values of the anchor.
5. Apply the included Sealant Part #SIF-200 to the appropriate locations called out on the SAK drawing where the STE-100 wall frame makes contact to the wall. Using the hardware called out in the SAK drawing, attach the wall frames to the wall.  
*NOTE: Openings designed to use removable wall Jamb or Face Wall frames will have rubber on the side of the Frame that makes contact with the wall, therefore Sealant part #SEA-3108 is not required to be used during the initial installation of the wall frames. See the note under number 2 on page 6, Operation / Deployment regarding the use of sealants.*
6. If center or corner mullions are not required, skip to step 10. Place the mullion(s) in the correction location as per the SAK drawing. Use the Mullion as a template for marking the anchor holes. Be sure that the Mullion(s) are level and are at the correct spacing as per the drawing (These tolerances are critical) and mark the anchor hole locations.

## **INSTALLATION INSTRUCTIONS continued**

7. Drill the Mullion anchor holes. NOTE: Anchors will vary based on the type of installation and loading. Check to confirm that the correct drill bit is being used for the appropriate anchor as per the anchor manufacturer's specifications. Using the wrong drill bit can take away from the holding values of the anchor.
8. Install mullion anchor floor inserts as per the insert manufacture's specifications. NOTE: Some floor anchor inserts require Epoxy. Epoxy cure time varies depending on the environment. Check with the Epoxy Manufactures product data sheet for the required use temperature ranges, environmental limitations and recommended cure times prior to threading mullion(s) bolts and tightening.
9. Bolt mullion(s) in place.
10. Stack all of the STE-100 extrusions starting with the bottom extrusion. Check and confirm all the dimensions with the SAK drawing. Be sure that the STE-100 Extrusions are centered and wall jamb seals are properly engaged. NOTE: Construction dirt such as concrete dust buildup on the Jamb Seals can create extra friction when sliding the STE-100 Extrusions in place. Rinsing the seals with water and then spraying a Soapy water mixture on the seals will help to clean and lubricate the seals on the Jamb Seals
11. Install the compression clamps into the jamb assembly (and the mullion(s) jamb assembly's if applicable) and check all tolerances are correct as per the SAK drawing.
12. Remove the compression clamps and STE-100 extrusions and install the STE-100 jamb covers if applicable. NOTE: Removable mullions will not have jamb covers.

## OPERATION / DEPLOYMENT

1. Bring the STE-100 Stackable Extrusions to the opening. If Mullions are required, Bring Mullions and anchoring bolts. **NOTE:** Handle with care. Wearing Gloves is recommended to prevent pinching or scraping of hands.

2. Remove the Jamb cover plates and set aside.

**NOTE:** For openings designed to use removable frames it is recommended to add Sealant Part # SNP-100 to the bottom of the Jamb or Face frame that makes contact with the floor to mitigate from water from seeping under the frame during a flooding event. If at any time it is decided that the removable frames will be left in place permanently, use Sealant Part # SIF-200 between the bottom of the Jamb or Face Frame that makes contact with the floor. Sealant Part # SIF-200 can also be used between the rubber and wall face if Permanent installation is chosen for additional sealing. Sealant Part # SNP-100 can also be used for an additional layer of protection between the rubber and wall for removable use only.

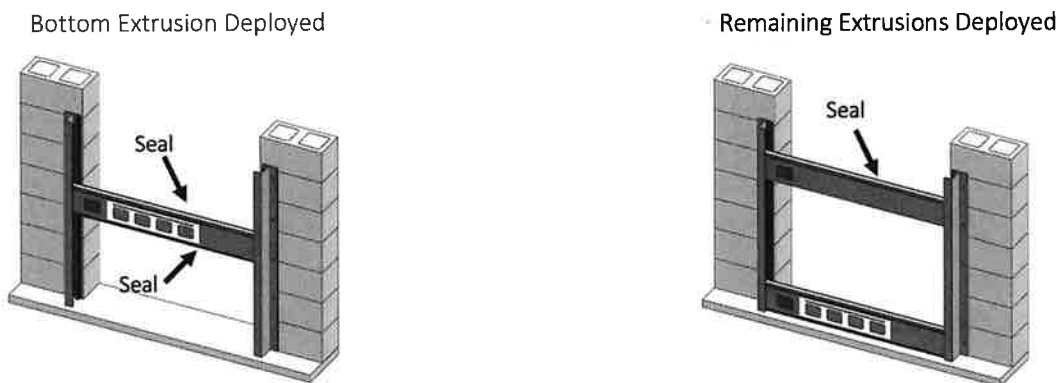
3. Clean any debris such as small pebbles from all of the sealing surfaces.

4. Remove the STE-100 Foldable compression clamps with threaded compression bolt tethered to the clamp stored in the jamb frames and set aside for step 6.

5. If Mullions are not required skip to step 6. For mullions with internally threaded floor inserts, remove plug caps from the internally threaded inserts in the floor. Place the Mullion(s) at their correct location and line up the Mullion base holes with the internally threaded floor holes. Depending on project specific loading requirements, some mullions will have a Mullion Tension Support that is anchored out in front of the mullion with a turnbuckle that connects the Mullion to the Tension Support. The Tension support is to be bolted to the slab in the same matter as the mullion, and then the turnbuckle is to be connected to the Mullion and Tension support via the pin supplied. Reference the project drawings for the proper distance that was initially referenced when the Mullion and Tension Support anchors were installed. The Turnbuckle can be adjusted by turning the threaded jaws on each end for extending and retracting the Turnbuckle. Install the provided mullion bolts and tighten. For Mullions with Cast in place receptacles remove the cover plate and place the mullion in the correct location. Some cast in place receptacles will have keyed slots to place the mullion bolt. **NOTE:** There are many mullion designs that will vary. Check the SAK drawing for the mullion design. Depending on project specific loading requirements, some mullions will have a Mullion Tension Support that is anchored out in front of the mullion with a turnbuckle that connects the Mullion to the Tension Support. The Tension support is to be bolted to the slab in the same matter as the mullion, and then the turnbuckle is to be connected to the Mullion and Tension support via the pin supplied. Reference the project drawings for the proper distance that was initially referenced when the Mullion and Tension Support anchors were installed. The Turnbuckle can be adjusted by turning the threaded jaws on each end for extending and retracting the Turnbuckle.

## OPERATION / DEPLOYMENT

6. Deploy the STE-100 Extrusions by starting with the bottom STE-100 extrusion first, slide the remaining STE-100 extrusions in place. Be sure that the STE-100 Extrusions are centered and wall jamb seals are properly engaged. **NOTE:** Dirt and dust buildup on the Jamb Seals can create extra friction when sliding the STE-100 Extrusions in place. If required, rinse the seals with water and then spraying them with a Soapy water mixture to clean and lubricate the seals on the Jamb Seals.

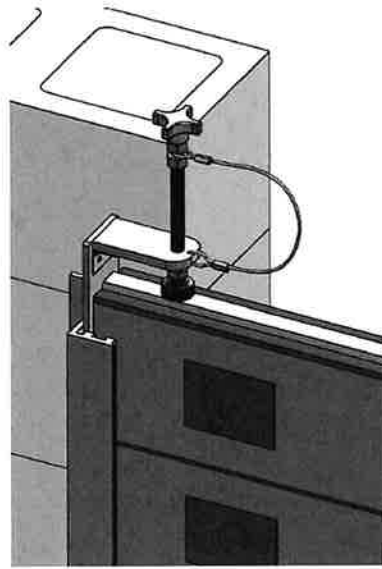


7. Install the STE-100 Foldable Compression clamps by first unscrewing the swivel foot. Second, thread the compression bolt that is tethered to the clamp approximately 1 inch. Third, thread swivel foot back on. Fourth, slide the compression clamp into the jamb assembly. For openings with Mullions, install the compression clamp onto the mullion jambs as well.

**NOTE 1:** FCC-100 Folding Compression Clamps that are designed to be stored in the Face Mount or Jamb Mount Jambs, is to be used with permanently installed Face Mount or Jamb Mount frames with a flood protection above 30". Permanently installed Face Mount or Jamb Mount Frames with a flood protection below 30" will use the CC-100 Fixed Compression Clamps. CC-100 Fixed Compression Clamps will need to be stored when not in use. It is recommended to store the CC-100 Compression Clamps with the STE-100 Stackable Extrusions.

**NOTE 2:** CC-100 Fixed Compression Clamps are provided for any Face Mount or Jamb Mount Frames that are removable. These Compression Clamps will need to be stored when not in use. It is recommended to store the CC-100 Compression Clamps with the STE-100 Stackable Extrusions.

## OPERATION / DEPLOYMENT *continued*



*Picture of Folding  
Compression Clamp*

8. Tighten the compression clamps by hand, compressing the stackable seals.

### **OPTIONAL Theft Deterrent Locking System for Folding and Fixed Compression Clamps.**

The optional theft deterrent locking system is designed to help mitigate theft of the STE-100 Stackable barriers when the system is deployed.

1. Once the system has been deployed, simply thread the Locking Threaded Knob in the threaded hole on the top of the Face Mount or Jamb Mount Frame. The location of the Threaded hole is illustrated on the SAK drawings for the opening. Be sure to turn the key in the Threaded Locking Knob so that the Locking Gear in the Knob engages and the Knob and Threaded component are locked together as one part allowing the part to be threaded in the hole on the top of the frame. For Face Mount Frames with the hole located on the side, thread the Locking Knob all the way until it bottoms out on the Aluminum Frame and can not turn any longer. For Jamb Mount or Face Mount Frames with the hole located in the front, thread the Locking Knob by hand until it can not be turned anymore similar to a set screw.
2. Once the Locking Knob has been threaded in, turn the key so that the gear in the Locking Knob disengages the gear and the knob spins freely and independent of the threaded component and remove the key. The system is now secure.
3. Removal of the Locking Knob is the reverse of the above steps.

*Once the STE-100 Stackable extrusions are no longer needed, remove the system in the reverse order of the above.*

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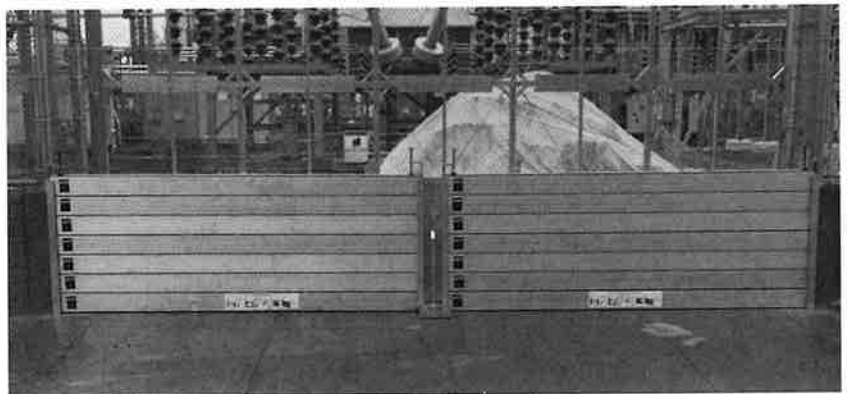
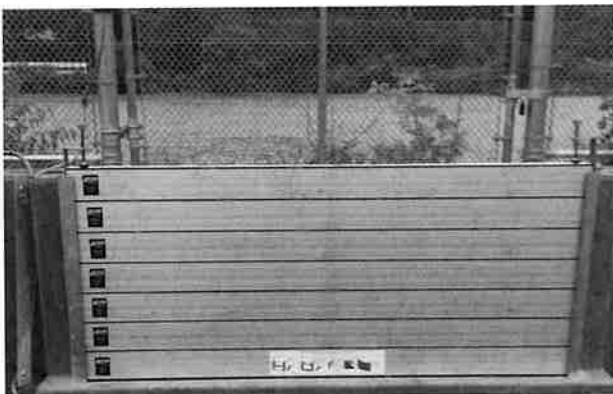
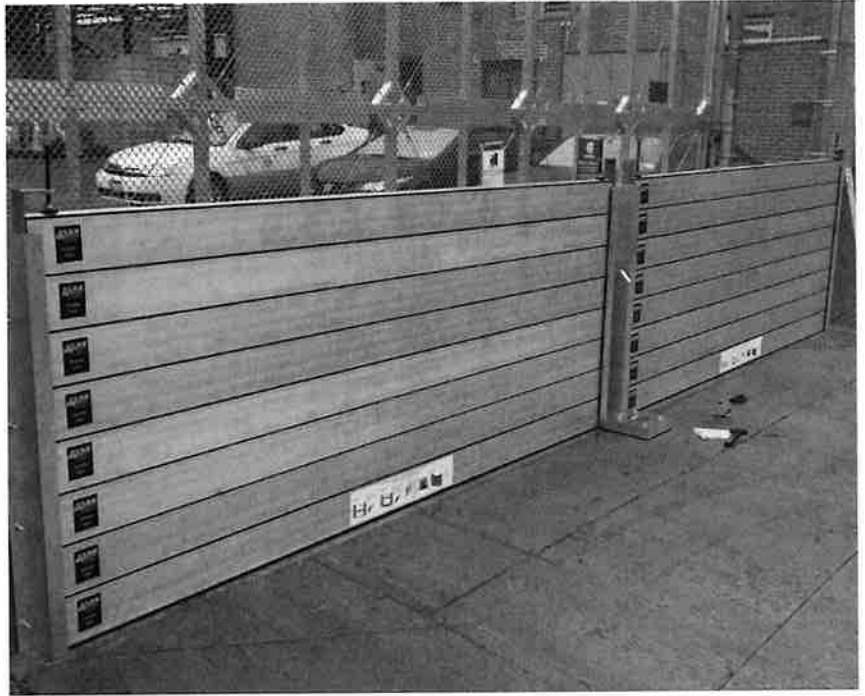
## *CARE AND MAINTENANCE*

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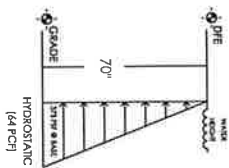
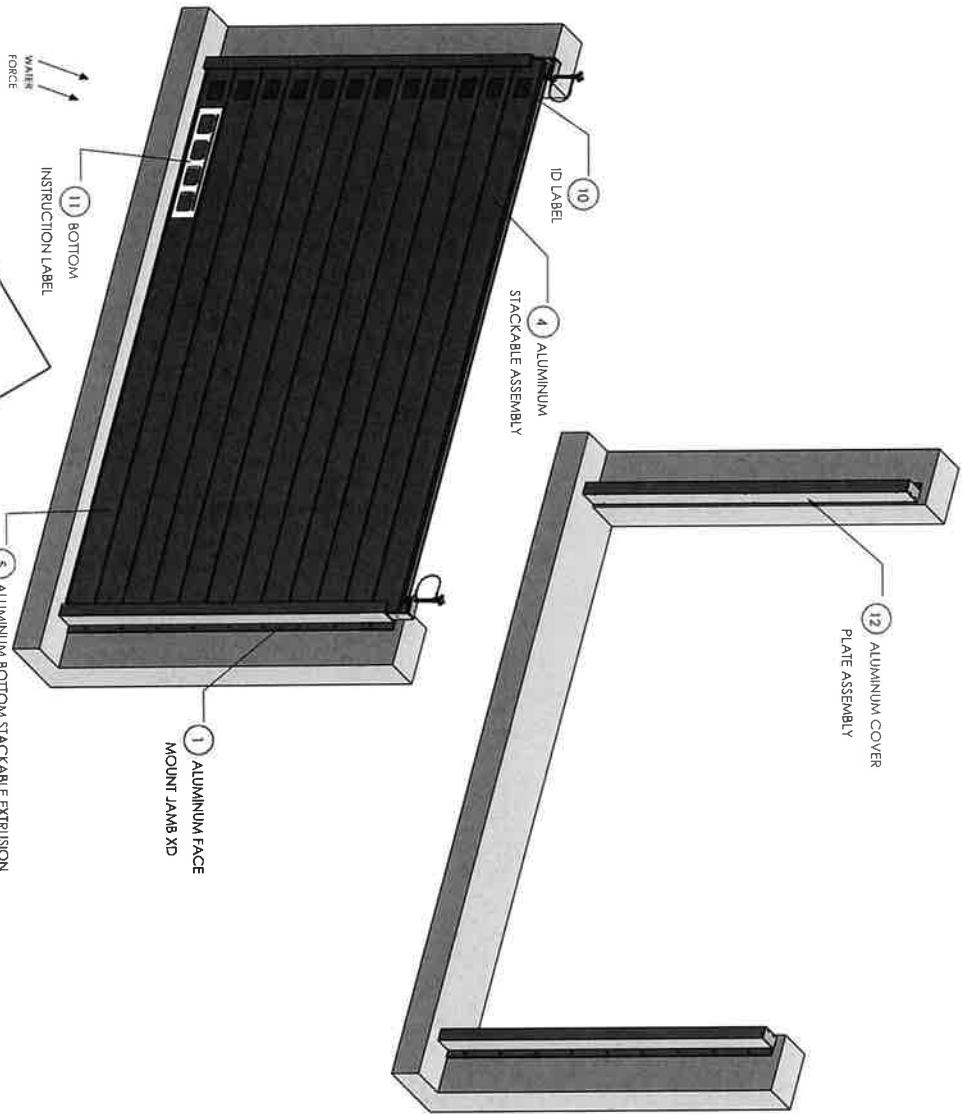
1. Periodically inspect the STE-100 system and all parts for signs of wear or abuse.
2. DO NOT coat the seals with any product such as a silicone spray or any solvents as damage will occur.
3. DO NOT paint the seals.
4. If seals are damaged, Call SAK Enterprises, Inc. for ordering replacement seals.
5. DO NOT store the STE-100 Stackable Extrusions in a manner that will compress or pinch the seals. They can be stored on the side or the bottom STE-100 Stackable Extrusion can be stored upside down and the remaining STE-100 Stackable Extrusions can be stored with the top seals up.
6. Storing the STE-100 Stackable Extrusions in direct sunlight will shorten the life of the seals. Storage in a building, closet or storage building is recommended.
7. Periodically inspect Jamb frames for damage. Damaged parts can be replaced by calling SAK Enterprise, Inc.
8. DO NOT use the STE-100 Stackable system for any other use than it was designed for.



# SAMPLE PICTURES OF THE STE-100 DEPLOYED



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	FMJ-XD	ALUMINUM FACE MOUNT JAMB XD	2
2	JS-100	JAMB SEAL	4
3	HI-433021	1/4"X1-3/4" KWIK CON HEX HEAD	18
4	STE-100	ALUMINUM STACKABLE EXTRUSION	11
5	STE-100	ALUMINUM BOTTOM STACKABLE EXTRUSION	1
6	TS-100	TOP SEAL	24
7	BS-100	BOTTOM SEAL	2
8	FCC-100	FOLDING COMPRESSION CLAMP	2
9	SIF-200	ALUMINUM COLORED SEALANT	1
10	IDL-100	ID LABEL	12
11	BLI-100	BOTTOM INSTRUCTION LABEL	1
12	CPA-100	ALUMINUM COVER PLATE ASSEMBLY	2



- NOTES:**
1. FOR INSTALLATION AND OPERATION, REFER TO OWNERS MANUAL.
  2. SLAB AND WALL MUST BE SMOOTHED AND FREE OF CRACKS OR GAPS.
  3. ALL TOLERANCES MUST BE MAINTAINED.
  4. STACKABLE EXTRUSION, JAMB FRAMES, AND COVER PLATE - MILL FINISH.
  5. STRUCTURE DESIGN AND ABILITY TO WITHSTAND LOADS WHERE BARRIER SYSTEM ATTACHES IS BY OTHERS, NOT SAK.

**FOR REFERENCE ONLY**

**PROPRIETARY AND CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SAK ENTERPRISES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SAK ENTERPRISES INC. IS PROHIBITED.

PRODUCT: STE-100 STACKABLE FLOOD BARRIER  
QTY: 11  
DO NOT SCALE DRAWING

NAME: AL DATE: 5/6/19  
DRAWN: MA CHECKED: MA  
S/N: 5/6/19  
WEIGHT OF EACH STACKABLE EXTRUSION APPROXIMATELY: 49 LBS.

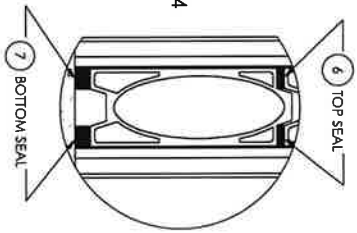
OPENING NAME: STE-100/FMJ-XD  
STACKABLE SYSTEM  
SIZE: B DWG. NO. STE-100  
REV: A

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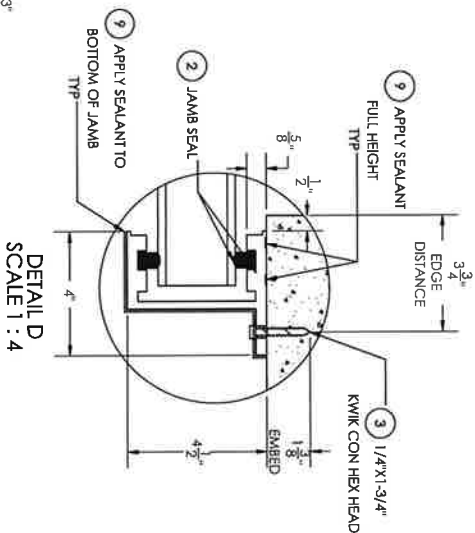
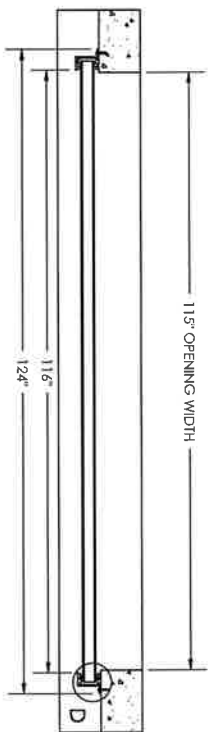
SCALE: 1:12 SHEET 1 OF 2

**SAK Enterprises, Inc.**  
941-981-3669  
www.sakenterprises.com  
3155 Lakewood Ranch Blvd.  
Suite 103  
Brodenton, FL 34211

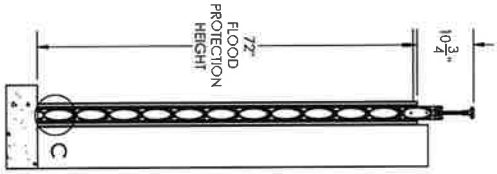
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SCALE 1 : 4



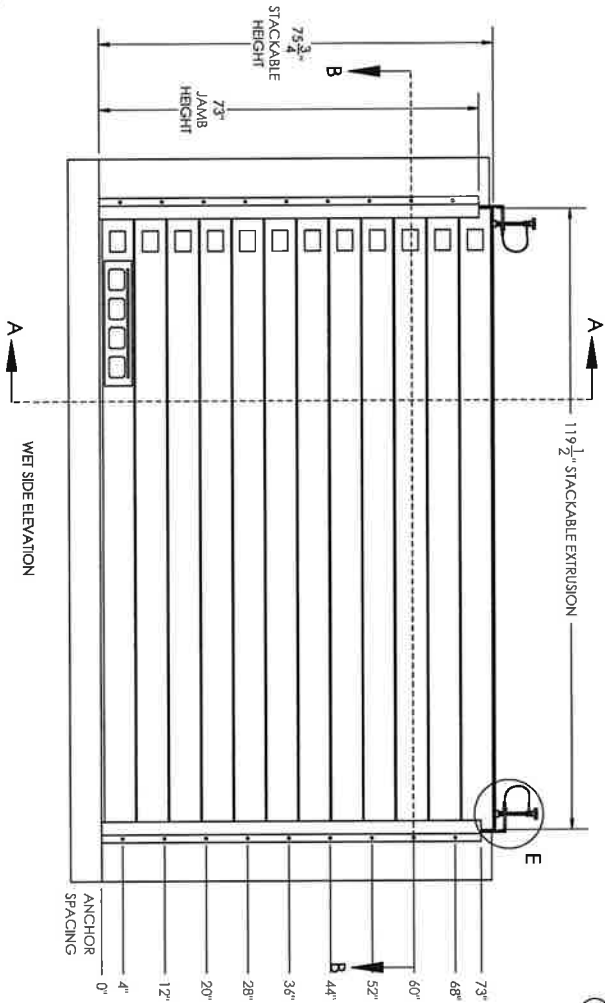
SECTION B-B



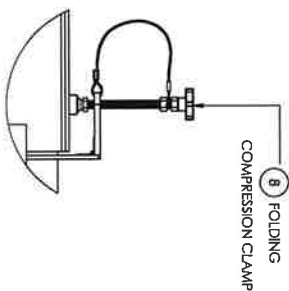
DETAIL D  
SCALE 1 : 4



SECTION A-A



DETAIL E  
SCALE 1 : 8



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ONLY**

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ENTERPRISES INC. IS PROHIBITED.

NAME	DATE	DRAWN	CHECKED	DATE
AL	5/6/19	MA	MA	5/6/19

OPENING NAME: **STE-100/FMJ-XD**  
STACKABLE SYSTEM  
SIZE DWG. NO. **B**  
SCALE: 1:12



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49 LBS.

DO NOT SCALE DRAWING  
WEIGHT OF EACH STACKABLE EXTENSION  
APPROXIMATELY:  
REV **A**

SHEET 2 OF 2



Project Name: L-Shade

Project Address: 1101 NE 40th Court Oakland Park, FL 33334

Date: 12/15/2020

Freight Terms: FOB Factory, 33458

National Flood Protection, LLC • 27 Lake of Isles Rd Preston, CT 06365 • 860.222.3055 • www.NationalFloodProtection.us

## Flood Barrier Installation Proposal

Opening/Description/Rough Opening Dimensions/Type
<b>Flood Log Install Proposal</b>
<b>1, 2, 3, 4, 5, 6, 7 (7 OPENINGS)</b>
R.O._3.33'X2.0'_W/W_9.66 SQ FT
REMOVABLE
W/ PRIMED STEEL WALL EMBED PLATES
STUCCO OVER CONCRETE
2' Flood Log
2' Wall-Alum w/Removable Gasket
2' Flood Log-Wall Addition
28"X8"X.25" PRIMED STEEL EMBED PLATE FOR W SUPPORT
<b>8, 9, 10, 11, 12, 13, 14 (7 OPENINGS)</b>
R.O._12.0'X2.0'_OS/MS/OS_27 SQ FT
REMOVABLE
W/ PRIMED STEEL WALL EMBED PLATES
STUCCO OVER CONCRETE
2' Flood Log
2' OS Wall-Alum w/ removable gasket
2' Flood Log-OS Wall Addition
28"X8"X.25" PRIMED STEEL EMBED PLATE FOR W SUPPORT
2' Mid Span-Alum
3/4" x 6in_Thread Rod & Coupler Embed

*EXPIRATION: Quote is valid for thirty (30) days and subject to review thereafter.*

### CLARIFICATIONS:

*\*Sill and wall conditions must be flat, level and paper smooth for gaskets to seal properly.*

*\*Flood Doors must be secured to solid masonry (CMU or concrete) that is a minimum 8" thick.*

*\*If not previously verified, any existing condition alternation necessary to make conditions adequate for fastening (i.e. concrete work) and field painting and/or special finishes will incur Time + Materials charges billed separately as an approved Change Order.*

Install Base Price :	\$	27,986.40
NFP Site Consultation / Field Dimensions (day rate) :	\$	500.00
Deployment Plan & Training :		Included
Sales Tax :		Not Included
<b>Total :</b>	<b>\$</b>	<b>28,486.40</b>

#### Optional Services

Annual Inspection & Maintenance Plan (per year) :	\$	3,000.00
NFP Site Consultation / Field Dimensions (day rate) :	\$	2,500.00

#### Installation includes:

All necessary fasteners/sealants/epoxy, labor (non -Union, non prevailing wage)

Supervision, daily clean up (dumpsters by others)

Deployment Plan and Training:

1. On-site step-by-step training on installation of each barrier
2. Written step-by-step procedure
3. Supervision labor and travel related expenses

#### \*Excludes:

Flood barrier system, verification of field measurements, field testing, field painting, building design/engineering, sump pumps, permits, special inspections, expediting, on-site consulting, existing condition alterations, dumpsters, installation of concrete embed parts, drilling through rebar within wall/slab or footings, unloading or storage of flood barrier system during installation.

Note: Unless NFP is given the exact location of any critical system(s) (e.g. plumbing, electrical, hvac) within walls or slab,

NFP is not responsible for any damages caused to the systems due to the installation of the flood barrier systems.

### OPTIONAL SERVICES:

#### *Annual Inspection and Maintenance Plan*

1. Inspect each component of the Flood Barriers to ensure that all gaskets are still in place relative to the initial installation and have not been compromised. Any gaskets and/or components identified as being defective are to be replaced at the owner's expense.
2. Inspect the Flood Barriers to ensure that all components are still in place relative to the initial installation.
3. Supervision of client's personnel on the re-deployment of openings to ensure existing conditions have not changed in a manner that would compromise the function ability of the Flood Barrier system.
4. Re-train client's existing personnel and/or client's new employees who were not present at the initial training following the initial installation.

#### Annual Inspection and Maintenance Proposal Includes:

Supervision labor and travel related expenses.

#### Annual Inspection and Maintenance Proposal excludes:

Material and labor costs for replacement of any component found to be defective and/or missing. Additional labor that might be necessary for deployment. Flood barrier moving equipment.

**Documents:** NFP's Annual Maintenance Plan-Service Agreement

#### *On Site Consultation*

NFP Site Consultation (day rate) representative is sent to the site including but not limited to the following services:

1. Verification of field measurements and/or building existing conditions
2. Supervision of installation by Others
3. Inspection and training after installation completed by Others (includes written deployment plan)

## TERMS:

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE TERMS AND CONDITIONS OF THIS PROPOSAL FROM NATIONAL FLOOD PROTECTION, LLC ("NFP") TO THE UNDERSIGNED CLIENT SHALL APPLY, AND THE UNDERSIGNED CLIENT BY SIGNING AND RETURNING THIS PROPOSAL TO NFP, HEREBY INTENDS TO AND HEREBY AGREES TO BE LEGALLY BOUND BY THIS PROPOSAL, INCLUDING AND WITHOUT LIMITATION THE FOLLOWING TERMS & CONDITIONS:

### Order Terms:

NFP requires a 25% mobilization fee with balance due net 30

### Payment Terms:

Checks made payable to:

National Flood Protection, LLC

27 Lake Of Isles Rd

Preston, CT 06365

**Documents:** Any quotation is based on information provided to NFP at the time of quotation. Any project technical information revealed after submittal of any quotation will be subsequently evaluated for contractual impact

1. Quotations based on Manufacturer's specifications and accessories
2. Manufacturer's warranties all pass directly to customer or end user

## CONDITIONS:

1. **TERMS TO GOVERN:** Only terms and conditions stated herein, and the terms and conditions in the applicable Installation Services Agreement, shall be in binding upon National Flood Protection, LLC (**NFP**), and no modification amendment or change, whether in Client's purchase order or otherwise shall obligate NFP unless authorized in writing by NFP. Capitalized terms used but not defined herein have the respective meanings assigned to them in the applicable Installation Services Agreement entered into between Client and NFP.
2. **TAXES:** The prices and terms quoted do not include any gross receipts, sales, tariff payments borne by any manufacture, or use tax, either federal, state or local payable on the transaction under any applicable statute. All transactions are to be wholesale and not subject to the aforementioned charges. Any and all applicable taxes shall be paid by the undersigned client.
3. **PAYMENT:** Should the undersigned client default in the timely payment to NFP, NFP is entitled to any and all remedies provided under contract or by law. If the undersigned client fails to pay any amounts when due, the client shall pay NFP interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or the maximum allowable interest rate, if a lesser amount), together with all fees, costs, and expenses (including without limitation, reasonable attorney's fees and disbursements and court costs) incurred by NFP in collecting such overdue amounts or otherwise enforcing NFP's rights hereunder.
4. **CANCELLATION:** In the event that all or a portion of this order is cancelled by the undersigned client without default on the part of NFP or without NFP's written consent, the client shall be liable to NFP for cancellation charges including, but not limited to, NFP's incurred costs and such profits as would have been realized by NFP from the transaction had the client not breached.
5. **PERFORMANCE:** NFP shall not be responsible for delays resulting from causes of any kind beyond NFP's control, including but not limited to: delays caused by the Buyer, general contractor, architect and/or engineers; fires, floods, accidents and acts of God.
6. **LIEN RIGHTS:** NFP may file a lien or claim on its behalf in the event that any payment to NFP is not made as provided herein or in the applicable Installation Services Agreement.
7. **INSURANCE:** Sample insurance certificate with General Liability/Umbrella/Auto Policies (including Blanket Additional Insured, Waiver of Subrogation, Primary/Non-Contributory) and Workers Comp have been provided for review. Any additional coverage or endorsements that are requested as part of the Client's subcontractor agreement will be subject to review by NFP's insurance agent for applicability, and any costs incurred by NFP added to the proposal amount.

**8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:**

**NFP EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES, ANY FLOOD BARRIERS, AND/OR ANY OTHER MATERIALS PROVIDED TO THE UNDERSIGNED CLIENT UNDER THIS PROPOSAL, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NFP PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, THAT THE FLOOD BARRIERS WILL MEET CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS. THE UNDERSIGNED CLIENT SHALL LOOK SOLELY TO THE MANUFACTURER WITH RESPECT TO ANY SUCH CLAIMS. WITHOUT LIMITING ANY OF THE FOREGOING, NFP SHALL, UPON THE UNDERISGNEED CLIENT'S REQUEST, SEEK TO OBTAIN AND TO DELIVER TO CLIENT A COPY OF THE MANUFACTURER'S STANDARD FORM OF WARRANTY FOR THE MANUFACTURER'S DESIGNED AND MANUFACTURED PRODUCTS ONLY (THE "MANUFACTURER'S WARRANTY"); PROVIDED, HOWEVER, THAT NFP MAKES NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER WITH RESPECT TO ANY MANUFACTURER'S WARRANTY AND/OR ANY RIGHTS OR BENEFITS THAT CLIENT MIGHT CLAIM THEREUNDER.**

**ADDITIONALLY, AND WITHOUT LIMITING ANY OF THE FOREGOING, THE UNDERSIGNED CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT NFP HAS EXPRESSLY DISCLOSED TO CLIENT THAT THE FLOOD BARRIERS ARE DESIGNED PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) GUIDELINES FOR APPLICABLE PROTECTION HEIGHT ONLY WHEN PROPERLY FASTENED. IN NO EVENT SHALL NFP BE LIABLE, RESPONSIBLE, OR OBLIGATED IN ANY WAY WHATSOEVER WITH RESPECT TO (a) VERIFYING OR OTHERWISE ENSURING THAT ANY OPENING(S) INTO WHICH ANY FLOOD BARRIER(S) ARE OR MAY BE INSTALLED ARE OR HAVE BEEN DESIGNED AND/OR ENGINEERED TO WITHSTAND ANY PARTICULAR LEVEL OF FORCE FROM FLOOD WATERS OR OTHERWISE, AND/OR (b) EVALUATING ANY BUILDING OR STRUCTURE, OR DETERMINING ANY BUILDING'S OR ANY STRUCTURE'S ABILITY TO (i) WITHSTAND ANY PARTICULAR LEVEL OF WATER PRESSURE AND/OR (ii) BE OR REMAIN WATERPROOF IN ANY LOCATIONS WHERE FLOOD BARRIERS ARE NOT INSTALLED.**

INTENDING TO BE LEGALLY BOUND, THE UNDERSIGNED CLIENT HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS PROPOSAL:

CLIENT

(Company Name): \_\_\_\_\_

Accepted (Signature): \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Project Name: L-Shade

Project Address: 1101 NE 40th Court Oakland Park, FL 33334

Date: 12/15/2020

Freight Terms: FOB Factory, 33458

National Flood Barrier, LLC • 27 Lake Of Isles Rd Preston, CT 06365 • 860.222.3055 • www.NationalFloodProtection.us

## Flood Barrier Materials Proposal

### Opening/Description/Rough Opening Dimensions/Type

#### Flood Log Proposal

##### 1, 2, 3, 4, 5, 6, 7 (7 OPENINGS)

R.O.\_3.33'X2.0'\_W/W\_9.66 SQ FT

REMOVABLE

W/ PRIMED STEEL WALL EMBED PLATES

STUCCO OVER CONCRETE

2' Flood Log

2' Wall-Alum w/Removable Gasket

2' Flood Log-Wall Addition

28"X8"X.25" PRIMED STEEL EMBED PLATE FOR W SUPPORT

##### 8, 9, 10, 11, 12, 13, 14 (7 OPENINGS)

R.O.\_12.0'X2.0'\_OS/MS/OS\_27 SQ FT

REMOVABLE

W/ PRIMED STEEL WALL EMBED PLATES

STUCCO OVER CONCRETE

2' Flood Log

2' OS Wall-Alum w/ removable gasket

2' Flood Log-OS Wall Addition

28"X8"X.25" PRIMED STEEL EMBED PLATE FOR W SUPPORT

2' Mid Span-Alum

3/4" x 6in\_Thread Rod & Coupler Embed

**EXPIRATION:** Quote is valid for thirty (30) days with fabrication release within sixty (60) days from the proposal date above.

### CLARIFICATIONS:

*\*Sill and wall conditions must be flat, level and paper smooth for gaskets to seal properly.*

*\*Flood Doors must be secured to solid masonry (CMU or concrete) that is a minimum 8" thick.*

*\*Architecture Metals specification used at time of this proposal. Anything additional to AM spec may incur additional costs.*

*\*By accepting this proposal, the undersigned agrees and fully understands that all surfaces that the flood barrier is attached and/or anchored to has been designed and approved by a structural engineer to sustain the same hydrostatic, hydrodynamic and impact pressures/loads that correspond to the maximum water elevation above the finished floor at top of panel, based on current standards and codes of the IBC, ASCE and FEMA. This is the responsibly of the client/owner and not NPB or NFP.*



\*Estimated Standard Freight and Handling (NO lift gate or special shipping options included). Actual freight will be calculated at time of shipping.

Materials Base Price (Furnish Only) :	\$	45,213.94
Estimated Freight :	\$	764.01
Sales Tax :	Not Included	
<b>Total :</b>	<b>\$</b>	<b>45,977.95</b>

#### Optional Services

Flood Log or Panel Systems - Engineer stamped calculations (electronic copy only) :	<i>Request A Quote</i>
Pedestrian Door or Hinged Gate - Engineer stamped calculations (electronic copy only) :	<i>Request A Quote</i>
NFP Professional Flood Barrier Installation by Flood Panel Certified Technicians :	<i>Request A Quote</i>
Annual Inspection and Maintenance Plan (per year) :	<i>Request A Quote</i>
NFP Site Consultation (day rate) :	<i>Request A Quote</i>

#### Material Proposal Includes:

Standard shop drawings, Flood Mitigation system as described above, closeout documents.

#### \*Excludes:

Installation, fasteners and sealants, verification of field measurements and conditions, field testing, field painting, permits, special inspections building design engineering, mid span footing design and engineering, expediting, on-site consultation, existing condition alterations, deployment plan and training.

### OPTIONAL SERVICES:

#### **Professional Installation**

**Professional Installation completed by National Flood Protection, LLC (our sister company) includes:**

All necessary fasteners/sealants/epoxy, labor (non -Union, non prevailing wage)

Supervision, daily clean up (dumpsters by others)

Deployment Plan and Training:

1. On-site step-by-step training on installation of each barrier
2. Written step-by-step procedure
3. Supervision labor and travel related expenses

#### \*Excludes:

Flood barrier system, field testing, building design/engineering, sump pumps, permits, special inspections, expediting, onsite consultation, existing condition alterations, dumpsters, storage of flood barrier system during/after installation.

#### **Annual Inspection and Maintenance Plan**

1. Inspect each component of the Flood Barriers to ensure that all gaskets are still in place relative to the initial installation and have not been compromised. Any gaskets and/or components identified as being defective are to be replaced at the owner's expense.
2. Inspect the Flood Barriers to ensure that all components are still in place relative to the initial installation.
3. Supervision of client's personnel on the re-deployment of openings to ensure existing conditions have not changed in a manner that would compromise the function ability of the Flood Barrier system.
4. Re-train client's existing personnel and/or new employees who were not present at the training following the initial installation.

#### **Annual Inspection and Maintenance Proposal Includes:**

Supervision labor and travel related expenses.

#### \*Excludes:

Material and labor costs for replacement of any component found to be defective and/or missing. Additional labor that might be necessary for deployment. Flood barrier moving equipment.

**Documents:** NFP's Annual Maintenance Plan-Service Agreement

#### **On Site Consultation**

NFP Site Consultation (day rate) representative is sent to the site including but not limited to the following services:

1. Verification of field measurements and/or building existing conditions
2. Supervision of installation by Others
3. Inspection and training after installation completed by Others (includes written deployment plan)

## TERMS:

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE TERMS AND CONDITIONS OF THIS PROPOSAL FROM NATIONAL FLOOD BARRIER, LLC ("NFB") TO THE UNDERSIGNED CLIENT SHALL APPLY, AND THE UNDERSIGNED CLIENT BY SIGNING AND RETURNING THIS PROPOSAL TO NFB, HEREBY INTENDS TO AND HEREBY AGREES TO BE LEGALLY BOUND BY THIS PROPOSAL, INCLUDING AND WITHOUT LIMITATION THE FOLLOWING TERMS & CONDITIONS:

### Order Terms:

All domestic orders are by Purchase Order only. All international orders are by Purchase Order only and are to be paid 100% by wire transfer with order. All international orders are FOB shipping forwarder in the state of Florida, USA

### Billing Terms/Deposits (all deposits are non refundable):

For material orders only (Purchase Order required):

- \*All orders under \$5,000.00 require 100% payment with PO
- \*All orders under \$10,000.00 require 50% payment with PO and balance due prior to shipping
- \*All orders over \$10,000.00 require 25% deposit with PO, 25% with submission drawings, 25% with approved submission drawings and balance due prior to shipping.

### Payment Terms:

Checks made payable to:  
National Flood Barrier, LLC  
27 Lake Of Isles Rd  
Preston, CT 06365

### Shop Drawings:

Submittal drawings will be made within three (3) weeks following fully executed PO and required deposit (see billing terms)

**IMPORTANT:** by default, all shop drawings will show concrete for wall and sill conditions. How our flood barriers attach to the structure differs depending on the materials / assemblies. If you wish for the manufacture to properly show the correct wall / sill conditions on the first set of shop drawings please provide us with the wall & sill details. The following will be accepted only:

#### Architectural Plans

- o Preferably CADD file
- o Scalable PDF
- o Specify exactly which detail goes to which opening

#### Handwritten Plans

- o Must be legible, describe materials and show all dimensions

Please note: If NFB does not receive the above we will assume the wall conditions are strictly concrete. Additional charges will occur if wall conditions are not provided for the first set of shop drawings and are required to be on shops thereafter.

### Production Lead Time:

Current production lead time is estimated at 10-12 weeks following receipt of approved shop drawings, verified dimensions and required deposit payment. Production lead time is highly seasonal and will vary over the course of the year. NFB suggests that the delivery date be announced by the customer as soon as it is known to ensure we can accommodate. NFB is not responsible for any delays caused by scope changes or submittal review. Lead times quoted do not include any time for re-quotes, submittal review and/or submittal revisions. Signed and sealed calculations lead time is approximately 4-5 weeks, in addition to the 10-12 weeks lead time for the production of the barriers.

## CONDITIONS:

1. **TERMS TO GOVERN:** Only terms and conditions stated herein, and the terms and conditions in the applicable Installation Services Agreement, shall be in binding upon National Flood Barrier, LLC (NFB), and no modification amendment or change, whether in Client's purchase order or otherwise shall obligate NFB unless authorized in writing by NFB. Capitalized terms used but not defined herein have the respective meanings assigned to them in the applicable Installation Services Agreement entered into between Client and NFB.
2. **PRICES:** Unless otherwise specifically provided in NFB's quotation, prices are valid for thirty (30) days with fabrication release within sixty (60) days from the proposal date. Thereafter, prices are subject to change due to either inflation, tariff, or surcharge on material. Freight is predicated on a single shipment; partial shipments made at the request of the Buyer may result in additional cost to the Buyer.
3. **TAXES:** The prices and terms quoted do not include any gross receipts, sales, tariff payments borne by any manufacture, or use tax, either federal, state or local payable on the transaction under any applicable statute. All transactions are to be wholesale and not subject to the aforementioned charges. Any and all applicable taxes shall be paid by the undersigned client.
4. **PAYMENT:** Should the undersigned client default in the timely payment to NFB, NFB is entitled to any and all remedies provided under contract or by law. If the undersigned client fails to pay any amounts when due, the client shall pay NFB interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or the maximum allowable interest rate, if a lesser amount), together with all fees, costs, and expenses (including without limitation, reasonable attorney's fees and disbursements and court costs) incurred by NFB in collecting such overdue amounts or otherwise enforcing NFB's rights hereunder.
5. **CANCELLATION:** In the event that all or a portion of this order is cancelled by the undersigned client without default on the part of NFB or without NFB's written consent, the client shall be liable to NFB for cancellation charges including, but not limited to, NFB's incurred costs and such profits as would have been realized by NFB from the transaction had the client not breached.

6. **PERFORMANCE:** is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or any other manner) that NFB divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of NFB. NFB shall not be responsible for delays resulting from causes of any kind beyond NFB's control, including but not limited to: delays caused by the Buyer, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, tariffs and other international disputes (i.e. "trade wars", whether or not officially declared); shortages of labor or raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocation; fires, floods, accidents and acts of God. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, NFB may delay performance or, at its option, renegotiate prices and terms and conditions of sale with Buyer. If NFB elects to renegotiate and NFB and the Buyer are unable to agree on revised prices or terms, the order shall be cancelled without any liability by NFB.

7. **RISK OF LOSS:** Risk of loss, including, but not limited to loss of goods from shortages, damages, or transit delays, shall pass to the undersigned client when the Flood Barriers have been delivered by any transportation carrier (excluding proprietary facilities of Flood Panel). All orders are sent FOB- 'Free On Board' Shipping Point, is defined as the buyer taking responsibility of the delivery of goods being shipped to it by a supplier as soon as the goods leave the suppliers shipping dock. It is the responsibility of the buyer to thoroughly inspect all pieces for damage or missing parts prior to signing for the delivery. In the event of damage, it is the responsibility of the buyer as consignee to submit any claims directly to the carrier for monetary reimbursement to replace these components. Due to lead times on fabrication, notify NFB immediately to reorder any parts for replacement, not once the claim is settled. Payments for the order will be per our billing terms.

8. **RETURNS:** Flood Barriers shall not be returned except by permission of Flood Panel and when so returned will be subject to discount.

9. **LIEN RIGHTS:** NFB may file a lien or claim on its behalf in the event that any payment to NFB is not made as provided herein.

10. **CHANGES:** Changes made after fabrication has started will result in a change in price deemed appropriate by NFB to recover all associated labor and material costs, including normal overhead and profit.

11. **DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY:**

NFB EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES, ANY FLOOD BARRIERS, AND/OR ANY OTHER MATERIALS PROVIDED TO THE UNDERSIGNED CLIENT UNDER THIS PROPOSAL, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NFB PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, THAT THE FLOOD BARRIERS WILL MEET CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS. UNDERSIGNED CLIENT SHALL LOOK SOLELY TO THE MANUFACTURER WITH RESPECT TO ANY SUCH CLAIMS. WITHOUT LIMITING ANY OF THE FOREGOING, NFB SHALL, UPON THE UNDERSIGNED CLIENT'S REQUEST, SEEK TO OBTAIN AND TO DELIVER TO CLIENT A COPY OF THE MANUFACTURER'S STANDARD FORM OF WARRANTY FOR THE MANUFACTURER'S DESIGNED AND MANUFACTURED PRODUCTS ONLY (THE "MANUFACTURER'S WARRANTY"); PROVIDED, HOWEVER, THAT NFB MAKES NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER WITH RESPECT TO ANY MANUFACTURER'S WARRANTY AND/OR ANY RIGHTS OR BENEFITS THAT CLIENT MIGHT CLAIM THEREUNDER.

ADDITIONALLY, AND WITHOUT LIMITING ANY OF THE FOREGOING, THE UNDERSIGNED CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT NFB HAS EXPRESSLY DISCLOSED TO CLIENT THAT THE FLOOD BARRIERS ARE DESIGNED PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) GUIDELINES FOR APPLICABLE PROTECTION HEIGHT ONLY WHEN PROPERLY FASTENED. IN NO EVENT SHALL NFB BE LIABLE, RESPONSIBLE, OR OBLIGATED IN ANY WAY WHATSOEVER WITH RESPECT WHATSOEVER WITH RESPECT TO (a) VERIFYING OR OTHERWISE ENSURING THAT ANY OPENING(S) INTO WHICH ANY FLOOD BARRIER(S) ARE OR MAY BE INSTALLED ARE OR HAVE BEEN DESIGNED AND/OR ENGINEERED TO WITHSTAND ANY PARTICULAR LEVEL OF FORCE FROM FLOOD WATERS OR OTHERWISE, AND/OR (b) EVALUATING ANY BUILDING OR STRUCTURE, OR DETERMINING ANY BUILDING'S OR ANY STRUCTURE'S ABILITY TO (i) WITHSTAND ANY PARTICULAR LEVEL OF WATER PRESSURE AND/OR (ii) BE OR REMAIN WATERPROOF IN ANY LOCATIONS WHERE FLOOD BARRIERS ARE NOT INSTALLED.

INTENDING TO BE LEGALLY BOUND, THE UNDERSIGNED CLIENT HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS PROPOSAL:

CLIENT (Company Name): \_\_\_\_\_  
Accepted (Signature): \_\_\_\_\_  
By (Print Name): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## FLOOD BARRIER PROPOSAL

**TO:**  
STATE CONTRACTING&ENGINEERING  
CHARLES LEAGUE  
5391 N NOB HILL ROAD  
SUNRISE, FL 33351

PHONE: 954-923-4747  
EMAIL: CLEAGUE@STATECONTRACTING.COM

MATERIAL REQUEST: N/A  
EST. PROJECT COMPLETE: N/A

**SHIP TO:**  
STATE CONTRACTING&ENGINEERING  
CHARLES LEAGUE  
1101 NE 40TH CT  
OAKLAND PARK, FL 33334

*Confirm "Ship To" address! Address shown  
above is where your order will be shipped.*

PROPOSAL NO. : **0019383-R0**  
PROPOSAL DATE: 1/4/2021  
PROPOSED BY: MITCH THORSEN  
EMAIL: mthorsen@psindustries.com  
PROPOSAL VALID FOR: 30 DAYS

PROJECT NAME: L SHADE BUILDING  
CUSTOMER RFQ/PO# \_\_\_\_\_

### NON-COASTAL FLOOD ZONE

This product is designed for non-coastal A-zones, per ASCE 7-10 section 5.2 / FEMA Flood MSC. Corresponding flood load factors in accordance with ASCE 7-10 sections 2.3.3/2.4.2 were used for engineering calculations.

### PRICE

- 1) Total Price: The total price of this proposal is ..... **\$46,585.00**  
All applicable Duties and Taxes are the responsibility of the purchaser and are not included in this proposal .  
2) Itemized Price. Itemized prices are detailed in the next section of this Proposal, FLOOD BARRIER PROPOSAL.

### PAYMENT TERMS

- 1) Progress Payment 1: Ten percent (10%) of the total price due with order.  
2) Progress Payment 2: Twenty-five percent (25%) of the total price due upon PS INDUSTRIES™ INCORPORATED delivering the first shop drawing(s).  
3) Final Payment: Balance due upon delivery.  
4) Freight Payment Terms: PPD ADD

### ESTIMATE DELIVERY

- 1) Shop Drawings lead time: After acknowledged receipt of order and Progress Payment 1 ..... **3 WEEKS**  
2) Fabrication and Delivery lead time: Current fabrication schedule is ..... **12 WEEKS**

Lead times are estimates only and subject to change daily. A projected delivery schedule will be estimated after acknowledged receipt of all necessary final approved shop drawings, Progress Payment 2, credit approval, and any other information deemed necessary by PS INDUSTRIES™ INCORPORATED.

### EXTRAS

- 1) Freight. F.O.B. ORIGIN 58201.  
(Freight is not included in this proposal. Actual freight will be calculated and charged to the customer at time of invoice)  
2) Insurance. PS INDUSTRIES™ INCORPORATED maintains Commercial General Liability insurance, which excludes additional insured, waiver of subrogation, and primary and noncontributory coverages. Specific limits and coverage will be provided upon request. Any supplemental endorsements or coverage requested by Buyer, if available, will only be provided for an additional charge.

Accepted by:

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

PROPOSAL NO.: 0019383-R0

ITEM: 001		OPENING NAME: SWING DOORS				
PART NUMBER		DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
FP-530	E	HYDRODEFENSE FLOOD PLANK WIDTH: 36" WATER PROTECTION HEIGHT: 24" LOADING: HYDROSTATIC LOADING ONLY CONFIGURATION: LINEAR ACTING FLUID PRESSURE: POSITIVE LEFT JAMB TYPE: FACE MOUNT RIGHT JAMB TYPE: FACE MOUNT OPENING MATERIAL: MINIMUM 8" GROUT FILLED CMU SILL TYPE: FP; EMBEDDED ANGLE SILL-SST DIMENSION; 4"x4"x1/4" CONFIGURATION; ANGLE IRON W/NELSON STUD 12" ON CENTER MATERIAL; STAINLESS STEEL(304) FINISH; UNFINISHED MILL, NO PAINT APPLIED. -/-	7	EA		
ESTIMATED SHIPPING WEIGHT: 491.00 LBS			ITEM: 001 NET (US DOLLARS)			\$10,430.00
ITEM: 002		OPENING NAME: ROLL UP DOORS AND STOREFRONT				
PART NUMBER		DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
FP-530	E	HYDRODEFENSE FLOOD PLANK WIDTH: 144" WATER PROTECTION HEIGHT: 24" LOADING: HYDROSTATIC LOADING ONLY CONFIGURATION: LINEAR ACTING FLUID PRESSURE: POSITIVE LEFT JAMB TYPE: FACE MOUNT RIGHT JAMB TYPE: FACE MOUNT OPENING MATERIAL: MINIMUM 8" GROUT FILLED CMU  MULLION(S): FP;SINGLE BASEPLATE MULLION 2 MATERIAL; ALUMINUM TOTAL REQUIRED FOR ONE OPENING; 1 HEIGHT; 25" FP;SBP MULLION EMBED ASSY  SILL TYPE: FP; EMBEDDED ANGLE SILL-SST DIMENSION; 4"x4"x1/4" CONFIGURATION; ANGLE IRON W/NELSON STUD 12" ON CENTER MATERIAL; STAINLESS STEEL(304) FINISH; UNFINISHED MILL, NO PAINT APPLIED. -/-	7	EA		
ESTIMATED SHIPPING WEIGHT: 1,741.00 LBS			ITEM: 002 NET (US DOLLARS)			\$32,655.00
ITEM: 003		OPENING NAME:				
PART NUMBER		DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
BLUE OES		ENGINEERING SERVICE REGISTERED PROFESSIONAL ENGINEER STAMPED CALCULATIONS FOR THE STATE OF FL  WHERE THE BUILDING/STRUCTURE WILL BE CONSTRUCTED OR SUBSTANTIALLY IMPROVED.	1	EA		
ESTIMATED SHIPPING WEIGHT: 0.00 LBS			ITEM: 003 NET (US DOLLARS)			\$3,500.00
ESTIMATED SHIPPING WEIGHT: 2,232.00 LBS			PROPOSAL TOTAL			\$46,585.00

## PROPOSAL NO.: 0019383-R0

### FLOOD BARRIER PROPOSAL (TERMS & CONDITIONS)

#### I. ACCEPTANCE AND CONTRACT TERMS

- a. **Acceptance.** This Proposal is an offer. Buyer may accept this offer by signing (i) a copy of this Proposal; (ii) a purchase order; (iii) a supply agreement, subcontract, or other contract form between Buyer and PS INDUSTRIES INCORPORATED (Seller); or (iv) a contract with Buyer's customer that includes the Products listed in this Proposal; provided that any signed purchase order, supply agreement, subcontract, or other contract form between Buyer and Seller must accept and specifically incorporate by reference this Proposal, and otherwise be acceptable to Seller.
- b. **Contract Terms.** The express terms and conditions in this Proposal (including any related exhibits, schedules, attachments, and appendices) will exclusively govern and control Buyer's and Seller respective rights and obligations regarding the subject matter of this Proposal. This Proposal is expressly limited to such terms and conditions. Without limiting the foregoing, any additional, contrary, or different terms contained in any purchase order, supply agreement, subcontract, or other contract form, or in any other request or communication by Buyer, or any attempt to modify, supersede, supplement, or otherwise alter the terms and conditions in this Proposal, will not be binding on Seller unless each such term has been fully approved in writing, as evidenced by an authorized Seller representative signing said writing and placing his or her initials next to each approved paragraph.

#### II. FLOOD BARRIER PRODUCTS

- a. **Products.** Seller offers to design, engineer, fabricate, and furnish to Buyer the flood barrier products ("Products") itemized in FLOOD BARRIER PROPOSAL (PRODUCTS) for the prices listed and subject to the terms and conditions in this Proposal.
- b. **Design.** This Proposal is based upon the information Buyer has supplied to Seller, and will change if such information changes. Seller is not responsible for field conditions, including but not limited to the design or condition of the in-place structures. Seller designs its Products to be anchored into in-place structures, consisting of either 8-inch grout filled concrete masonry unit or cast-in-place concrete with a minimum strength of 3,000 pounds per square inch. If actual field conditions differ, Buyer's local qualified engineer must review and approve the fastening system or modify the mounting structure to accommodate the fastenings system provided. All water pressure and operating loads are transferred to in-place structures, which others (not Seller) must design, engineer, and build with the capacity to accept loads of the Products and transferred by the Products. No allowances are included in the design of the Products, including but not limited to hydrodynamic loads, debris impact loads, or wave loads, unless otherwise provided in this Proposal. Seller exclusively uses compressible seals, which are not dependent on inflation devices. Seller (or its suppliers) may make improvements or changes in the Products at any time.
- c. **Standards and Specifications.** This Proposal is based on standard industry standards and specifications and manufacturing methods utilized by Seller. Seller engineers its Products to conform to the design requirements of the International Building Code ("IBC") and applies representative load combinations and equivalent safety factors recommended by industry standards including ASCE/SEI 7 and 24, FEMA (ref. IBC 2012), FM Global, AISC, ADM, and ACI.
- d. **Performance.** Unless otherwise provided in this Proposal, requirements, terminology, tolerances, and performance standards applicable to the Products are those specified as Type 2 Closures in Chapter 7, Section 701.1.2 of the U.S. Army Corps of Engineers, Engineer Pamphlet 1165-2-314 (15 December 1995). Closures will form essentially dry barriers or seals, allowing only slight seepage during the hydrostatic pressure conditions of flooding to the design flood elevation. Actual seepage will vary. Buyer is responsible to address seepage, including but not limited to consulting with Buyer's local qualified engineer and/or utilizing sump- or bilge-type pumps.
- e. **Maintenance.** Seller recommends that the owner, operator, or other end user implement an annual maintenance program to inspect the gaskets, barriers, and all latching devices, which may routinely require replacement of parts, touch-up painting, and other maintenance. Seller disclaims all responsibility for performance of the Products if the recommended maintenance program is not strictly adhered to.
- f. **Exclusions.** Unless listed on the cover sheet of this Proposal, this Proposal excludes freight, unloading, storage, installation, field verification, field testing, field painting, touch-up paint, taxes, levies, duties, tariffs, liquidated damages, professional engineer-stamped calculations, bond costs, and assessments of any nature due. Buyer is responsible for all items and services not expressly listed in this Proposal.

#### III. DELIVERY

- a. **Schedule.** Seller will use all reasonable efforts to deliver the Products on the dates requested by Buyer, but time is not of the essence and if, despite Seller reasonable efforts, Seller is unable for any reason to fulfill any delivery of the Products on the specified date, Seller will not be liable to Buyer. Seller will not reimburse Buyer for liquidated damages or actual damages incurred by reason of late deliveries.
- b. **Terms.** Domestic delivery of the Products will be F.O.B. ORIGIN 58201, PPD ADD, unless otherwise provided in this Proposal. International shipments are Ex Works. Buyer assumes all responsibility for shipments of Products requiring any government import clearance.
- c. **Force Majeure.** Any delay or failure of Seller to perform its obligations regarding the subject matter of this Proposal will be excused to the extent that the delay or failure was caused by an event beyond Seller control, without Seller fault or negligence, and that by its nature could not have been foreseen by Seller or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).
- d. **Title / Risk of Loss.** Title and risk of loss passes to Buyer upon delivery of the Products at the origin (58201). As collateral security for the payment of the purchase price of the Products, Buyer grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter created or acquired, and in all additions thereto and replacements or modifications thereof, as well as all related proceeds (including insurance proceeds).
- e. **Inspection of Products.** Buyer shall inspect the Products within ten (10) days of receipt ("Inspection Period"). Buyer accepts the Products as-is unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Products" means only: (i) one or more of the Products shipped is different than identified in this Proposal; or (ii) one or more of the Products' label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Products, Seller will, in its sole discretion: (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price for such Nonconforming Products. In either event, Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Seller facility located in Grand Forks, North Dakota 58201. If Seller exercises its option to replace Nonconforming Products, Seller will furnish to Buyer the replacement Products according to this Proposal after receiving Buyer's shipment of Nonconforming Products. The remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided in this paragraph, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products to Seller. Cosmetic conditions, including but not limited to oil canning or rippling of flat surfaces of metal-faced door panels, are not a cause for rejection.
- f. **Limited Warranty.** Subject to the terms of this Limited Warranty, Seller warrants to the original user or consumer (the "Owner") of a Seller's product (the "Product") that, for a period of one (1) year from the date of shipment, the Product will be free from defects in material and workmanship under normal use and service, and provided the Product is installed, operated and maintained in accordance with instructions supplied by Seller. The terms and limitations of this Limited Warranty apply to all repaired or replacement Products for a term equal to the balance of the warranty remaining on the Product that was repaired or replaced as of the date of such repair or replacement. PS Flood Barrier Product Warranty Registration: For PS Flood Barrier™ Products, this Limited Warranty will only be valid if the Owner completes the Warranty Registration card included in the Product Operation & Maintenance Manual within thirty (30) days of Product installation. To request a copy of the Warranty Registration card, contact Seller. **Warranty Exclusions:** Notwithstanding anything to the contrary, this Limited Warranty does not cover any of the following: (1) Normal wear and tear (including, but not limited to, normal wear and tear to gaskets and weather seals); damage or accidents resulting from freight damage, from failure to follow precautionary safety measures, or applied paint failure; abuse, misuse or unauthorized modification of the Product; misapplication; improper installation; or any defects, damage or other harm that is not the result of the acts or omissions of Seller. (2) Cost of field labor or other charges incurred by Owner in removing and/or re-affixing the Product or any part or component thereof. (3) Transportation costs. Unauthorized modification of or to the Product voids this Limited Warranty. Authorized modifications, received in writing from Seller, as long as the modification is

**PROPOSAL NO.: 0019383-R0**

accomplished in strict accordance with Seller instructions, does not void warranty. To request product modifications contact Seller. Claim Procedure: To make a claim under this Limited Warranty, the claim must be received by Seller before the expiration of the above stated Limited Warranty period together with proof of purchase. An authorized Seller representative must be given a reasonable opportunity to inspect and investigate the alleged Product defect prior to any work being done that affects the Product or its installation. Seller reserves the right to charge reasonable amounts for travel and labor associated with investigation of claims. Seller may also require photographs of the alleged Product defect or return of the Product or part to a designated Seller location, freight prepaid. A return goods authorization must be received prior to the return of the Product or part. Please contact Seller to determine the designated location for return and to obtain the return goods authorization. Exclusive Remedy: In the event of a warranty claim that Seller determines to be covered by this Limited Warranty, Seller will replace or repair, at Seller's discretion, the Product or any part of the Product found to be defective. Disclaimers: The above warranty and remedy is the sole express warranty and remedy given by Seller on its Product. No warranties or representations at any time made by any representative from Seller shall vary or expand the provisions hereof. TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO OWNER. LIABILITY LIMITATION: In no event will Seller liability to Owner or any other person or entity exceed the price paid to Seller for the defective Product. IN NO EVENT SHALL PS INDUSTRIES INCORPORATED BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR ANY OTHER CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING ARISING FROM INSPECTION OR REMEDY DELAYS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO OWNER. THIS WARRANTY GIVES OWNER SPECIFIC LEGAL RIGHTS AND OWNER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

**IV. PAYMENT**

- a. Price. Buyer shall purchase the Products from Seller at the prices listed in FLOOD BARRIER PROPOSAL (PRODUCTS). All prices are contingent on acceptance of all the terms and conditions in this Proposal, and subject to change if said terms and conditions change. All prices are exclusive of sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes, unless otherwise provided in this Proposal.
- b. Payment Schedule. Buyer shall pay Seller according to the following schedule, net thirty (30) days by C.O.D., certified funds, or as otherwise agreed and subject to credit approval:
  - i. **Progress Payment 1:** Ten percent (10%) of the total price due with order.
  - ii. **Progress Payment 2:** Twenty-five percent (25%) of the total price due upon Seller delivering the first shop drawing(s).
  - iii. **Final Payment:** Balance due upon delivery.
- c. Terms. Buyer shall pay interest on all late payments at the lesser of the rate of eighteen percent (18%) per annum, or the highest rate permissible under applicable law, calculated daily (0.05% per day) and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including attorneys' fees. In addition to all other available remedies, Seller may suspend production, shipment, or delivery of any of the Products, and any other services if Buyer fails to pay any amounts when due under this Proposal and such failure continues for seven (7) days following written notice. Seller reserves the right to require full or partial payment in advance. Once payment has been received or acceptable arrangements have been made, orders will be rescheduled based on the then-current fabrication schedule. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller. Seller does not authorize any form of retainage. Seller's entitlement to payment is absolute and not contingent upon Buyer receiving payment.

**V. CANCELLATION / CHANGES / POSTPONING SHIPMENT**

- a. Cancellation by Buyer. Following acceptance of this Proposal, Buyer's cancellation of this Proposal is subject to fees based upon the production status of the Products as follows:
  - i. **Ten percent (10%)** of the total price if the drawing process has started.
  - ii. **Thirty-five percent (35%)** of the total price if Seller has delivered the first shop drawing(s) to Buyer.
  - iii. **Seventy-five percent (75%)** of total price if Seller has started fabrication.
  - iv. **One hundred percent (100%)** of the total price if Seller has completed fabrication.
 NOTE: If specialty hardware has been ordered that is specific to the project, the cost of that material will be added to the cancellation fee.
- b. Changes by Buyer. Following acceptance of this Proposal, any changes to the Products will be subject to fees as quoted by Seller upon receipt of said changes.
- c. Postponing Shipments. Buyer may request to delay a shipment, beyond the scheduled ship date, by contacting Seller no later than ten (10) business days prior to the scheduled ship date. Buyer may delay the shipment for up to seven (7) calendar days at no charge. A \$100 per day storage fee will be assessed beginning on the eight (8th) calendar day, and each subsequent calendar day, until shipment leaves Buyer's facility.
- d. Cancellation by PS INDUSTRIES INCORPORATED. In addition to all other available remedies, Seller may terminate any agreement formed after this Proposal has been accepted with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Proposal and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with this Proposal; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- e. Survival. Subject to the terms and conditions in this Proposal, (i) the representations and warranties contained in this Proposal will survive expiration, cancellation, or termination; and (ii) sections I, IV, V, and VI of this Proposal, as well as any other provision that should survive in order to give proper effect to the intent of this Proposal, will survive expiration, cancellation, or termination.

**VI. MISCELLANEOUS**

- a. Abbreviations. If used in this Proposal, the following abbreviations have the following meanings:
 

AFP	Acting Fluid Pressure (the direction in which the flood waters are acting on the flood barrier jamb anchors)
CIP	Cast-in-Place concrete
CMU	Concrete Masonry Unit
EOM	Existing Opening Material (the material type to which the mounting surface of the flood barrier is mounting)
HHi	Hydrostatic and Hydrodynamic and Impact Loading
HHL	Hydrostatic and Hydrodynamic Loading
HLO	Hydrostatic Loading Only

**PROPOSAL NO.: 0019383-R0**

PCF	Pounds per Cubic Foot
PSI	Pounds per Square Inch
RMO	Rough Material Opening (the measurement of the opening in a wall into which a door or barrier is to be installed)
WAV	Wave Loading

- b. **Limitation of Liability.** Seller will not be liable to Buyer or any third party for any loss of use, revenue or profit, or loss of data or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether based upon breach of contract, tort (including negligence), strict liability, or otherwise, regardless of whether such damages were foreseeable and whether or not Seller has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose. Seller' aggregate liability, whether based upon breach of contract, tort (including negligence), strict liability, or otherwise, will not exceed the total of the amounts paid to Seller for the Products sold under this Proposal.
- c. **Indemnification.** Buyer shall, at its expense, defend, indemnify, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, legal fees, and costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers, arising out of or connected to (i) the subject matter of this Proposal; (ii) the Products; (iii) Buyer's acts, omissions, misconduct, or breach of contract, or (iv) any claim that Buyer's use or possession of the Products infringes or misappropriates the intellectual property right of any third party.
- d. **Entire Agreement.** Upon acceptance, this Proposal, including and together with any related exhibits, schedules, attachments, and appendices, will constitute the sole and entire agreement between Seller and Buyer regarding the subject matter of this Proposal, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
- e. **Severability.** If any term of this Proposal is unenforceable in any jurisdiction, such unenforceability will not affect any other term of this Proposal or invalidate or render unenforceable such term in any other jurisdiction.
- f. **Counterparts.** This Proposal may be accepted and executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- g. **Third Parties.** Upon acceptance, this Proposal is binding on and will benefit Buyer and Seller and their respective successors and assigns as permitted by this paragraph. Nothing in this Proposal, express or implied, confers on any other person or entity other than Buyer and Seller any legal or equitable right, benefit, or remedy of any nature whatsoever. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations regarding the subject matter of this Proposal without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this paragraph will be null and void. No assignment, transfer, delegation, or subcontract will relieve Buyer of any of its obligations under this Proposal. Seller may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations regarding the subject matter of this Proposal without Buyer's prior written consent.
- h. **Amendments.** No amendment to or modification of this Proposal is effective unless it is in writing, identified as an amendment or modification to this Proposal, and signed by an authorized representative of Buyer and Seller in accordance with paragraph l(b) of this Proposal.
- i. **Waiver.** Buyer waives any claim arising out of or connected to the Products unless made in writing within ninety (90) days from date of shipment of the Products. No waiver by Seller of anything in this Proposal will be effective unless explicitly set forth in writing and signed by Seller. Seller' failure to exercise, or delay in exercising, any right, remedy, power, or privilege regarding the subject matter of this Proposal will not operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.
- j. **Remedies.** Unless otherwise provided in this Proposal, all rights and remedies created upon acceptance of this Proposal are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available between the parties.
- k. **Dispute Resolution.** Any dispute, controversy, or claim arising out of or connected to the subject matter of this Proposal, or the breach, termination, or invalidity thereof, which is not resolved between the parties themselves, will be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, effective on the date of this Proposal, by a single arbitrator who will be appointed in accordance with such rules. The place of arbitration will be Minneapolis, Minnesota. The arbitration will be conducted in the English language. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. This Proposal will be governed by, interpreted, and construed in accordance with the laws of the State of North Dakota.
- l. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Proposal must be in writing and addressed to the other party at its address set forth in this Proposal (or to such other address that the receiving party may designate in writing as required by this paragraph). All notices must be delivered by personal delivery, certified mail (return receipt requested, postage prepaid), or electronic mail. Such notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.



**SECTION:**

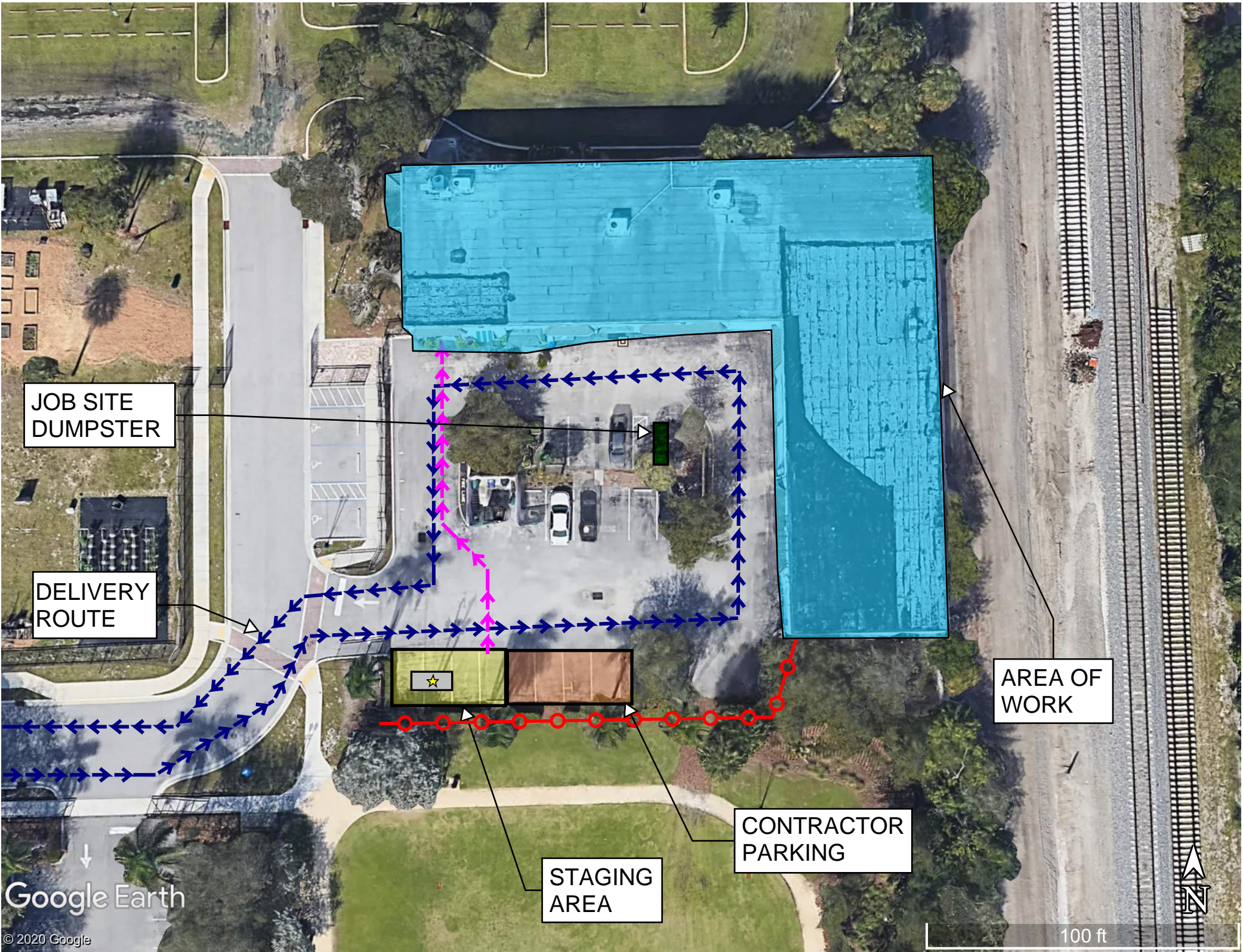
**5.**

PHASING/STAGING PLANS





L-Shade Building Renovation and Improvements  
Staging and Phasing



Notes:  
1.

Legend:

- Delivery route
- Fencing
- Contractor Traffic
- Job Site Dumpster
- Office

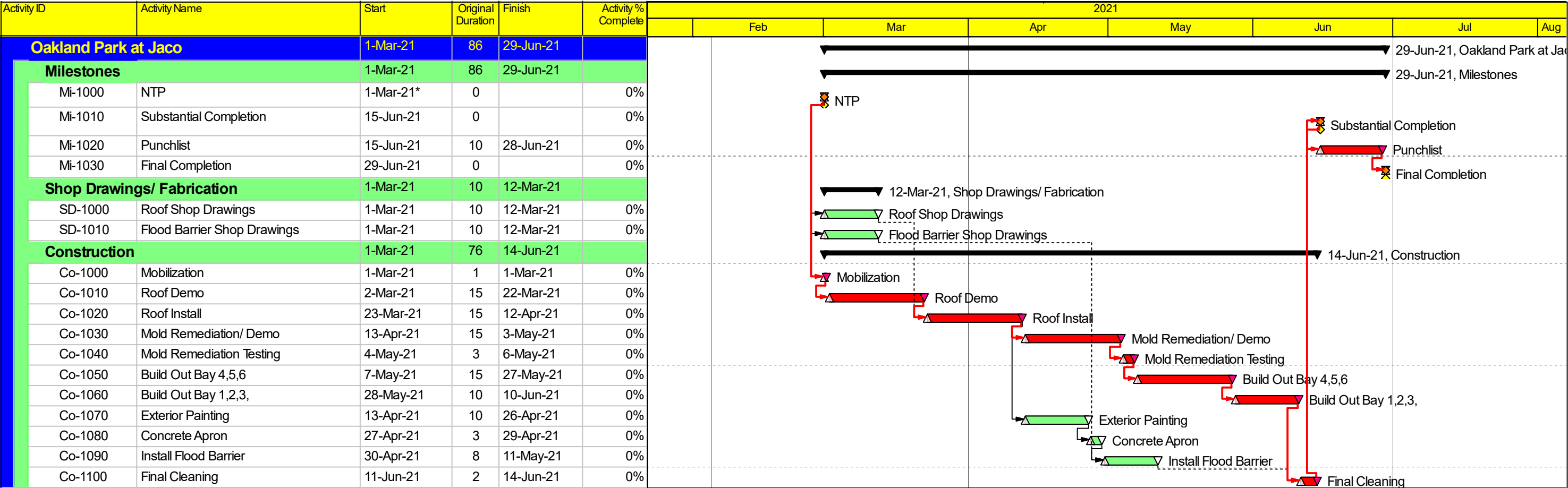
	PROJECT NAME L-Shade Building	ORIGINAL DRAWING --	DRAWN BY CL	CHECKED BY --	SKETCH NUMBER
	PROJECT NUMBER 3236	ISSUED WITH --	DATE December 22, 2020	<b>SCEC-01.0</b>	



**SECTION:**

**6.**

CONSTRUCTION CPM



Remaining Level of Effort

Baseline Milestone

Hammock

Milestone

Actual Work

Summary

Remaining Work

Critical Remaining Work

Oakland Park at Jaco

5-Feb-21



# 7.

## SECTION:

BIDDERS LIST

# L-Shape Building renovations Sub List

? = Contacted but don't know if bidding yet.  
B = Will bid  
NB = Not bidding



Updated:

2/5/2021

Bid	Div. No.	Section Company	Contact	Phone	Email	Fax	Notes
	02	<b>Mold Abatement</b>					
		FL Contractors	Tony Imparato	866-513-0942	<a href="mailto:tony@flcontractors.com">tony@flcontractors.com</a>		
		IICRC	Reynaldo Rolo	305-744-4185			
	07	<b>Roofing</b>					
		Latite Roofing & Sheet Metal Co., Inc.	Bethany Whitbred	954.772.3446	<a href="mailto:bids@latite.com">bids@latite.com</a>	954.938.9158	
		Advanced Roofing	Danny Stokes	954.522.6868	<a href="mailto:dannys@advancedroofing.com">dannys@advancedroofing.com</a>	954.566.2967	
		A-1 Duran Roofing Inc..	Bernardo Duran	305.885.5525	<a href="mailto:bduran@a1duranroofing.com">bduran@a1duranroofing.com</a>	305.888.3859	
		Campany Roofing	Dan Beres / Thanh-Th	561.863.6550	<a href="mailto:dan.beres@campanyroofing.com">dan.beres@campanyroofing.com</a> ; <a href="mailto:Thuy.Smith@campanyroofing.com">Thuy.Smith@campanyroofing.com</a>		
		Hi-Tech Roofing & Sheet Metal, Inc.	Michael Daley / Jarre	561.586.3110	<a href="mailto:mdaley@hi-techroofing.com">mdaley@hi-techroofing.com</a> ; <a href="mailto:jfelton@hi-techroofing.com">jfelton@hi-techroofing.com</a>		
	08	<b>Openings/ Flood Barricades</b>					
		National Flood	Dave Dansereau	860-222-3055	<a href="mailto:Dave@nationalflood.us">Dave@nationalflood.us</a>	----	
		PS Flood Barriers	Mitch Thorsen	877-446-1519	<a href="mailto:mthorsen@psindustries.com">mthorsen@psindustries.com</a>	701) 746-8340	
		Sak Enterprises Inc.	Matheus Rodrigues	941.981.3669	<a href="mailto:matheus@sakenterprise.com">matheus@sakenterprise.com</a>	941.718.4911	
		FL Contractors					
	09	<b>Painting</b>					
		Jasper Enterprises, Inc.	Eric Sweet	786.236.4397	<a href="mailto:jasperenterprise@aol.com">jasperenterprise@aol.com</a>	----	
		C & M Wall cover & Wallart Corp.	Carlos Areas	305.219.2622	<a href="mailto:mareas0118@yahoo.com">mareas0118@yahoo.com</a>	---	
		Color Factory Paint	Isac / Hip Casanova	954.978.2294	<a href="mailto:isac@colorfactorypaint.com">isac@colorfactorypaint.com</a> ; <a href="mailto:estimating@colorfactorypaint.com">estimating@colorfactorypaint.com</a> ; <a href="mailto:hipcasanova@colorfactorypaint.com">hipcasanova@colorfactorypaint.com</a>		
		MBR	Marlon Ramos	7544227091	<a href="mailto:marlonramos@mbrflorida.com">marlonramos@mbrflorida.com</a>		
		J Mori	Joe Mori	305-825-7144 ext 605	<a href="mailto:jlmori@jmoripainting.com">jlmori@jmoripainting.com</a>		
	09	<b>Drywall</b>					
		C & M Wallcover & Wallart Corp.	Carlos Areas	305.219.2622	<a href="mailto:mareas0118@yahoo.com">mareas0118@yahoo.com</a>	---	
		Coastal Drywall & Framing Inc.	Enrique Reyes	305.541.6686	<a href="mailto:reyes@coastalinc.us">reyes@coastalinc.us</a>	786.597.6247	
		SCEC	Lazaro Villar	954.923.4747	<a href="mailto:lvillar@statecontracting.com">lvillar@statecontracting.com</a>	954.391.7163	

	09	Resilient flooring					
		Vassell Tile & Marble, Inc	Simone Vassell	561.422.3522	<a href="mailto:Vastile@aol.com">Vastile@aol.com</a>	561.422.3523	
		Floorpro, Inc.	Skip Reed	954.748.1116	<a href="mailto:skipreed@floorproinc.net">skipreed@floorproinc.net</a>	954.748.3441	
		O'Neill Brothers Flooring, Inc.	Robert Caullett	561.795.8552	<a href="mailto:estimating@oneillbrothersflooring.com">estimating@oneillbrothersflooring.com</a>	561.795.8553	
	00	Water Proofing					
		Metro Caulking		954.974.0770	<a href="mailto:info@mcwcompanies.com">info@mcwcompanies.com</a>	954.974.0799	

**SECTION:**

**8.**

DRAWINGS





The City of Oakland Park

# L-Shaped Building Renovation and Improvements

1101 NE 40th Court, Oakland Park, FL 33334

Project Number. -----

**Construction Manager**  
State Contracting & Engineering Corp.  
5391 N. Nob Hill Road  
Sunrise, Fl 33351

	PROJECT NAME L-Shade Building	ORIGINAL DRAWING --	DRAWN BY CL	CHECKED BY --	SKETCH NUMBER
	PROJECT NUMBER	ISSUED WITH --	DATE December 1, 2020		<b>SCEC-01.0</b>





I HEREBY CERTIFY THAT THIS SURVEY MEETS STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS  
AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE,  
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  
DATED THIS 6th DAY OF NOVEMBER, 2019 A.D.

*Martin P. Rossi*

**MARTIN P. ROSSI**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 5857

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

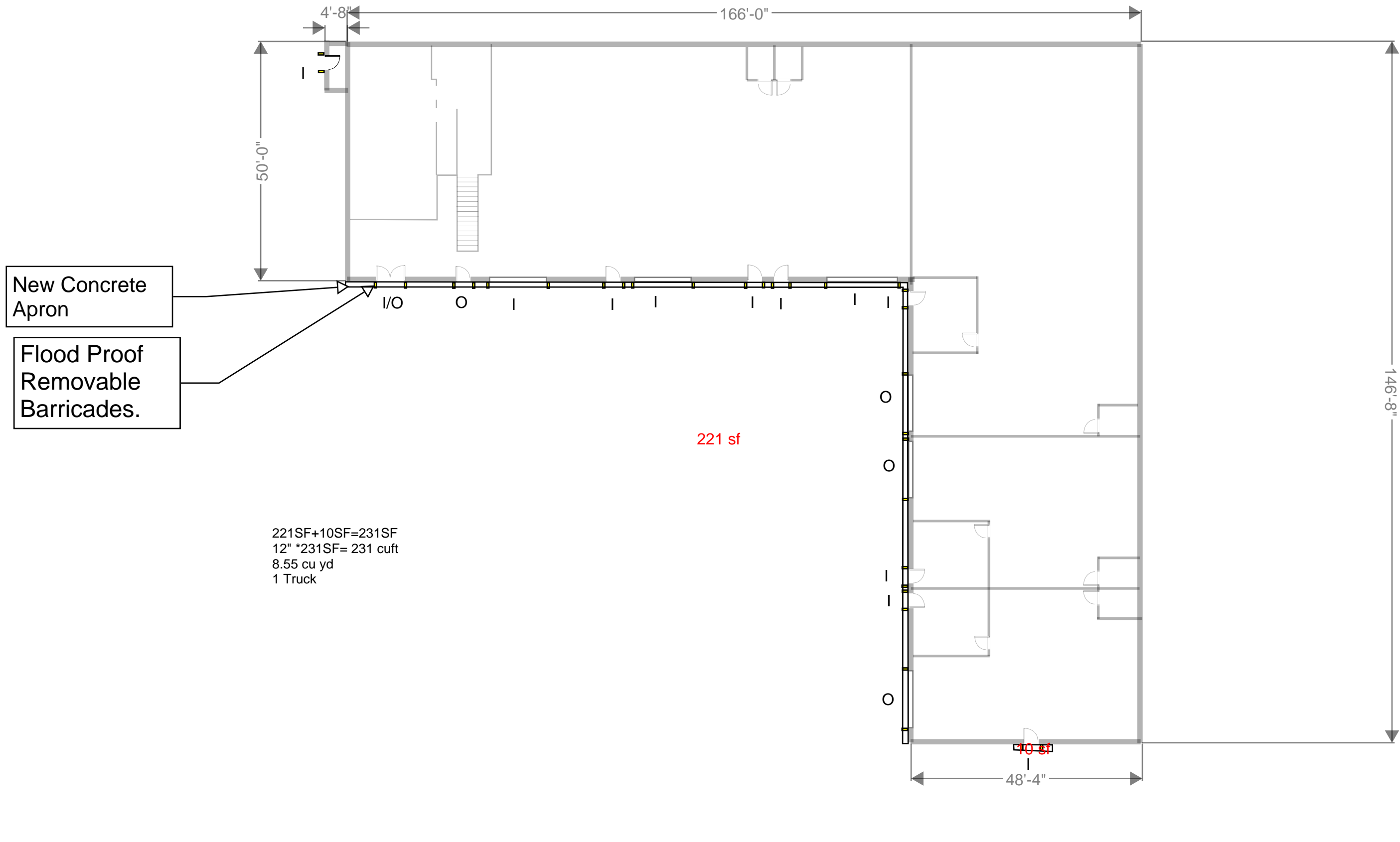
**MILLER LEGG**  
  
 South Florida Office: 5747 N. Andrews Way  
 Ft. Lauderdale, Florida • 33309-2384  
 954-436-7000 • Fax: 954-436-8664  
[www.millerlegg.com](http://www.millerlegg.com)

CERTIFICATES OF AUTHORIZATION		
EB7318 LB6680 LC033		
	LP	MR
DES.	DWN.	CHK.
PROJECT / FILE NO.		
19-00132		
DRAWING NO.		
SH-1		
DATE DRAWN	1	OF
11/7/19	CH	1

# **SURVEY OF PARK PLACE**

**FOR: CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA**





Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shade Building

ORIGINAL DRAWING  
--

DRAWN BY  
CL

CHECKED BY  
--

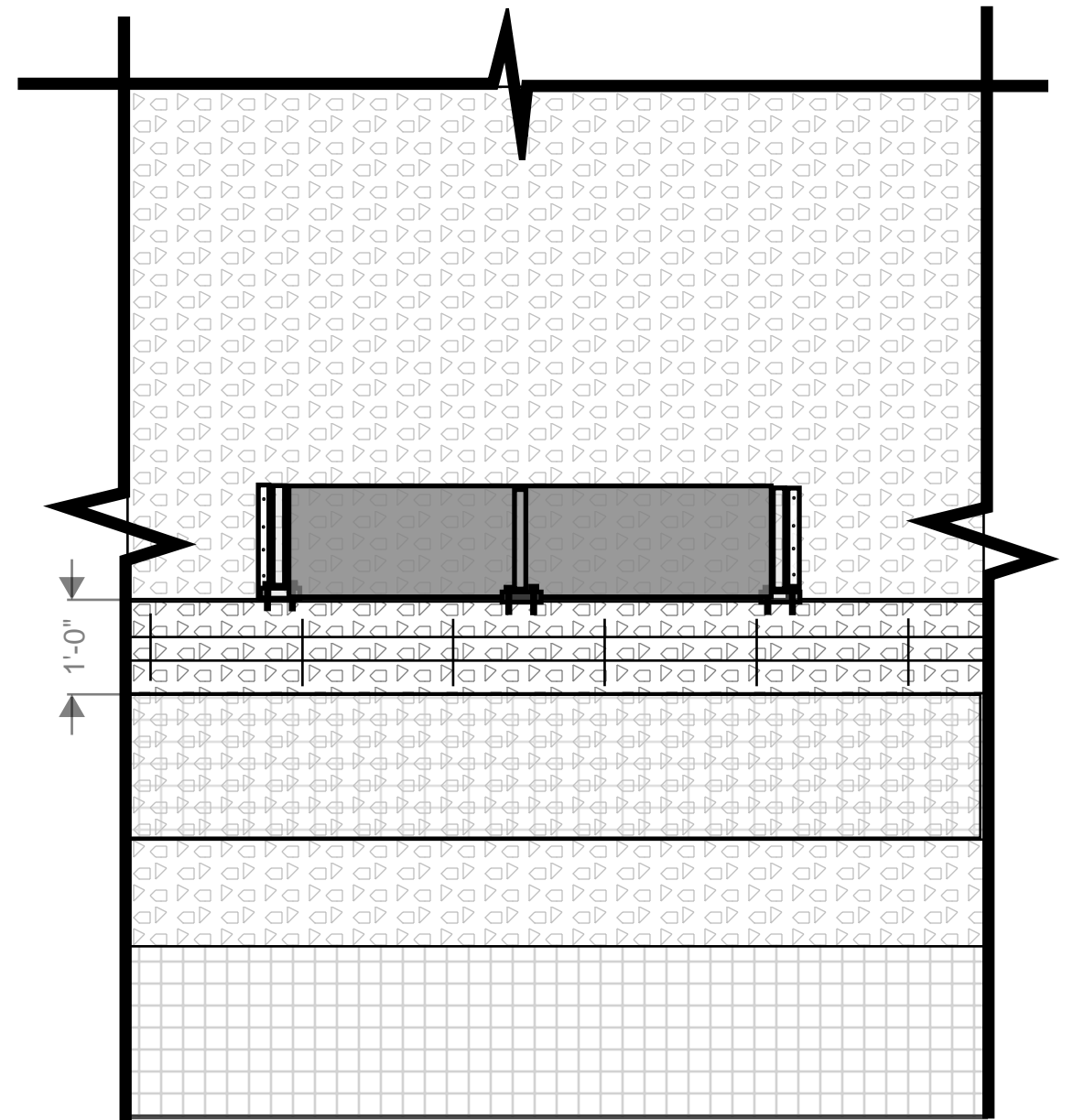
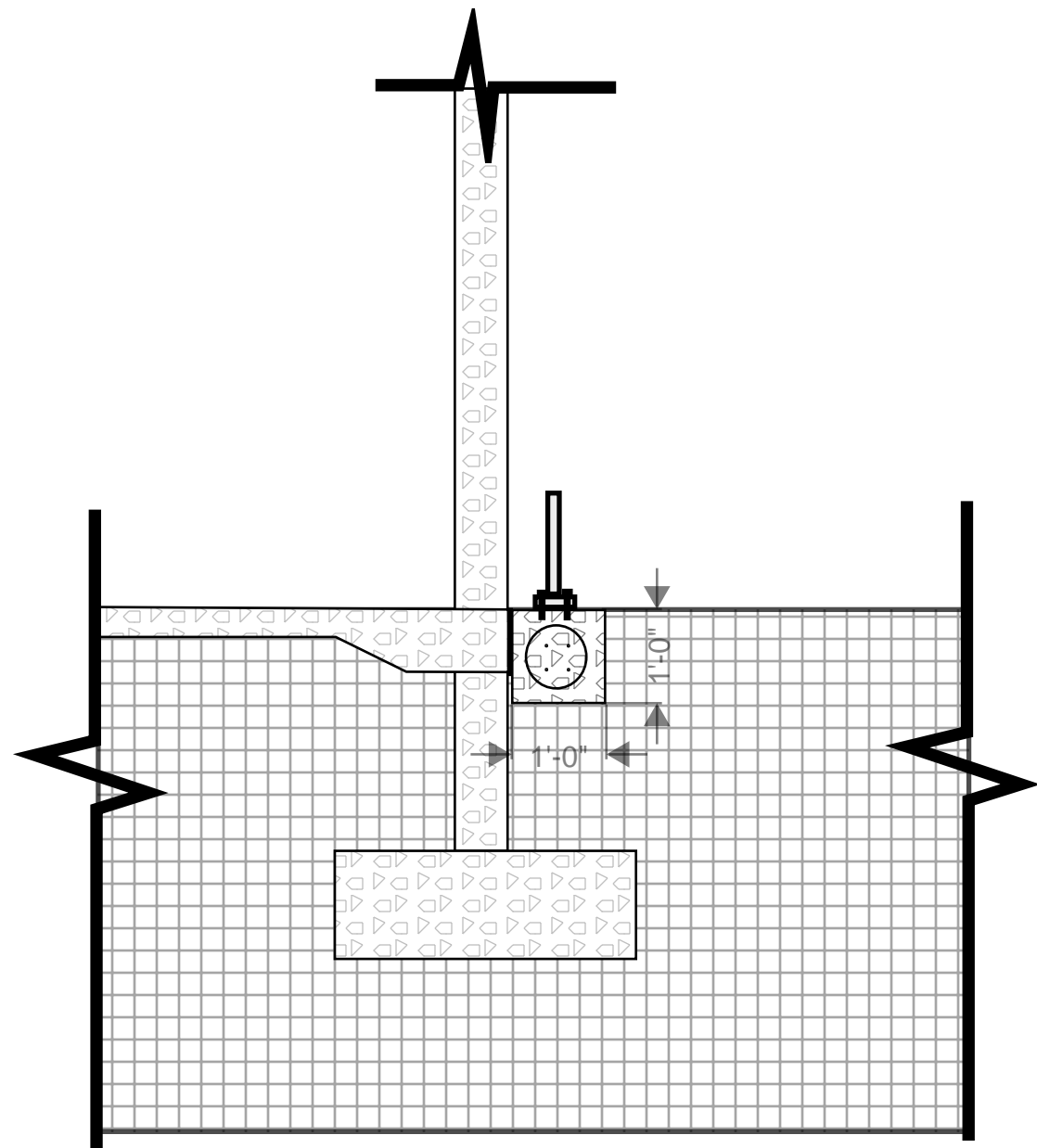
SKETCH NUMBER

**SCEC-01.1**

PROJECT NUMBER

ISSUED WITH  
--

DATE  
December 1, 2020



Cross Sections of Concrete Apron/ Flood Barrier

Scale: .55"=1'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shade Building

PROJECT NUMBER

ORIGINAL DRAWING  
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ISSUED WITH  
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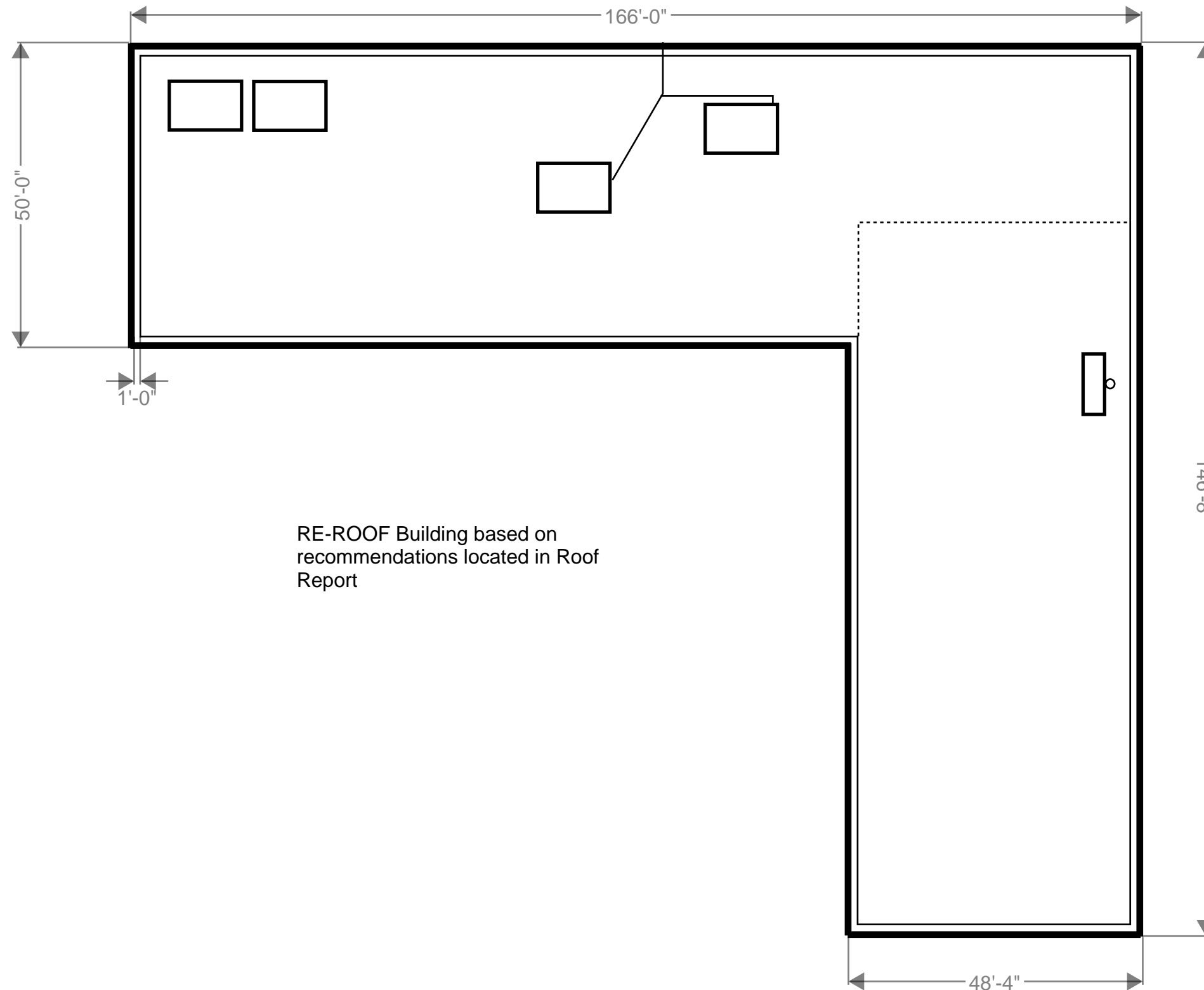
DRAWN BY  
CL

DATE  
February 10, 2021

CHECKED BY  
--

SKETCH NUMBER

**SCEC-1.1SD**



RE-ROOF Building based on  
recommendations located in Roof  
Report



Roof Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shade Building

ORIGINAL DRAWING  
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DRAWN BY  
CL

CHECKED BY  
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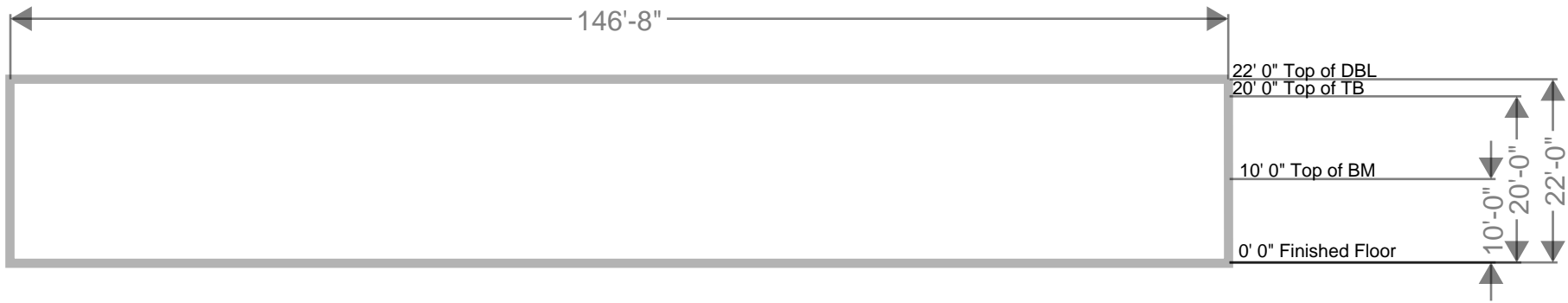
SKETCH NUMBER

**SCEC-01.2**

PROJECT NUMBER

ISSUED WITH  
--

DATE  
January 25, 2021

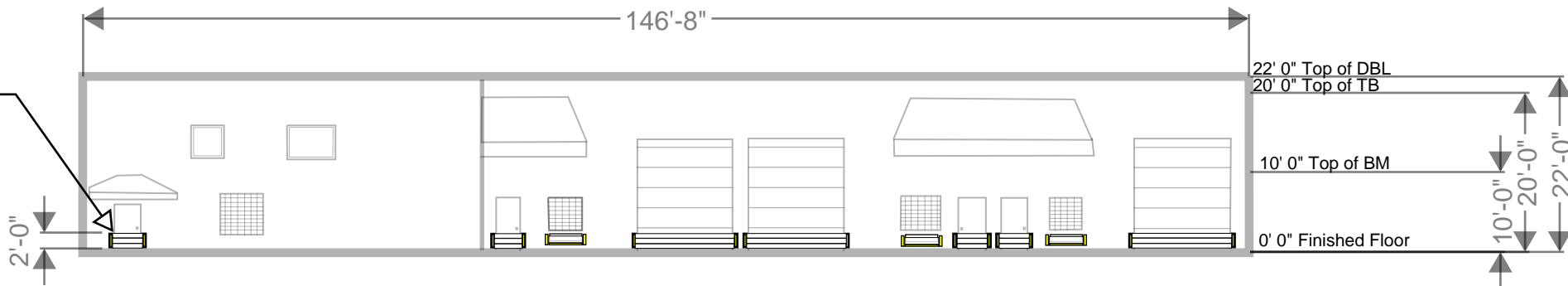


East Elevation View

Scale: 1"=20'

1

Flood Proof  
Removable  
Barricades.



West Elevation View

Scale: 1"=20'

2

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shade Building

ORIGINAL DRAWING  
--

DRAWN BY  
CL

CHECKED BY  
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SKETCH NUMBER

**SCEC-01.3**

PROJECT NUMBER

ISSUED WITH  
--

DATE  
December 1, 2020

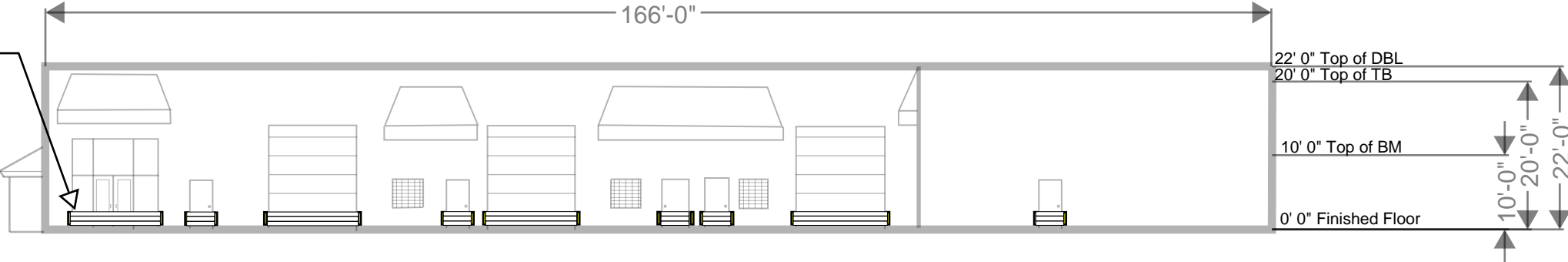


North Elevation View

Scale: 1"=20'

1

Flood Proof  
Removable  
Barricades.



South Elevation View

Scale: 1"=20'

2

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shade Building

ORIGINAL DRAWING  
--

DRAWN BY  
CL

CHECKED BY  
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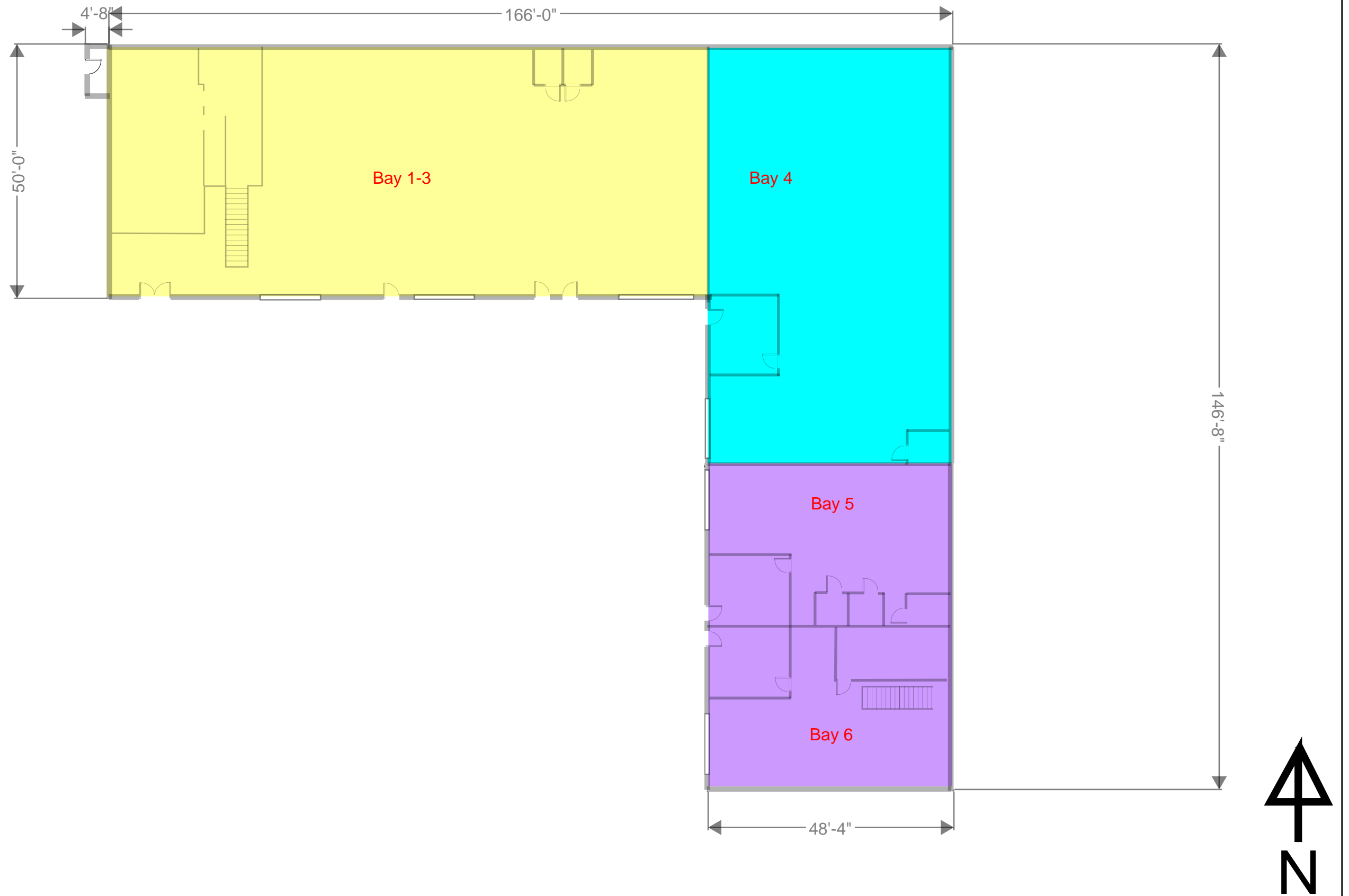
SKETCH NUMBER

**SCEC-01.4**

PROJECT NUMBER

ISSUED WITH  
--

DATE  
December 1, 2020



Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

ORIGINAL DRAWING  
--

DRAWN BY  
ES

CHECKED BY  
--

PROJECT NUMBER

ISSUED WITH  
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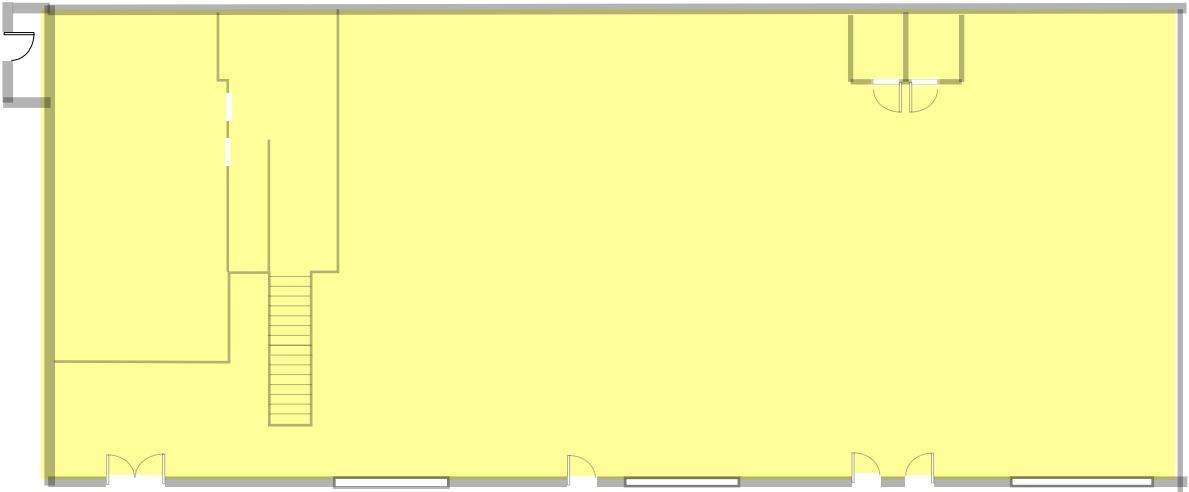
DATE  
January 21, 2021

SKETCH NUMBER

**SCEC-01.5**



- AREA:**  
**1<sup>ST</sup> FL NORTH HALLWAY NORTH WEST M BATHROOM**  
**1<sup>ST</sup> FL NORTH HALLWAY NORTH EAST F BATHROOM**
1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
  2. Place work area under negative air pressure.
  3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
  4. Poly-seal all A/C registers and vents within the work area.
  5. HEPA vacuum and MICRO clean the vanity cabinet, bathtub, and toilet.
  6. HEPA vacuum and MICRO clean all fixtures.
  7. HEPA vacuum and MICRO clean all tile’s on walls.
  8. HEPA vacuum and MICRO sanitize all exposed wall cavities.
  9. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
  10. HEPA vacuum and MICRO sanitize all ceilings within the containment.
  11. HEPA vacuum and MICRO clean flooring.
  12. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
  13. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
  14. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
  15. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
  16. Remove and discard containment pending clearance of PRV.



**REMEDIATION RECOMMENDATIONS (outlined)**

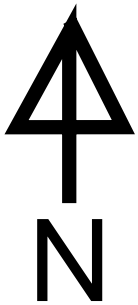
- AREA:**  
**CARPET FLOORING (ALL AREAS)**
1. Set-up containment.
  2. Place work area under negative air pressure.
  3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
  4. Poly-seal all A/C registers and vents within the work area.
  5. HEPA vacuum and MICRO clean all carpet flooring and carpet padding and tack strips. (Use steam treatment where deemed necessary by remediation contractor)
  6. Remove all contaminated carpet flooring and contaminated carpet padding as required.
  7. Remove all damage / contaminated tack strips as required.
  8. Bag and seal all removed damaged materials and discard at a hazardous waste landfill.

- AREA:**  
**2<sup>ND</sup> FL NORTH EAST BATHROOM**
1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
  2. Place work area under negative air pressure.
  3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
  4. Poly-seal all A/C registers and vents within the work area.
  5. HEPA vacuum and MICRO sanitize all fixtures in preparation for removal.
  6. HEPA vacuum and MICRO clean the vanity cabinet in preparation for removal as required.
  7. HEPA vacuum and MICRO clean the mirrors, bathtub and toilet from containment as required.
  8. Extract all contaminated tile from the wall as required.
  9. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
  10. Extract all moisture impacted and/or contaminated ceiling as required.
  11. Extract all damaged insulation.
  12. Extract all moisture impacted and/or contaminated damaged furring strips.
  13. Bag and seal all water damaged and contaminated materials.
  14. Disposal of all mold impacted materials at a hazardous waste landfill.
  15. HEPA vacuum and MICRO sanitize all exposed wall cavities.
  16. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
  17. HEPA vacuum and MICRO sanitize all ceilings within the containment.
  18. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
  19. HEPA vacuum and MICRO clean all exposed flooring. (Acid wash may be applied as additional treatment)
  20. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials. Encapsulate any remaining materials that cannot be accessed formulate EPA registered additives to provide protection against future growths.
  21. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
  22. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
  23. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
  24. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
  25. Remove and discard containment pending clearance of PRV.

- AREA:**  
**2<sup>ND</sup> FL NORTH WEST OFFICE**  
**2<sup>ND</sup> FL HALLWAY NORTH EAST ELECTRICAL CLOSET**
1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
  2. Place work area under negative air pressure.
  3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
  4. Poly-seal all A/C registers and vents within the work area.
  5. HEPA vacuum and MICRO clean all fixtures in preparation for removal as required.
  6. HEPA vacuum and MICRO clean flooring in preparation for removal as required.
  7. HEPA vacuum and MICRO clean the ceiling in preparation for removal as required.
  8. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
  9. Extract all moisture impacted and contaminated drywall from the ceiling as required.
  10. Extract all damaged insulation.
  11. Extract all moisture impacted and/or contaminated damaged furring strips.
  12. Bag and seal all removed damaged materials and discard at a hazardous waste landfill.
  13. HEPA vacuum and MICRO sanitize all exposed wall cavities.
  14. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
  15. HEPA vacuum and MICRO sanitize all ceilings within the containment.
  16. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
  17. HEPA vacuum and MICRO sanitize all exposed flooring. (Acid wash may be applied as additional treatment)
  18. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials using formulate EPA registered additives to provide protection against future growths.
  19. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
  20. Encapsulate any remaining materials that cannot be accessed using formulate EPA registered additives to provide protection against future growths.
  21. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
  22. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
  23. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
  24. Remove and discard containment pending clearance of PRV.

**REMEDIATION RECOMMENDATIONS (outlined)**

- AREA:**  
**1<sup>ST</sup> FL SOUTH WEST ENTRY CONCIERGE + MEETING ROOM AREA**  
**1<sup>ST</sup> FL HALLWAY SOUTH WEST MICROGREEN LABORATORY**  
**1<sup>ST</sup> FL HALLWAY NORTH WEST KITCHEN**  
**2<sup>ND</sup> FL SOUTH WEST OFFICE**
1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
  2. Place work area under negative air pressure.
  3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
  4. Poly-seal all A/C registers and vents within the work area.
  5. HEPA vacuum and MICRO clean the ceiling drywall.
  6. HEPA vacuum and MICRO clean all contents + furniture.
  7. HEPA vacuum and MICRO clean all ceiling mounted fixtures within the containment.
  8. HEPA vacuum and MICRO clean drywall of all walls from floor to ceiling.
  9. HEPA vacuum and MICRO clean all remaining walls within the containment.
  10. HEPA vacuum and MICRO clean flooring.
  11. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
  12. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
  13. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
  14. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
  15. Remove and discard containment pending clearance of PRV.



Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

ORIGINAL DRAWING  
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DRAWN BY  
ES

CHECKED BY  
--

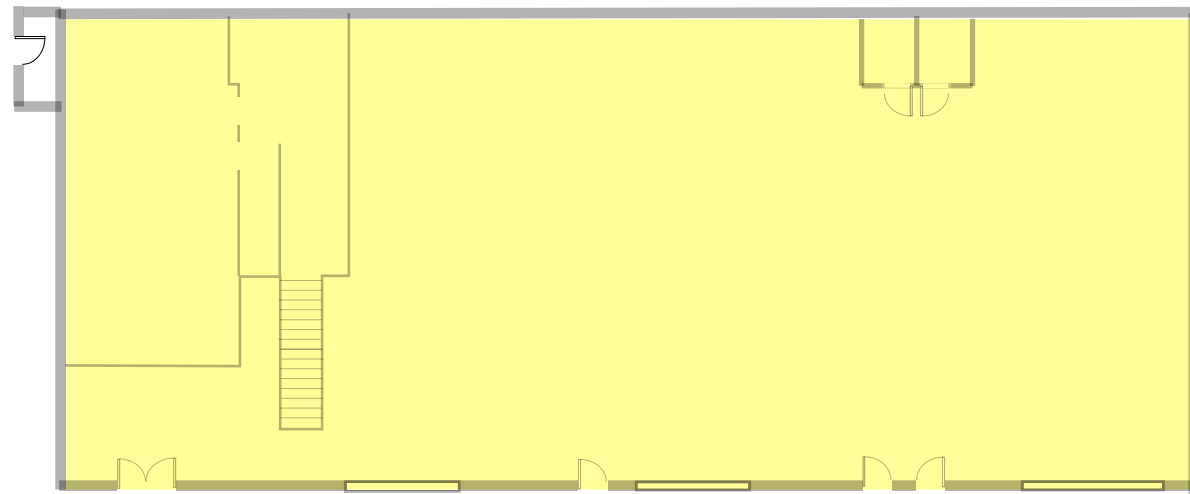
SKETCH NUMBER

SCEC-01.6

PROJECT NUMBER

ISSUED WITH  
--

DATE  
January 21, 2021

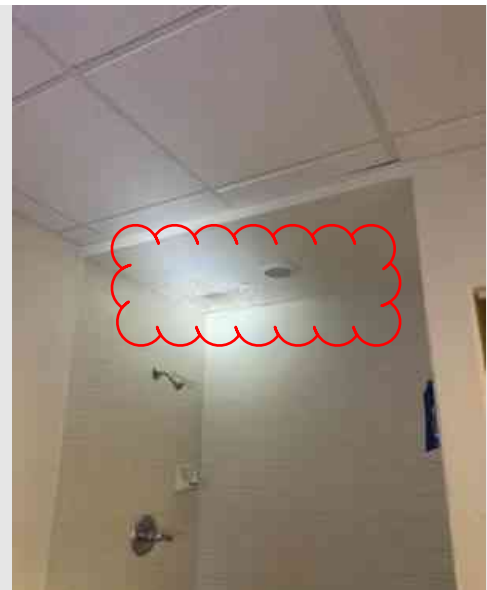


Interior Survey found mold in 2 areas - Shown clouded Pictures  
Electrical Room and 2nd floor Restroom Ceiling-  
Recommendation to remove drywall and replace.

Moisture Intrusion found in several areas. Recommendation for  
2nd floor restroom to remove tile and shower pan - replace with  
new. Remove flooring in restroom and replace.  
Moisture Intrusion at 2nd Floor Window - Recommendation to  
seal around window.

Further Recommendations include: Removal of all carpet and  
rubber baseboard and replace. Repaint all interior walls.  
Remove and replace all stained ceiling tiles.

Clean all ductwork.



Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

PROJECT NUMBER

ORIGINAL DRAWING  
--

ISSUED WITH  
--

DRAWN BY  
ES

DATE  
January 21, 2021

CHECKED BY  
--

SKETCH NUMBER

**SCEC-01.7**



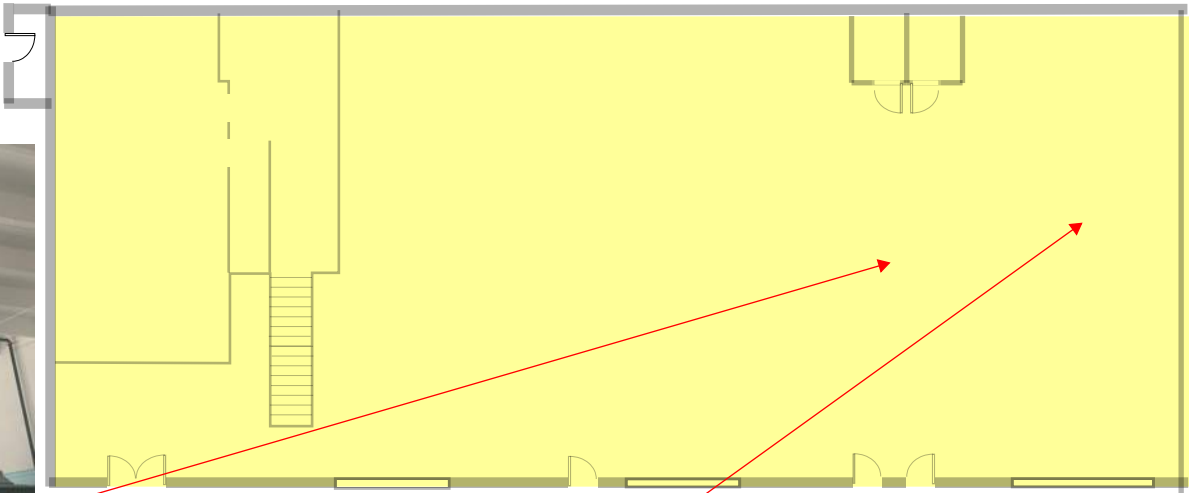
REMEDIATION RECOMMENDATIONS (outlined)

AREA:  
CARPET FLOORING (ALL AREAS)

- 1. Set-up containment.
- 2. Place work area under negative air pressure.
- 3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
- 4. Poly-seal all A/C registers and vents within the work area.
- 5. HEPA vacuum and MICRO clean all carpet flooring and carpet padding and tack strips. (Use steam treatment where deemed necessary by remediation contractor)
- 6. Remove all contaminated carpet flooring and contaminated carpet padding as required.
- 7. Remove all damage / contaminated tack strips as required.
- 8. Bag and seal all removed damaged materials and discard at a hazardous waste landfill.

AREA:  
2<sup>ND</sup> FL NORTH EAST BATHROOM

- 1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
- 2. Place work area under negative air pressure.
- 3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
- 4. Poly-seal all A/C registers and vents within the work area.
- 5. HEPA vacuum and MICRO sanitize all fixtures in preparation for removal.
- 6. HEPA vacuum and MICRO clean the vanity cabinet in preparation for removal as required.
- 7. HEPA vacuum and MICRO clean the mirrors, bathtub and toilet from containment as required.
- 8. Extract all contaminated tile from the wall as required.
- 9. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
- 10. Extract all moisture impacted and/or contaminated ceiling as required.
- 11. Extract all damaged insulation.
- 12. Extract all moisture impacted and/or contaminated damaged furring strips.
- 13. Bag and seal all water damaged and contaminated materials.
- 14. Disposal of all mold impacted materials at a hazardous waste landfill.
- 15. HEPA vacuum and MICRO sanitize all exposed wall cavities.
- 16. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
- 17. HEPA vacuum and MICRO sanitize all ceilings within the containment.
- 18. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
- 19. HEPA vacuum and MICRO clean all exposed flooring. (Acid wash may be applied as additional treatment)
- 20. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials. Encapsulate any remaining materials that cannot be accessed formulate EPA registered additives to provide protection against future growths.
- 21. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
- 22. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
- 23. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
- 24. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
- 25. Remove and discard containment pending clearance of PRV.



Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

PROJECT NUMBER

ORIGINAL DRAWING  
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ISSUED WITH  
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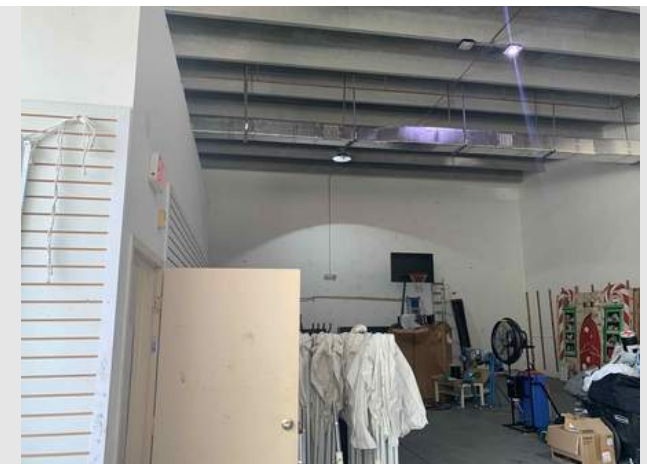
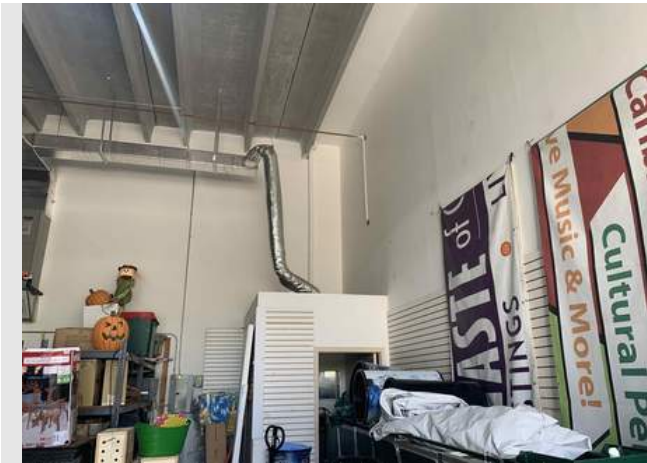
DRAWN BY  
ES

DATE  
January 21, 2021

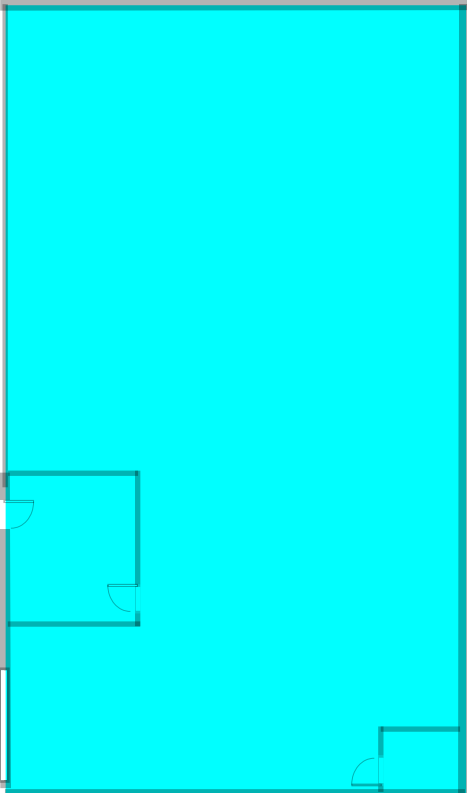
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SKETCH NUMBER

SCEC-01.8

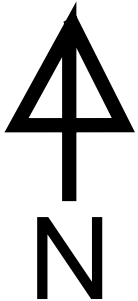


Survey did not have any significant findings in this area.  
Recommendation would be to follow survey along with paint all walls.



**AREA:**  
**BAY-4**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean the ceiling drywall.
6. HEPA vacuum and MICRO clean all contents + furniture.
7. HEPA vacuum and MICRO clean all ceiling mounted fixtures within the containment.
8. HEPA vacuum and MICRO clean drywall of all walls from floor to ceiling.
9. HEPA vacuum and MICRO clean all remaining walls within the containment.
10. HEPA vacuum and MICRO clean flooring.
11. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
12. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
13. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
14. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
15. Remove and discard containment pending clearance of PRV.



**Floor Plan**

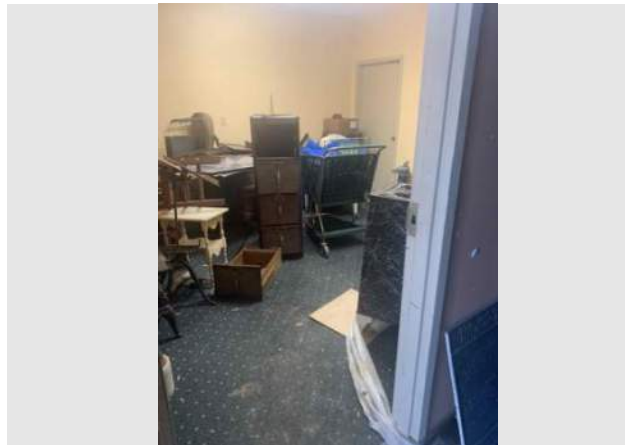
Scale: 1"=20' 1

1101 NE 40th Court, Oakland Park, FL 33334

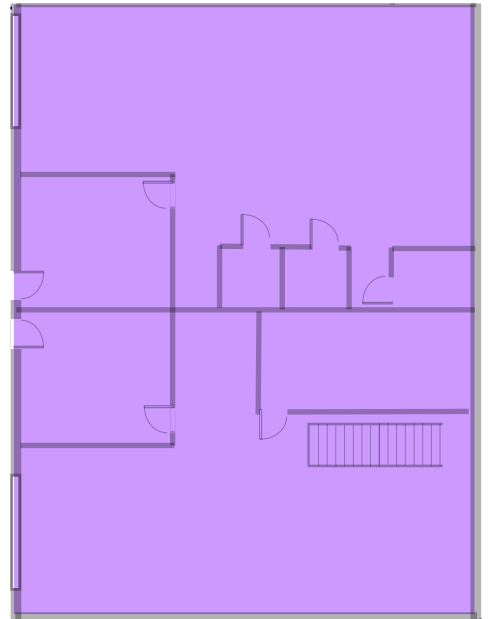


PROJECT NAME L-Shaped Building	ORIGINAL DRAWING --	DRAWN BY ES	CHECKED BY --	SKETCH NUMBER <b>SCEC-01.9</b>
PROJECT NUMBER	ISSUED WITH --	DATE January 21, 2021		





Recommend following survey, removing old wood structures, treating CMU walls, remove and replace carpet in office, remove stairs, remove mold in office, demo bathroom drywall, and paint all walls in bays and office.



## Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

PROJECT NUMBER

ORIGINAL DRAWING  
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ISSUED WITH  
--

DRAWN BY  
ES

DATE  
January 21, 2021

CHECKED BY  
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SKETCH NUMBER

**SCEC-1.10**

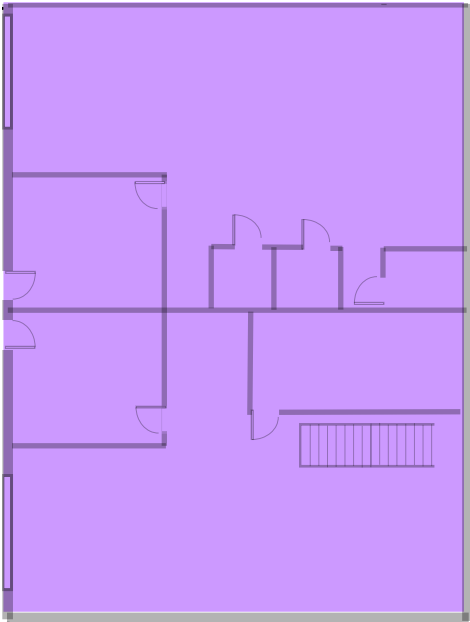
REMEDIATION RECOMMENDATIONS (outlined)

AREAS:

BAY-5

BAY-6

- 1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
- 2. Place work area under negative air pressure.
- 3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
- 4. Poly-seal all A/C registers and vents within the work area.
- 5. HEPA vacuum and MICRO sanitize all fixtures in preparation for removal.
- 6. HEPA vacuum and MICRO clean the vanity cabinet in preparation for removal as required.
- 7. HEPA vacuum and MICRO clean the mirrors, bathtub and toilet from containment as required.
- 8. Extract all contaminated tile from the wall as required.
- 9. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
- 10. Extract all moisture impacted and/or contaminated ceiling as required.
- 11. Extract all damaged insulation.
- 12. Extract all moisture impacted and/or contaminated damaged furring strips.
- 13. Bag and seal all water damaged and contaminated materials.
- 14. Disposal of all mold impacted materials at a hazardous waste landfill.
- 15. HEPA vacuum and MICRO sanitize all exposed wall cavities.
- 16. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
- 17. HEPA vacuum and MICRO sanitize all ceilings within the containment.
- 18. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
- 19. HEPA vacuum and MICRO clean all exposed flooring. (Acid wash may be applied as additional treatment)
- 20. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials. Encapsulate any remaining materials that cannot be accessed formulate EPA registered additives to provide protection against future growths.
- 21. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
- 22. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
- 23. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
- 24. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
- 25. Remove and discard containment pending clearance of PRV.



Floor Plan

Scale: 1"=20'

1

1101 NE 40th Court, Oakland Park, FL 33334



PROJECT NAME  
L-Shaped Building

ORIGINAL DRAWING  
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ES

CHECKED BY  
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SKETCH NUMBER

**SCEC-1.11**

PROJECT NUMBER

ISSUED WITH  
--

DATE  
January 21, 2021



# 9.

## SECTION:

REPORTS



# AIR-MAZING

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HOLLYWOOD, FL 33022

954-534-6478

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## PROPERTY ASSESSMENT, SAMPLE COLLECTION & REMEDIATION PROTOCOL

PROVIDED FOR:  
STATE CONTRACTING  
(CLIENT)

INSPECTION LOCATION:  
1101 NE 40<sup>TH</sup> CT  
OAKLAND PARK, FL 33334

INSPECTION DATE:  
12-14-2020

INSPECTION TIME:  
11:00 AM

OUTDOOR WEATHER CONDITIONS:  
SUNNY – PATCH CLOUDY SKIES

RELATIVE HUMIDITY (%): 55.0%

TEMPERATURE (\*F): 86.0°F

TYPE OF STRUCTURE:  
RESIDENTIAL STRUCTURE OF CBS CONSTRUCTION, 2 STORY  
(APPROXIMATE) YEAR BUILT 2001

TYPE OF INSPECTION:  
WATER & MOLD DAMAGE INSPECTION AND ASSESSMENT WITH A PROTOCOL  
RE-TEST FROM INITIAL INSPECTION PERFORMED 07-05-2019

PERFORMED BY:  
NIKHIL MAISURIA, MRSA2602  
IEP, CRT, CMI, CMRC, CMAP, WRT



CMI-79434



CMRC-81401







## **REMEDATION RECOMMENDATIONS (outlined)**

### **AREA:**

#### **CARPET FLOORING (ALL AREAS)**

1. Set-up containment.
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean all carpet flooring and carpet padding and tack strips. (Use steam treatment where deemed necessary by remediation contractor)
6. Remove all contaminated carpet flooring and contaminated carpet padding as required.
7. Remove all damage / contaminated tack strips as required.
8. Bag and seal all removed damaged materials and discard at a hazardous waste landfill.

### **AREA:**

#### **2<sup>ND</sup> FL NORTH EAST BATHROOM**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO sanitize all fixtures in preparation for removal.
6. HEPA vacuum and MICRO clean the vanity cabinet in preparation for removal as required.
7. HEPA vacuum and MICRO clean the mirrors, bathtub and toilet from containment as required.
8. Extract all contaminated tile from the wall as required.
9. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
10. Extract all moisture impacted and/or contaminated ceiling as required.
11. Extract all damaged insulation.
12. Extract all moisture impacted and/or contaminated damaged furring strips.
13. Bag and seal all water damaged and contaminated materials.
14. Disposal of all mold impacted materials at a hazardous waste landfill.
15. HEPA vacuum and MICRO sanitize all exposed wall cavities.
16. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
17. HEPA vacuum and MICRO sanitize all ceilings within the containment.
18. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
19. HEPA vacuum and MICRO clean all exposed flooring. (Acid wash may be applied as additional treatment)
20. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials. Encapsulate any remaining materials that cannot be accessed formulate EPA registered additives to provide protection against future growths.
21. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
22. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
23. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
24. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
25. Remove and discard containment pending clearance of PRV.



## **REMEDIATION RECOMMENDATIONS (outlined)**

### **AREA:**

#### **1<sup>ST</sup> FL NORTH HALLWAY NORTH WEST M BATHROOM**

#### **1<sup>ST</sup> FL NORTH HALLWAY NORTH EAST F BATHROOM**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean the vanity cabinet, bathtub, and toilet.
6. HEPA vacuum and MICRO clean all fixtures.
7. HEPA vacuum and MICRO clean all tile's on walls.
8. HEPA vacuum and MICRO sanitize all exposed wall cavities.
9. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
10. HEPA vacuum and MICRO sanitize all ceilings within the containment.
11. HEPA vacuum and MICRO clean flooring.
12. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
13. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
14. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
15. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
16. Remove and discard containment pending clearance of PRV.



## **REMEDIATION RECOMMENDATIONS (outlined)**

### **AREA:**

#### **2<sup>ND</sup> FL NORTH WEST OFFICE**

#### **2<sup>ND</sup> FL HALLWAY NORTH EAST ELECTRICAL CLOSET**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean all fixtures in preparation for removal as required.
6. HEPA vacuum and MICRO clean flooring in preparation for removal as required.
7. HEPA vacuum and MICRO clean the ceiling in preparation for removal as required.
8. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
9. Extract all moisture impacted and contaminated drywall from the ceiling as required.
10. Extract all damaged insulation.
11. Extract all moisture impacted and/or contaminated damaged furring strips.
12. Bag and seal all removed damaged materials and discard at a hazardous waste landfill.
13. HEPA vacuum and MICRO sanitize all exposed wall cavities.
14. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
15. HEPA vacuum and MICRO sanitize all ceilings within the containment.
16. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
17. HEPA vacuum and MICRO sanitize all exposed flooring. (Acid wash may be applied as additional treatment)
18. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials using formulate EPA registered additives to provide protection against future growths.
19. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
20. Encapsulate any remaining materials that cannot be accessed using formulate EPA registered additives to provide protection against future growths.
21. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
22. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
23. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
24. Remove and discard containment pending clearance of PRV.



## **REMEDIATION RECOMMENDATIONS (outlined)**

### **AREA:**

#### **1<sup>ST</sup> FL SOUTH WEST ENTRY CONCIERGE + MEETING ROOM AREA**

#### **1<sup>ST</sup> FL HALLWAY SOUTH WEST MICROGREEN LABORATORY**

#### **1<sup>ST</sup> FL HALLWAY NORTH WEST KITCHEN**

#### **2<sup>ND</sup> FL SOUTH WEST OFFICE**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean the ceiling drywall.
6. HEPA vacuum and MICRO clean all contents + furniture.
7. HEPA vacuum and MICRO clean all ceiling mounted fixtures within the containment.
8. HEPA vacuum and MICRO clean drywall of all walls from floor to ceiling.
9. HEPA vacuum and MICRO clean all remaining walls within the containment.
10. HEPA vacuum and MICRO clean flooring.
11. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
12. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
13. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
14. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
15. Remove and discard containment pending clearance of PRV.



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## PROPERTY ASSESSMENT, SAMPLE COLLECTION & REMEDIATION PROTOCOL

**PROVIDED FOR:**  
**STATE CONTRACTING**  
**(CLIENT)**

**INSPECTION LOCATION:**  
**1101 NE 40<sup>TH</sup> CT**  
**OAKLAND PARK, FL 33334**

**INSPECTION DATE:**  
**12-16-2020**

**INSPECTION TIME:**  
**7:16 AM**

**OUTDOOR WEATHER CONDITIONS:**  
**SUNNY – CLOUDY SKIES**

**RELATIVE HUMIDITY (%): 82.7%**

**TEMPERATURE (\*F): 82.2**

**TYPE OF STRUCTURE:**  
**RESIDENTIAL STRUCTURE OF CBS CONSTRUCTION, 2 STORY**  
**(APPROXIMATE) YEAR BUILT 2001**

**TYPE OF INSPECTION:**  
**WATER & MOLD DAMAGE INSPECTION AND ASSESSMENT WITH A PROTOCOL**  
**-BAY 4, BAY 5, BAY 6-**

**PERFORMED BY:**  
**NIKHIL MAISURIA, MRSA2602**  
**IEP, CRT, CMI, CMRC, CMAP, WRT**



**CMI-79434**



**CMRC-81401**





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## **REMEDIATION RECOMMENDATIONS (outlined)**

### **AREAS:**

#### **BAY-5**

#### **BAY-6**

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO sanitize all fixtures in preparation for removal.
6. HEPA vacuum and MICRO clean the vanity cabinet in preparation for removal as required.
7. HEPA vacuum and MICRO clean the mirrors, bathtub and toilet from containment as required.
8. Extract all contaminated tile from the wall as required.
9. Extract all moisture impacted and/or contaminated drywall of all walls from floor to ceiling as required.
10. Extract all moisture impacted and/or contaminated ceiling as required.
11. Extract all damaged insulation.
12. Extract all moisture impacted and/or contaminated damaged furring strips.
13. Bag and seal all water damaged and contaminated materials.
14. Disposal of all mold impacted materials at a hazardous waste landfill.
15. HEPA vacuum and MICRO sanitize all exposed wall cavities.
16. HEPA vacuum and MICRO sanitize all ceiling mounted fixtures within the containment.
17. HEPA vacuum and MICRO sanitize all ceilings within the containment.
18. HEPA vacuum and MICRO sanitize all remaining walls within the containment.
19. HEPA vacuum and MICRO clean all exposed flooring. (Acid wash may be applied as additional treatment)
20. Paint all remaining materials with an antimicrobial encapsulation paint including wall cavities if found necessary to protect remaining materials. Encapsulate any remaining materials that cannot be accessed formulate EPA registered additives to provide protection against future growths.
21. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
22. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
23. Aggressively scrub the air using HEPA air scrubbers for approximately 2-4 days. (48-96 hours)
24. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
25. Remove and discard containment pending clearance of PRV.



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## REMEDIATION RECOMMENDATIONS (outlined)

### AREA:

### BAY-4

1. Set-up containment. (Refer to containment protocol under Remediation Recommendations)
2. Place work area under negative air pressure.
3. HEPA vacuum and MICRO clean all A/C registers and vents within the work area.
4. Poly-seal all A/C registers and vents within the work area.
5. HEPA vacuum and MICRO clean the ceiling drywall.
6. HEPA vacuum and MICRO clean all contents + furniture.
7. HEPA vacuum and MICRO clean all ceiling mounted fixtures within the containment.
8. HEPA vacuum and MICRO clean drywall of all walls from floor to ceiling.
9. HEPA vacuum and MICRO clean all remaining walls within the containment.
10. HEPA vacuum and MICRO clean flooring.
11. Poly-seal all exposed wall cavities to prevent the air scrubbers from pulling compromised air from the attic or any other outside source.
12. Antimicrobial solution (MicroBan or similar) fogging to remediated areas once every 24 hours, minimum 2 days.
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14. Dehumidify area using dehumidifier for approximately 2-4 days. (48-96 hours)
15. Remove and discard containment pending clearance of PRV.

# Facility Roof Condition Report



**Prepared for:** State Contracting & Engineering Corp.

**Facility:** 1101 NE 40 Court

**Address:** 1101 NE 40 Court,  
Oakland Park, FL 33334

**Prepared By:** Michael Crooks

3260 NW 23rd Avenue, Suite 300E  
Pompano Beach, Florida 33069

**Tel:** 954-978-9330 **Fax:** 954-978-9339

**Inspection Date:** Tuesday, January 12, 2021





# Facility Condition Report

## Roofs by Condition Index

Building	Rating	Area	Roof System(s)	Install Date
1101 NE 40 Court	25 - Very Poor	12,921	Built Up Roof	- Unknown

# Facility Condition Report

Roof: Main Roof

Building: 1101 NE 40 Court



Roof System: Built Up Roof

Install Date: - Unknown

Roof Deck: Concrete

Condition Index: 25 - Very Poor

Roof Access: Ladder Required

Roof SF: 12,921

Elevation: 22

At your request, on January 12, 2021 Turnkey Roof Consulting, Inc (TRCI) staff began conducting an on-site investigation and analysis, and roof testing for supplemental evidence of the existing roof system at 1101 NE 40 Court Oakland Park, Florida 33334.

Turnkey Roof Consulting, Inc. performed a roof assessment using generally accepted industry standards and all roof testing was conducted in accordance with the Florida Building Code Testing Application Standards (TAS) .

## **EXTERIOR SITE CONDITIONS**

During the visual survey, observations were made of roof conditions and the roofing elements that are currently affecting or which could influence performance of the roof system. These observations included roof drainage characteristics, roof surface conditions and roof accessory items. TRCI was unable to obtain the installation date of the roof system. Numerous deficiencies were noted, photographed, and documented. While these photographs were not intended to provide a complete record of the roof, they do provide a visual description of typical roof conditions or selected areas containing deficiencies. Some of the observed conditions which adversely affect the performance of individual components of the roof system are as follows:

### **Roof Blisters**

Roof blisters were observed and photographed. Roof blisters are a common deficiency and occur when water or water vapor is trapped between plies of the roof layers or between plies and the insulation. Blisters are progressive and typically continue to grow in dimension. These areas are no longer adhered properly and are vulnerable to failure and loss during high wind events / This would cause openings in the system for water intrusion and significant interior damage. Ultimately blisters will crack or be pushed apart allowing for entry into building.

### **Deteriorating Membrane**

The existing field membrane appears to be a multi-ply smooth surfaced built up roofing system over rigid insulation boards. The roof membrane appears to be in very poor condition. The degradation of the roof membrane is not isolated condition; instead, the entire roof membrane surface shows signs of severe distress. Roof insulation is exposed at numerous locations. Vegetation is starting to grow from inside the roof system.

### **Tree branches**

Several tree branches are rubbing against roofing system, The resulting abrasive effect accelerates deterioration of the membrane. One tree at the East perimeter edge is growing into roof.

Above listed concerns are noted on attached drawing.

## **DRAINAGE SURVEY**

TRCI has completed an evaluation of the roof drainage capabilities of the Main Roof. The north section appears to slope to the south eave and the South east section appears to slope to the west. With minimal slope, the roof drains over an unobstructed

# Facility Condition Report

---

eave preventing a depth of water from building-up. Therefore, primary drainage elements and secondary overflow provisions are not required.

## **NUCLEAR MOISTURE TEST**

A nuclear moisture survey was conducted in accordance with the Florida Building Code Testing Application Standard (TAS) 126. A Troxler Nuclear Moisture Gauge was used to perform the survey. The moisture gauge detects hydrogen content by emitting into the roof system, high speed neutrons which collide with hydrogen atoms, areas of moisture within the roofing plies and/or insulation record high levels of slowed neutrons. Typically, the higher the reading, the higher the hydrogen content, the wetter the material.

The nuclear moisture meter was used to detect indications of subsurface moisture content. Reading were taken on a five-foot grid.

All field data collected from a nuclear moisture survey test is relative and must be quantified by core cuts. Therefore, core samples of the roof membrane and insulation were taken for observation and testing. The core samples taken by cutting small samples of the roof membrane and insulation in selected locations based upon the associated nuclear meter results. The samples were placed in watertight sealed containers and transported to TRCI laboratory for gravimetric testing. The location number and laboratory results along with the moisture content by weight of each core sample was determined for each test component following oven drying with the results detailed in the accompanying Moisture Survey Report.

The overall appearance and condition is very poor.

We suggest performing any actions/repairs listed in the recommendation section to properly address above listed concerns/observations.

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## Facility Condition Report

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Main Roof overview.



Main Roof overview.



Main Roof overview



South Perimeter edge overview.

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## Facility Condition Report

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Damaged membrane lap.



Close up of damaged membrane lap.  
Note insulation exposed.



Overview of damaged roofing material.



Close up of damaged roofing material.  
Note vegetation growing.

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## Facility Condition Report

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Overview of damaged membrane.



Close up of damaged membrane.  
Location denoted on attached drawing.



West perimeter edge overview.



Close up of damaged materials at West perimeter edge.

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## Facility Condition Report

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Close up of severely deteriorated membrane, felts exposed.



Overview of damaged membrane.  
Location denoted on attached drawing.



Overview of blister at lap.



Close up of blister at lap.

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## Facility Condition Report

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Overview of tree branches growing onto Roof area.



Close up of tree growing on Roof area.



Close up of damaged soil stack.



Close up of damaged vent.

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# Facility Condition Report

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## Proposed Actions and/or Repairs

Date	Activity
1/12/2021	<b><u>CONCLUSION AND RECOMMENDATION</u></b>

These adverse variables tend to accumulate as the roof age increases, reducing overall service life. Even well designed and maintained roof systems, will over time, age, degrade, require repairs, and ultimately require replacement. A comprehensive applied maintenance program can result in a longer service life for a roof system; however, this roof appears to have not been provided with a routine maintenance program, as evidenced by the severe degradation of the roof membranes.

Deficient items contributing to the poor condition of the roof system have been noted above and photographic evidence provided below.

The overall appearance and condition of the roof system is very poor and both roof areas have reached the end of their serviceable lives; as a result, replacement of the entire roof system is necessary. Consequently, TRCI recommends a replacement roof system consisting of a two-ply granule surfaced modified bitumen roof system over insulation boards, maintaining the current "R" value of the existing rigid roof insulation. Ensure a minimum 1/8" tapered insulation system is installed to establish slope and to efficiently move water towards the eaves

Turnkey Roof Consulting, Incorporated appreciates this opportunity to be of service to you. If you have any questions regarding this report, or if we can be of further assistance, please contact us.

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