

**CITY OF HOLLYWOOD**  
**COMMUNITY REDEVELOPMENT AGENCY**

**PROPERTY IMPROVEMENT PROGRAM (PIP)**  
**GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Hollywood, Florida, Community Redevelopment Agency, a Florida body corporate and politic (“CRA”) and Cambridge Towers, Inc. the owner of the property located at 1601 S. Ocean Drive, Hollywood, FL 33019 whose Federal I.D. No. is \_\_\_\_\_ (“Recipient”).

**RECITALS**

WHEREAS, the CRA is desirous of encouraging activities which contribute to the enhancement of redevelopment activities in Hollywood, Florida; and

WHEREAS, in 2005, the CRA Board approved and adopted the PROPERTY IMPROVEMENT PROGRAM (“PIP”) to leverage private investment for general exterior and interior property improvements to structures and/or to eliminate slum and blighting influences within the Hollywood Beach and Downtown Districts of the Community Redevelopment Agency (CRA); and

WHEREAS, in 2011, the CRA Board approved and adopted amendments to the PROPERTY IMPROVEMENT PROGRAM; and

WHEREAS, pursuant to Resolution R-CRA-2011-64, the CRA Board has authorized the CRA Executive Director to approve PIP grants below \$25,000 in accordance with the PIP requirements; and

WHEREAS, pursuant to the PROPERTY IMPROVEMENT PROGRAM, James Bannantine, as a duly authorized representative of Recipient, has applied for a Grant to assist it in making comprehensive exterior property improvements to the property located at 1601 S. Ocean Drive, Hollywood, FL 33019; and

WHEREAS, after reviewing the application submitted by Recipient, the CRA Board has found and determined that it would be beneficial to Redevelopment effort and a proper public purpose under Chapter 163, Florida Statutes, to support Recipient's improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

**I) CRA Obligations and Responsibilities:**

- (A) Upon Recipient completing the comprehensive exterior and/or interior improvements acceptable to the CRA's Executive Director and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the CRA shall reimburse Recipient for one-half of the construction cost up to a maximum grant of \$50,000.00. In the event that Recipient fails to complete the comprehensive exterior improvements and other improvements by the completion date, CRA shall not be liable for reimbursement for any construction costs unless the CRA Executive Director agrees in writing.
- (B) The CRA shall not be liable for payments for services beyond the scope of the CRA authorized improvements, nor shall the CRA be liable for improvements which are made after the comprehensive exterior property improvement project is completed or after the CRA has authorized reimbursement to the Recipient.
- (C) The CRA shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient Obligations and Responsibilities:**

- (A) Recipient agrees to accept grant funds in an amount not to exceed \$50,000.00. Such grant funds shall be done on a reimbursement basis and shall only be for one-half of the construction cost up to a maximum grant amount of \$50,000.00; and
- (B) Recipient acknowledges and agrees that the grant funds are to be used solely for property improvements approved by the CRA on the property located at: 1601 S. Ocean Drive, Hollywood, FL 33019.
- (C) Recipient acknowledges that it is the owner of the subject property, or if the Recipient is not the owner, it has received the owner's written consent to improve the subject property (shown in Exhibit "A" which is attached hereto and incorporated by reference) and as such it is authorized to contract for exterior and/or interior property improvements; and

- (D) Recipient shall submit a final design sketch of the exterior property improvements along with a contractor's bid for the improvements (which are attached hereto as Exhibit "B" and are incorporated herein by reference") to the City of Hollywood's Department of Planning and Development Services for review by applicable boards and/or City staff. All general exterior property improvements shall be consistent with all applicable City of Hollywood codes and design regulations; and
- (E) Recipient agrees that all exterior property improvements as set forth in Exhibit "B" shall be completed by **December 1, 2021** (the completion date) and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and
- (G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the CRA under this Agreement; and
- (H) Recipient shall make all books pertaining to the business and exterior and/or interior property improvements project available to the CRA for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three (3) years thereafter; and
- (I) The Recipient shall submit to the CRA not more than sixty (60) days after the comprehensive exterior property improvement project is completed, all supporting documentation, including but not limited to paid receipts, two (2) 8 x 10 photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the exterior property improvements project on the subject property; and
- (J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the CRA as an additional insured; and shall provide that the CRA will receive notice of any cancellation or change in coverage. Recipient shall furnish CRA with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the CRA.

### **(III) Representations**

As a material consideration in granting the funds which are the subject of this agreement, the CRA has relied upon the following representatives of the Recipient:

1. Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
2. To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, morale turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.

3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

**(IV) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to commence the project within thirty (30) days from the date of execution of this Agreement, CRA reserves the right to terminate this Agreement upon twenty-four (24) hours notice to Recipient.

**(V) Designated Representatives**

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

**AS TO AGENCY:**        **Executive Director**  
Hollywood, Florida Community Redevelopment Agency  
1948 Harrison Street  
Hollywood, FL 33020

**WITH A COPY TO:**    **General Counsel**  
Hollywood, Florida Community Redevelopment Agency  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020

**AS TO RECIPIENT:**   **Cambridge Towers, Inc.**  
Attn: James Bannantine  
1601 S. Ocean Drive  
Hollywood, FL 33019

**WITH A COPY TO:**

- (A) Recipient acknowledges that the CRA is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the CRA for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CRA relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CRA in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.

- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CRA and the Recipient as an agent, representative or employee of the CRA for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the CRA, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:

**Cambridge Towers, Inc.**  
**Attn: James Bannantine**  
**1601 S. Ocean Drive**  
**Hollywood, FL 33019**

- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the CRA may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the CRA shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) Recipient agrees that if the Recipient sells the property, changes the use of the business or goes out of business prior to receiving the grant funds or anytime within five years of receiving grant funds, all or a portion of the funds will be reimbursed to the CRA. If it is determined that reimbursement is based on a portion of the funds, Recipient shall reimburse the CRA in the following manner: 80% if the property is sold, the business use is changed or the business goes out of business within one year of the final disbursement; If said conditions occur within two years of the final disbursement, Recipient shall reimburse 60% of the funds; if said conditions occur within three years, then Recipient shall reimburse 40%, and if within four years, then Recipient shall reimburse 20% of the funds disbursed. Reimbursement requirements shall not be applicable to exterior-only improvement projects.
- (I) Recipient shall be required to provide sufficient security for grants awarded by the CRA Board. Such security shall be approved by the Executive Director and CRA General Counsel to sufficiently cover the repayment provision and may include a mortgage, personal guarantee, security agreement and/or any other acceptable form of security. Security requirements shall not be applicable to exterior-only improvement projects. Nothing in this paragraph shall be construed to prohibit the CRA Board from awarding a grant without security, if the Board determines that such grant is in the best interest of the CRA.

**PROPERTY IMPROVEMENT PROGRAM (PIP) GRANT AGREEMENT (CAMBRIDGE TOWERS, INC.)**

IN WITNESS WHEREOF, the HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY and CAMBRIDGE TOWERS, INC., have caused this Agreement to be executed, the day and year first above written.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
PHYLLIS LEWIS  
SECRETARY

\_\_\_\_\_  
JOSH LEVY, CHAIR

Approved as to Form and Legal Sufficiency for  
the Use and Reliance of the Hollywood,  
Florida Community Redevelopment  
Agency, only.

\_\_\_\_\_  
DOUGLAS R. GONZALES, GENERAL COUNSEL

AS TO RECIPIENT

ATTEST:

James Bannantine

By: \_\_\_\_\_

Signature

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

\_\_\_\_\_  
CORPORATE SECRETARY

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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CAMBRIDGE TOWERS, INC.</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	2 Business name/disregarded entity name, if different from above <b>1601 S. OCEAN DRIVE, HOLLYWOOD FL 33019</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

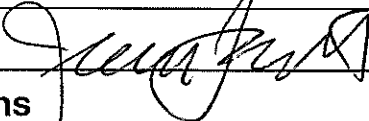
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	1	2	7	2	4	7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>08-31-28</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



COMMUNITY REDEVELOPMENT AGENCY

### HOLLYWOOD CRA GRANT PROGRAMS INITIAL INFORMATION SHEET

Contact Name: JAMES BARNANTINE, PRESIDENTBusiness Name: CAMBRIDGE TOWERS INC.Property Address: 1601 S. OCEAN DR. HOLLYWOOD FL 33019Contact Phone Number: (410) 365-5570

I am interested in (check all that may apply):

- ☐ **Hotel Improvement Program (HIP)** – 50% reimbursement grant for up to \$250,000 for comprehensive interior and exterior renovations to existing hotels within the CRA district.
- ☒ **Property Improvement Program (PIP)** – 50% reimbursement grant for up to \$50,000 for comprehensive exterior renovations to existing commercial, condominium, or multi-family buildings within the CRA district (100% homesteaded properties are not eligible).
- ☐ **Mini-Property Improvement Program (Mini-PIP)** – 50% reimbursement grant for up to \$25,000 for comprehensive exterior renovations to existing commercial, condominium, residential or multi-family buildings within the CRA district (100% homesteaded properties within Beach District are not eligible).
- ☐ **Paint Only Program (POP)** – 50% reimbursement grant for up to \$10,000 for cleaning, patching, and painting to any building within CRA district.

Please describe scope of work for any property improvement grant or business description for Business Recruitment Program:

CAMBRIDGE TOWERS INC. A 55+ CONDO COMMUNITY  
IT IS IN NEED TO RENOVATE ITS 51 YEAR BUILDING  
EXTERIOR TO IMPROVE ITS VISUAL QUALITY,  
ATTRACTIVENESS & VALUE

Please submit this form to Hollywood CRA and we will contact you about setting up a pre-application meeting.



Property Improvement Program (PIP) ApplicationName: JAMES BANNANTINE, PRESIDENTName of Business/Property to be Renovated: CAMBRIDGE TOWERS INCAddress: 1601 S. OCEAN DRIVE, HOLLYWOOD FL 33019Telephone Number: (407) 365-5570Are you the Property Owner or Business Owner? CONDO PRESIDENTType of Improvement(s) Planned:  
RENOVATE BUILDING EXTERIOR TO IMPROVE  
ITS VISUAL QUALITY, ATTRACTIVENESS & VALUEIncentive Amount: \$ 50,000Total Cost of Project: \$ 244,950

I hereby submit the attached plans, specification and color samples for the proposed project and understand that these must be approved by the Hollywood, Florida Community Redevelopment Agency ("CRA"). No work shall begin until I have received written approval from the CRA. I further understand that unless otherwise approved by the CRA Board, funding will not be paid until the project is complete.

  
Signature of Applicant8-10-20  
DateJames Bannantine  
Print Name

**Cambridge Towers Inc.**  
**1601 S. Ocean Dr.**  
**Hollywood FL, 33019**

BACKUP - I



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
CAMBRIDGE TOWERS, INC.

### Filing Information

**Document Number** 716737  
**FEI/EIN Number** 59-1272473  
**Date Filed** 06/16/1969  
**State** FL  
**Status** ACTIVE

### Principal Address

1601 SOUTH OCEAN DRIVE  
HOLLYWOOD, FL 33019

Changed: 02/28/2014

### Mailing Address

1601 SOUTH OCEAN DRIVE  
HOLLYWOOD, FL 33019

Changed: 02/28/2014

### Registered Agent Name & Address

Hollander, Goode & Lopez, PA  
314 South Federal Highway  
Dania Beach, FL 33004

Name Changed: 04/23/2019

Address Changed: 04/23/2019

### Officer/Director Detail

#### **Name & Address**

Title Director

BIGHAM, ANGELA C  
1601 S. OCEAN DRIVE  
503  
HOLLYWOOD, FL 33019

Title Secretary

BACKUP - I

Boyle-Eren, Marcia  
1601 S OCEAN DR  
HOLLYWOOD, FL 33019

Title Director

DANIELE, GIOVANNI  
1601 South Ocean Drive  
1102  
Hollywood, FL 33019

Title Treasurer

Eliopoulos, Miriam  
1601 S OCEAN DRIVE  
HOLLYWOOD, FL 33019

Title VP, 2nd

BELL, MARIDEE  
1601 S OCEAN DRIVE  
#106  
HOLLYWOOD, FL 33019

Title President

Bannantine, James M  
1601 SOUTH OCEAN DRIVE  
HOLLYWOOD, FL 33019

Title VP, 1st

Ferrer, Edgar  
1601 South Ocean Drive  
Hollywood, FL 33019

#### Annual Reports

Report Year	Filed Date
2018	03/02/2018
2019	04/23/2019
2020	02/11/2020

#### Document Images

<a href="#">02/11/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



Google



Google





Cambridge Towers Inc.  
1601 S. Ocean Dr.  
Hollywood FL, 33019

**BOARD MEETING  
MINUTES**

**DATE\_ June 6,  
2020 1030am**

**via  
Zoom**

- **CALL TO ORDER BY:** President J. Bannantine at 10:30 am
- **PRESENT :** Jim Bannantine, President; Angela Bigham, Director; Miriam Eliopoulos, Treasurer; Edgar Ferrer, VP; Giovanni Daniele, Director; Israel Goteira, Director; Marcia Boyle-Eren, Secretary
- **SECRETARY READING AND APPROVAL OF MINUTES** waived
- **TREASURER REPORT** waived
- **REPORTS FROM OFFICERS:**

**THE FOLLOWING ITEMS WERE SUBJECT OF  
DISCUSSION:**

1. Edgar presented the details of the Concrete Restoration Contract to be approved of selected Contractors:

DiMondo Construction, Inc for \$572,450 for concrete restoration and aluminum railing Supply and installation Contractor: Alenac Metals Corp. for \$89,404

**Scope of Concrete Restoration Contract:** Concrete crack and spall repair, balcony deck repair and waterproofing, balcony concrete rail demolition and removal, window sill removal, shutter removal and painting.

Terms: contract duration 210 days (7 months), working Mon-Thurs from 7 am to 5:30 pm; Fri-Sat 7:30 am to 5:30

Performance Bond for contract value and insured for \$2 million. Monthly progress payment prorated to percentage completion, with 15% down (including bonding and permitting) and 10% retainage.

5 yr warranty on concrete repairs, 3 yrs on balcony decks and 10 yrs on paint.

**Scope of Aluminum Railing Supply and Installation:** 120 days maximum delivery time, 10 days maximum installation time per balcony stack. Schedule in accordance with DiMondo schedule.

Performance Bond for contract value and insurance of \$1 million, 40% down, 30% upon delivery and 30% after installation, prorated, with 10% retainage.

10 yrs warranty on kynar coating, 5 yrs on manufacturing.

Motion to approve contractors DiMondo and Alenac Metals a motion was made by: Giovanni and seconded by Israel.

The vote was unanimous by all board members present. Jim yes, Angela yes, Miriam yes, Marcia yes Giovanni yes, Israel yes, Edgar yes

Motion was made by: Miriam to adjourn the meeting seconded by Angela

Meeting was adjourned at 11 am





### HOLLYWOOD CRA GRANT PROGRAM BID SUMMARY

Business or Condo Name: Cambridge Towers Inc.

Property Address: 1601 S. Ocean Drive, Hollywood Fl. 33019

**WORK DISCIPLINE: Painting.**

<u>CONTR#1 DiMondo Constructions</u>	<u>\$92,000 SELECTED</u>
<u>CONTR#2 Florida Choice Contractors</u>	<u>\$176,408 or \$131,629</u>
<u>CONTR#3 Surtreat</u>	<u>\$90,000</u>

**WORK DISCIPLINE: Balcony Railing.**

<u>CONTR#1 Alenac Metal Co.</u>	<u>\$89,000 SELECTED</u>
<u>CONTR#2 Florida Choice Contractors</u>	<u>\$127,472</u>
<u>CONTR#3 Surtreat</u>	<u>\$129,000</u>

**WORK DISCIPLINE: Window Sill Removal .**

<u>CONTR#1 DiMondo Constructions</u>	<u>\$42,000 SELECTED</u>
<u>CONTR#2 Fitsaw</u>	<u>\$47,600</u>
<u>CONTR#3 Surtreat</u>	<u>\$39,334</u>

WORK DISCIPLINE : Signage                      \$7,500 awaiting other two bids

**TOTAL PROJECT COST**                      **\$244,950**

## **CONCRETE RESTORATION AGREEMENT**

This CONCRETE RESTORATION AGREEMENT (the "Agreement") dated as of this \_\_\_\_, day of June, 2020 (the "Effective Date") is by and between **DIMONDO CONSTRUCTION, INC.**, a Florida For Profit Corporation with its principal office at 401 NORTHEAST 14TH AVENUE, #304, HALLANDALE, FL 33009 (the "Contractor") licensed under License #CGC1516742 and CAMBRIDGE TOWERS, INC., a Florida Not-For-Profit Corporation located at 1601 SOUTH OCEAN DRIVE, HOLLYWOOD, FL 33019, (the "Association") (individually referred to herein as the "Party" and collectively as the "Parties").

### **RECITALS**

WHEREAS, the Association governs and manages the land wherein the concrete restoration services will be performed located at 1601 SOUTH OCEAN DRIVE, HOLLYWOOD, FL 33019 (the "Project Site"). Contractor will perform concrete restoration services on the building located on the Project Site (the "Project"), as more particularly defined in this Agreement.

WHEREAS, the Association desires that the Contractor provide concrete restoration services for the Association pursuant hereto and the Contractor is agreeable to providing such services.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth herein, the Parties hereto agree as follows:

### **ARTICLE I**

#### **Project Site**

1.1 The Parties agree that the above recitals are true and correct and are incorporated herein. The Project shall be performed by the Contractor entirely at the Project Site.

### **ARTICLE II**

#### **Contract Documents**

2.1 In addition to this Agreement, the following documents comprise the contract documents ("Contract Documents"):

- The Contractor's Scope of Work and Response to Bid Documents dated attached hereto as Exhibit "A."
- Project Scope of Work, Field Notes, Summary, Instructions to Bidders, Plans and Details issued by the engineering firm VLC One, Inc. ("VLC One"), dated March 8, 2020. A copy of the Specifications is attached hereto as composite Exhibit "B".

- Contractor's Certificate of Insurance attached hereto as Exhibit "C" which shall conform with Article 10 of this Agreement.
- Any written interpretations and modifications of the Contract Documents to be made from time to time by the Association's Representative as hereinafter defined

2.2 Any of the Contract Documents not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

2.3 The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. In the case of any other conflict between the Contract Documents regarding the obligations or responsibilities of Contractor, whichever document imposes the greater obligation on the Contractor shall be controlling. The Contractor must call any such conflict or discrepancy to the Association's attention, in writing, prior to executing this Agreement.

### **ARTICLE III**

#### **Scope of Work**

3.1 The Project is being undertaken to remediate damage, and to correct certain structural and cosmetic conditions which have been delineated and described in the Invitation to Bid Concrete Restoration Project dated March 8, 2020 prepared by VLC One, Inc. ("Invitation to Bid Package"). The Contractor will provide all materials, supervision, labor, tools, and equipment necessary to complete the Project in strict accordance with the Contract Documents. The Contractor shall rely on the Contract Documents, together with any other related plans, details, correspondence and specifications, as may be provided from time to time by the Association's Representative in writing, to perform all work that is reasonably inferable therefrom as being necessary to accomplish the purposes of concrete restoration and repair, as more particularly described in the Invitation to Bid Package. Contractor shall perform all work in the manner which is required by all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the current edition of the Florida Building Code, and any local amendments (the "Project Work").

### **ARTICLE IV**

#### **Association's Representative**

4.1 **Vandin Calitu, P.E., c/o VLC One, Inc.** shall be the Association's representative (the "Association's Representative") during the Contractor's performance of the Project Work and until issuance of the Final Certificate for Payment. Any reference in any Contract Document to an "Architect" or "Engineer" shall be deemed to mean the Association's Representative. Association shall have the right to designate an alternate representative at any time in writing to Contractor.

4.2 The Association's Representative shall at all times have access to the Project Work.

4.3 The Association's Representative shall perform all duties referenced in the Contract Documents and in addition may make periodic visits to the Project Site to become familiar with the progress and quality of the Project Work and to determine if the Project Work is proceeding in accordance with the Contract and shall keep the Association informed of such progress. The Association's Representative will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project Work, which shall be the sole responsibility of the Contractor.

4.4 The Association's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents. The Association's Representative will make decisions on all claims and disputes between the Association and the Contractor. His decisions as it relates to the following items shall be final: interpretation and requirements of the Contract Documents, conformance of the Project Work with the Contract Documents, all matters relating to functional effect of the Project Work, and minor changes in the Project Work. However, the parties agree that all Change Orders or anything which may lead to change in the scope of work, an increase in contract price, or any item which would may affect the quality of the work or affect the warranty must be approved and executed by the Association's Board of Directors.

4.5 Based upon the Association's Representative's inspections, the Association's Representative will determine the amount owing to the Contractor and will issue certificates for approval and payment by the by the Association in accordance with Article 7 of this Agreement. No issuance of a payment shall constitute an acceptance of any Work not in accordance with the Contract Documents.

4.6 The Association's Representative will have authority to reject Project Work which does not conform to the Contract Documents. Should Association's Representative find that part of the Project Work does not conform to the Contract Documents, Association's Representative must give written notice to the Contactor within five (5) days of discovery. The written notice shall contain a directive of the time frame in which such non-conforming work can reasonably be cured. The Contractor shall correct such Project Work to the reasonable satisfaction of Association's Representative within the time directed by the Association's Representative.

## **ARTICLE V**

### **Time of Commencement and Completion**

5.1 Contractor shall apply for permits within fourteen (14) business days after execution of this Agreement and diligently pursue their issuance. No application of permit shall be submitted prior to issuance of the Payment and Performance Bonds. The Project Work to be performed under this Agreement shall commence upon the issuance of a Notice to Proceed by the Association or upon issuance of the permit from the City of Hollywood and/or Broward County for the Project Work, and the recording of a Notice of Commencement in the public records of Broward County, Florida, whichever event shall occur later. Contractor shall keep the Association reasonably informed about the submission, receipt and communications with any governmental agency. The Project Work shall be substantially completed within 210 calendar days after issuance of the Notice to Proceed (the "Contract Time").

5.2 The Project Work shall be performed on working days which shall include Monday through Thursday from 7:00 a.m. to 5:30 p.m., and Fridays from 7:30 a.m. to 5:00 p.m., excluding Federal holidays, subject to any authorized extensions of time in writing by the Association or the Association's Representative.

5.3 All time limits stated in the Contract Documents are "of the essence" in this Agreement. If the Contractor is delayed at any time in the progress of the Project Work by changes ordered in the Project Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which Association's Representative may determine justifies the delay, then the Contract Time may be extended only by written Change Order for such reasonable time as the Association's Representative may determine. All requests for extensions of time other than those associated with changes in the Project Work must be submitted in writing to Association's Representative within five (5) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

5.4 In the event that the Contractor is delayed in the progress of the Project Work for any reason other than the Association's request for a Change Order, and is granted an extension of time in which to perform the Project Work, under no instance will the Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived. This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes the Work in a timely fashion in accordance with this Contract. Damages as referenced in this "no damage for delay clause" shall include any type of damages that are or could be awarded by any court or arbitration panel, such as, by way of general example but not limitation, tort, contract, strict liability, liquidated and/or punitive damages, damages for additional general conditions. By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, overhead and repair costs, idled equipment, loss of bonding capacity, mobilization, demobilization, cost of capital, replacement, loss of wages, pain and suffering, loss of production costs to replace the facilities, equipment and/or product loss, increased home office overhead, increased general conditions, loss of use, decrease in value, and/or any other item of damage or loss. The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

5.5 If the Project Work has not been substantially completed within the time and in the manner specified in the Contract after the date of the issuance of the Notice to Proceed, subject to authorized extensions of time issued in accordance with this Agreement, the Parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Association an amount equal to Five Hundred Dollars (\$500.00) for each calendar day or portion thereof, that the date of completion is later than the date for substantial completion which shall be defined as the completion of all work with the exception of any punchlist work ("Substantial Completion"). Punchlist work shall be completed within seven (7) days from the date of Substantial Completion.

**ARTICLE VI**  
**Contract Sum**

6.1 The Association hereby agrees to pay the Contractor for the Project Work the total amount of five hundred seventy thousand four hundred fifty dollars (**\$572,450.00**) (the "Contract Sum"), which includes correction of all of the conditions at all of the locations identified on Exhibit "B". . The amount set forth above shall be subject to a reduction for any conditions or any locations where Work is not performed and to increase for any conditions or locations in addition to those identified in the Invitation to Bid Package, subject to the conditions contained herein by written Change Order. A fifteen (15%) percent down payment shall be due-made upon execution of the Contract, which shall be paid 5% upon receipt of Performance and Payment Bond by the Contractor and 10% upon receipt of permits by the Contractor. All **progress** payments shall be reduced by ten (10%) percent which shall be retained by the Association and paid in accordance with Article 7.

6.2 The above cost of \$572,450.00 includes the following items:

1. Concrete Repairs, Removal of Concrete Balcony Railings;	
Demolishing Balcony Tile and Waterproofing	\$424,000.00
2. Window Sills Removal	\$ 42,000.00
3. Shutter Removal	\$ 14,450.00
4. Painting (Reduced from Bid Form)	<u>\$ 92,000.00</u>
	<u>\$572,450.00</u>

6.3 Subject to the Association's Board providing written notice to the Contractor, the following alternates as more specifically set forth in the Contractors Bid Form may be accepted by the Association following execution of this Agreement. Upon acceptance, the Association and Contractor shall issue a Change Order to this Agreement. Alternatively, Association shall be permitted to Contract directly with any subcontractor for the manufacture and installation of new Aluminum Railings as an Additive Alternate. In the event that the Association contracts directly with an Aluminum Railing Contractor, Contractor shall allow the Association's aluminum railing contractor to utilize Contractor's swing stages, scaffolding, and other equipment necessary for installation of the aluminum railings. Contractor may charge \$220.00 for each day that Association's railing contractor actually uses the Contractor's equipment. Contractor shall coordinate all work with the Association's Railing Contractor, to ensure that the work proceeds efficiently and that all time requirements and schedules are met.

1. Installation of Aluminum Railings \$31,724.00
2. Aluminum Railing Manufacture Cost - \$95,172.00
3. Installation of Code Approved Shutters - \$11.53 s/f of Shutter

6.4 The Association and the Contractor agree that the Association's Representative shall have sole authority and discretion to determine compliance with the percentage of completion of the Project Work.

6.5 The Contract Sum includes all mobilization costs, general conditions, job clean-up and demobilization costs, site safety, site protection, as identified herein, site preparation and includes all taxes, licenses, and fees. The costs associated with the issuance of the permit shall be

reimbursed to the Contractor by the Association upon the Contractor providing receipts to the Association for the permit. Prior to execution of the Contract, the Contractor shall submit to the Association Board of Directors and Association's Representative a Schedule of Values allocated to the Project Work prepared in such form and supported by such data to substantiate its accuracy as the Association's Representative and Association may require. This Schedule of Values as approved by the Association and Association's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment for the Project Work. The Schedule of Values for Concrete Restoration, Balcony Railings, and Shutters shall utilize the unit price quantities as set forth in Contractors Bid Form for all Unit Price Quantity work and shall set forth as a minimum unit cost per square foot of spalling, per linear foot of cracking, per balcony rail removed, per window sill removed, per shutter removed, and per deck demolish and waterproofing.

6.6 In the event that additional work beyond the Project Work is required to be performed by the Contractor upon the direction of the Associations' Representative, the Association and the Contractor agree that any additional quantities shall be charged at no more than the unit prices included in the Contractor's Bid Form. All unit prices for Unit Price Work are inclusive of all costs associations with performing the Unit Price Work, including, but not limited to, material, labor, equipment, overhead, profit, insurances, and taxes. Contractor shall not be entitled to payment for the performance of any quantities of the Work in addition to that described herein unless, prior to performing same, it is approved and the quantities are verified by the Association's Representative, and the Association's Board and Contractor agree in writing, signed by them, to any additional quantities or any additional payment therefor. .

## **ARTICLE VII**

### **Payments**

7.1 The Association shall prepare a Notice of Commencement ("Notice") and duly record the Notice in the public records of Broward County, Florida in accordance with Section 713.13, Florida Statutes. The Project Work shall not commence and payments shall not be made until such time as a certified copy of the Notice has been posted prominently upon the Project Site.

7.2 Progress Payments. Progress approval and payments shall be due in accordance with the project percent of completion schedule and upon presentment by the Association Representative. Every thirty (30) days from the date of commencement of the Project Work, the Contractor shall submit an Application for Payment to Association's Representative using AIA Document G702 and G703 based on the approved Schedule of Values for the Project Work. As a condition to payment of each draw and final payment, the Contractor shall submit with each Application for Payment a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full up through the date of the affidavit and partial releases of lien from the Contractor and any lienors serving a Notice to Owner to Association prior to such payment and evidence of proof of payment of any indebtedness incurred with respect to the Work of Contractor, as may be required by Association together with evidence that all Work has been performed as required pursuant to the Contract Documents up to the time of the request for payment If fully satisfied with the documentation submitted, , the Association's Representative shall issue a certificate of authorization of payment to the Association for the amount approved less ten (10%) retainage within five (5) business days of receipt of the application



for payment and supporting documentation. Upon receipt of the certificate of authorization of payment, the Association shall issue payment of the amount certified, less retention, to Contractor within five (5) business days.

7.3 Final Payment. Final Payment, less retainage, shall be due within fifteen (15) days from the date of substantial completion of the Project Work provided the Project Work has been fully performed and inspected and accepted by the Association and the Association's Representative, and any governmental authorities required to inspect the Project Work; confirmation that all permits issued for the performance of the Work have been closed; consent of the surety has been given, Contractor has complied with the other requirements set forth in the Contract Documents; and the Contractor has delivered to the Association a complete release of all liens and releases or waivers of lien from all lienors who have served a Notice to Owner to Association arising out of this Agreement, and a Final Contractor's Affidavit pursuant to Section 713.06(2), Florida Statutes .

7.4 Within ten (10) days after Substantial Completion, the Association's Representative shall issue a punch list. Within five (5) days of written notification to the Association's Representative that all punch list items have been completed, the Association's Representative shall inspect the punch list items. Payment of retention shall be made within ten (10) business days after the Association's Representative issues a Certificate of Completion of Punch List Items and payment of any claims resulting from damage or injury caused in connection with performance of the Work.

7.5 In addition to other remedies available at law or equity, any payments may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Association's property or to the real or personal property of any unit owners or tenants in which case a reasonable estimated amount of such damages shall be withheld from Contractor's payment until such damages are satisfactorily corrected, (6) failure of the Work to progress satisfactorily or according to schedule, or (7) failure to carry out the Work in accordance with the Contract Documents.

7.6 No payments made under this Agreement shall be evidence of performance of this Agreement, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective Work or improper materials, nor shall use of the Work by the Association constitute acceptance of the Work hereunder or any part thereof.

## **ARTICLE VIII**

### **Contractor's Representations and Warranties**

8.1 The Contractor represents that the Contractor is a properly qualified and licensed contractor in good standing with the State of Florida and is a corporation in good standing, organized and existing under the laws of the State of Florida. The Contractor further represents that the Contractor has read, examined and understands the pertinent Contract Documents and examined the actual job conditions and all things required that will have a bearing on performance of Contractor's Work and Contractor's costs, including but not limited to traffic maintenance,



disposal, handling and storage of the materials, access and restrictions to the units, access to the site, the conditions of the Work Area and the character of the work. Contractor hereby assumes the risk of performing all Work necessary to accomplish the intent of the Contract Documents, even if it requires the Contractor to perform additional, unforeseen Work. Failure on the part of Contractor to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation. and the Contractor further represents that Contractor is well qualified and able to perform the Project Work; that Contractor has a sufficient number of qualified persons to assure timely performance of the Project Work; that Contractor has the proper tools and equipment to perform the Project Work; and is financially capable of performing under this Agreement.

8.2 The Contractor shall supervise and direct the Project Work using the Contractor's best skill and attention. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project Work under the Agreement in accordance with the scope of work documents prepared by the Association's Representative. All Project Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned to him/her.

8.3 The Contractor warrants to the Association and the Association's Representative that all materials incorporated in the Project Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Project Work not so conforming to these standards may be considered defective. The Contractor shall not substitute any materials for those materials specified by the Contract Documents without the prior written consent of Association and Association's Representative.

8.4 The Contractor shall give all notices, and warrants and represents that the Project Work when completed will comply with all laws, ordinances, rules, regulations, and orders of any public authority, including, but not limited to, the Florida Building Code, and all amendments thereto, and all other authorities having jurisdiction over the Project Work and Project Site.

8.5 Unless otherwise specifically noted, the Contractor shall provide for all permits (with the cost thereof to be borne by the Association), licenses, inspections, labor, materials, equipment, tools, construction, equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Project Work. The Association shall provide the Contractor with four parking spaces as an area to place its material equipment and the Contractor shall be permitted to store its equipment and material within that area at no cost to the Contractor. The Association shall not be required to provide any parking spaces for Contractor's employees. The Association shall not be liable or responsible for any damages to such materials or equipment, including, but not limited to, any damages arising from theft or vandalism of such materials or equipment. The Contractor shall be responsible to fully insure all materials and equipment on the Project Site. Contractor acknowledges that the Project Work is being performed in an occupied condominium and shall be responsible for protecting all areas

while performing its Project Work. It shall be the Contractor's responsibility to maintain such storage area in a safe and orderly fashion.

8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Association, its officers, directors, agents (including the Association's Representative) and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any Sub-Subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them. The foregoing obligations of the Contractor are in addition to his other obligations under this Agreement. To the extent this indemnification clause does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Agreement shall be interpreted as the parties' intention for the indemnification provisions and Agreement to comply with Chapter 725, Florida Statutes, as it may be amended from time to time. At no point shall the limits of indemnification be less than two million dollars (\$2,000,000.00) which the parties agree bear a reasonable commercial relationship to the contract. This provision shall survive the termination or expiration of this Agreement.

8.7 The Contractor represents that it shall maintain a daily crew of no less than \_\_\_\_\_ full-time skilled workers, under the supervision of a full-time supervisor, and no less than \_\_\_\_\_ swing stages.

#### **ARTICLE IX** **Subcontractors**

9.1 The Contractor may subcontract portions of the Project Work contemplated under this Agreement upon submission and written approval of the Association's Board of Directors of its proposed subcontractor. The Contractor hereby assigns to Association all its contract rights with respect to subcontractors and material and equipment suppliers that provided work, materials and equipment to the Work Project in accordance with the Contract Documents, including, but not limited to, all the Contractor's rights to make claims regarding quality of the work, merchantability of the materials and equipment, feasibility and fitness for the particular purpose of materials,

equipment and workmanship described in this Agreement. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Association may bring a claim directly against any subcontractor of Contractor for breach of contract, warranty rights, quality of workmanship, and create third-party beneficiary rights of Association in said agreements. It is further agreed and understood that such assignment(s) is part of the consideration to Association for entering into this Agreement with Contractor and may not be withdrawn. Additionally, nothing contained in this Agreement shall constitute an assignment of Contractor's rights against Association or create any third-party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Association, in addition to Contractor, to make claim for damages or indemnification against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment. All subcontractors shall be licensed to perform the scope of work contracted and insured with similar policies and limits required of Contractor as set forth in this Agreement.

9.2 In the event any liens should be filed against the Project Site by any subcontractors or material suppliers, in connection with labor or services performed, the materials incorporated into or delivered to the Project Site, the Contractor shall defend, indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then the Contractor must transfer such lien within five (5) days of the filing of the lien by, (A) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (B) by filing with the Clerk's office a bond executed as surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors. Should Contractor fail to transfer such lien, the Association may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred, from any payment then due Contractor.

## **ARTICLE X**

### **Contractor's Liability Insurance**

10.1 The Contractor shall purchase and maintain such insurance in accordance with and in such amounts set forth in the Association Invitation to Bid Package and more particularly, the Supplementary Conditions Document 00811, as will protect the Contractor from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's Project Work under this Agreement, whether such Project Work be by Contractor or by any subcontractor as well as claims for the contractual indemnity provided in Article 8.

10.2 The Association shall be named as an additional insured in all policies required to be maintained hereunder, and all such policies shall contain a per-project endorsement, with the exception of the Worker's Compensation insurance. Any insurance procured by the Contractor covering the additional insureds shall be primary insurance and any additional insurance carried

by the Association shall be excess insurance. All certificates of insurance issued in connection with this Agreement shall provide that such insurance covering the additional insureds is primary insurance. As a condition precedent to entitlement to payment, Contractor must maintain the above-described coverage and upon request by the Association furnish a copy of all policies to the Association. Certificates of Insurance shall be delivered to the Association prior to execution of the Contract, and said certificates shall contain a provision that coverage afforded under the policies will not be canceled without thirty (30) calendar days prior written notice to the Association. In the event Contractor should fail to pay the insurance premiums, the Association, at its option, may pay the premiums and deduct said amount from the Contract Sum.

### **ARTICLE XI** **Changes in the Project Work**

11.1 Any changes in the Project Work or any adjustment in the Contract Sum or the Contract Time shall only be made upon written change order executed by both the Association's Board of Directors and the Contractor. If Contractor proceeds with such work without obtaining a written change order it shall be assumed that Contractor has performed such work at no additional charge. The requirement for written change orders under this Article cannot be waived by either Party.

### **ARTICLE XII** **Termination**

12.1 Termination by the Contractor: If the Association's Representative fails to issue a Certificate of Payment for a period of ten (10) days through no fault of the Contractor, or if the Association fails to make payment thereon for a period of ten (10) days after approval by the Association's Representative of a Payment Application, the Contractor may, after ten (10) days written notice to the Association and the Association's Representative, terminate this Agreement and recover from the Association payment for all Project Work executed and for any proven loss for Project Work performed and on any materials, equipment, tools, and construction equipment and machinery, including a reasonable profit thereon not to exceed twenty percent (20%), but which sum shall never exceed the Contract Sum, less the cost to complete any remaining Project Work as determined by the Association's Representative. This obligation for payment shall survive termination of this Agreement.

12.2 Termination by the Association: If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor insolvency, or if Contractor refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if Contractor fails to make prompt payment to subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any material provision of the Contract Documents, then the Association, upon certification by the Association's Representative that

sufficient cause exists to justify such action, may provide the Contractor with a written notice of default ("Notice of Default"). The Contractor shall have ten (10) days from receipt of the Notice of Default within which to cure or commence to diligently cure the default. In the event that the Contractor fails to cure the default within ten (10) days from receipt of the Notice of Default, the Association may terminate this Agreement and finish the Project Work with another contractor. In such case the Contractor shall not be entitled to receive any further payment. If the cost of completion and correcting the Project Work, including compensation for the Association's Representative's additional services made necessary thereby, exceeds the unpaid balance, the Contractor shall pay the difference to the Association. This provision shall in no way limit Association's right to claims for any additional damages, including but not limited, to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

### **ARTICLE XIII**

#### **Dispute Resolution; Attorneys' Fees; Governing Law; and Venue**

13.1 **Dispute Resolution:** In any dispute hereunder, the Parties agree to consult with each other and consider the use of mediation or another form of alternative dispute resolution which shall be held within fifteen (15) days before resorting to litigation. Pending resolution of any dispute, the Parties will continue to perform their respective obligations under the Contract Documents to minimize Project Work interruption, unless performance of a Party's obligations under the Contract Documents is impracticable because of the pending dispute. In the result of impasse, any dispute shall be resolved by litigation in a court of competent jurisdiction.

13.2 **Attorneys' Fees:** In connection with any litigation including appellate proceedings arising out of the Contract Documents, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

13.3 **Venue:** Venue for any litigation arising hereunder will be in a court of competent jurisdiction in Broward County.

13.4 **Governing Law:** This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida.

### **ARTICLE XIV**

#### **Correction of Work & Warranty**

14.1 The Contractor shall, within fifteen (15) days of written notice from Association, commence and proceed to correct any Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct any defects due to faulty materials, equipment, and/or Workmanship. The provisions of this Article 14 apply to Work done by subcontractors engaged by Contractor as well as to Work done by the Contractor. This warranty is not in lieu of but is in addition to any other warranties, express or implied, which may be provided by

law. The Contractor shall bear all costs of correcting such defective Work. This obligation shall survive termination of this Agreement.

14.2 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or law. The establishment of the time periods set forth in paragraph 14.1 above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations and any damages caused by the Contractor including but not limited to any action commenced by the Association for negligence, strict liability, breach of contract or warranties.

14.3 Contractor shall be deemed to have warranted that the Work is free from defects and fit for the use intended for a the following periods all from the date of Substantial Completion: five (5) years on all concrete restoration, three (3) years on all balcony topping, and ten (10) years on painting (if alternate selected). Contractor agrees to provide all labor and materials to correct any defects or to correct any problems which make the Work unfit for the particular use during the warranty period. In addition, Contractor shall perform all work necessary to ensure that all manufacturer warranties, including Sherwin Williams Paint, are transferred to the Association upon Substantial Completion of the Work.

#### **ARTICLE XV** **PAYMENT AND PERFORMANCE BOND**

The Contractor, upon request shall furnish the Association, at the Association's cost and expense which shall not exceed three (3) percent of the Contract Sum, a Performance Bond, using AIA Form A312, and an unconditional Payment Bond, in accordance with Section 713.23, Florida Statutes, in the amount of the Contract Sum before commencing any of the Work required under this Agreement. The Payment and Performance Bond shall be furnished by a surety licensed in the State of Florida that is satisfactory to Association, naming the Association as obligee and conditioned that the Contractor shall perform all Work required by the Contract Documents in a satisfactory and Workmanlike manner and pay all obligations in accordance with Florida law. Failure to provide a Payment and/or Performance Bond shall result in the Contract being *void ab initio* and the Association shall be responsible for no fees or costs and any deposit shall be returned to the Association.

The Performance Bond applies to the construction period, of either one year or until all permits are closed by the City of Hollywood whichever is later, not including the follow on warranty periods for balcony decking, concrete repair, or painting, which remains the responsibility of the Contractor.

#### **ARTICLE XVI** **Miscellaneous**

16.1 The Association and the Contractor each binds itself, its partners, successors, assignees and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither Party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Association.

16.2 No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

16.3 The duties and obligations imposed by this Agreement and the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

16.4 The partial or complete invalidity of any one or more provisions of this Agreement and/or the Contract Documents shall not affect the validity or continuing force and effect of any other provision. The failure of either Party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Contract shall be considered a product of mutual draftsmanship and shall not be construed for or against either party.

16.5 Written notice shall be deemed to have been duly served if delivered in person to the Contractor or the Association or Association's Representative, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For Association:

Cambridge Towers, Inc.  
Attn: Association President  
1601 South Ocean Drive .  
Hollywood, FL 33019

For Contractor:

Dimondo Construction  
401 NE 14<sup>th</sup> Avenue #304  
Hallandale, FL 33009

With a copy to:

Hollander, Goode & Lopez, PA  
314 South Federal Highway  
Dania Beach, FL 33004

For Association's Representative:

VLC One, Inc.  
Attn: Vandin Calitu, P.E.  
955 Hollywood Blvd  
Hollywood, FL 33019

**ARTICLE XVII**

**Florida Homeowners' Construction Recovery Fund**

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 North Monroe Street  
Tallahassee, Florida 32399  
Telephone (850) 4871395

DIMONDO CONSTRUCTION, INC.,

CAMBRIDGE TOWERS, INC.

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Print\_\_\_\_\_

Print\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_



EXHIBIT - B

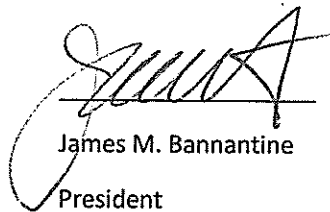
June 25, 2020

DiMondo Construction Inc.

401 NE 14<sup>th</sup> Ave., #304


Hallandale FL 33009

With reference to the contract between the Association and the Contractor, dated today's date, it is agreed that the version of the contract signed between the Association and the Contractor on June 9, 2020 is hereby null and void.



James M. Bannantine  
President

Cambridge Towers Inc.



Nicolae Tirs

President

DiMondo Construction Inc.

## EXHIBIT - B

**Licensee Details****Licensee Information**

Name: **TIRS, NICOLAE (Primary Name)**  
**DIMONDO CONSTRUCTION INC (DBA Name)**

Main Address: **401 NE 14TH AVE APT 304**  
**HALLANDALE Florida 33009-7469**

County: **BROWARD**

License Mailing:

License Location:

**License Information**

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1516742**

Status: **Current, Active**

Licensure Date: **02/02/2009**

Expires: **08/31/2022**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **02/02/2009**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

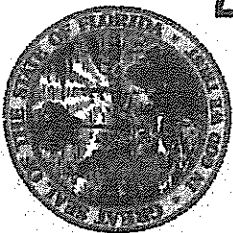
The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**TIRS, NICOLAE**

**DIMONDO CONSTRUCTION INC  
401 NE 14TH AVE APT 304  
HALLANDALE FL 33009-7469**

**LICENSE NUMBER: CGC1516742**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/06/2020

**PRODUCER**

**COVER ALL INSURANCE**  
5800 W. ATLANTIC BLVD.  
MARGATE, FL 33063

PHONE# (954) 955-0005 FAX# (954) 955-0555

**INSURED**

**DIAMONDO CONSTRUCTION INC.**  
401 NE 14TH AVE APT. 304  
HALLENDALE, FL 33009  
NICOLAE TIRS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: HERITAGE INSURANCE COMPANY

INSURER B: UNITED SPECIALTY INSURANCE COMPANY

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTD. DESIG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	HCR012651	12/22/2019	12/22/2020	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Per occurrence)
					\$ 100,000
					MED EXP (Any one person)
					\$ 5,000
					PERSONAL & ADV INJURY
					\$ 1,000,000
					GENERAL AGGREGATE
					\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Per accident)
	<input type="checkbox"/> ANY AUTO				\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS				\$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS				\$
	<b>GARAGE LIABILITY</b>				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> ANY AUTO				\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				OTHER THAN EA ACC
	<input type="checkbox"/> RETENTION \$				AGG \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				EACH OCCURRENCE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				AGGREGATE
	If yes, describe under SPECIAL PROVISIONS below				\$
	OTHER				\$
					WC STATU- TORY LIMITS
					OTH- ER
					E.L. EACH ACCIDENT
					\$
					E.L. DISEASE - EA EMPLOYEE
					\$
					E.L. DISEASE - POLICY LIMIT
					\$
B	<b>INLAND MARINE/EQUIPMENT</b>	CCPAS1747	03/07/2020	03/07/2021	SAWING MACHINE GMM BRIO 35 CN2 SERIAL# 6089
					\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

TILE, STONE, MARBLE, MOSAIC OR TERRAZZO WORK - CONCRETE CONSTRUCTION ---

**CERTIFICATE HOLDER**

CAMBRIDGE TOWER  
1601 S OCEAN DRIVE  
HOLLYWOOD FL 33019

DIAMONDONC@GMAIL.COM

ACORD 25 (2001/00)

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/06/2020

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

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

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Dimondo Construction Inc 401 Northeast 14th Ave 304 Hallandale beach FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NorGUARD Insurance Company <b>NAIC #</b> 31470 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1581370

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DIWC144385	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Cambridge Towers 1601 S Ocean Drive Hollywood FL 33019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***  
**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/31/2019

EXPIRATION DATE: 3/30/2021

PERSON: NICOLAE TIRS

EMAIL: DIMONDOINC@GMAIL.COM

FEIN: 658072471

BUSINESS NAME AND ADDRESS:

DIMONDO CONSTRUCTION INC.

401 NE 14 AVE #304

HALLANDALE, FL 33009

SCOPE OF BUSINESS OR TRADE:

Licensed General Contractor

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1809

RAILING INSTALLATION AGREEMENT

This RAILING RESTORATION AGREEMENT (the "Agreement") dated as of this 16<sup>th</sup> day of June, 2020 (the "Effective Date") is by and between Alenac Metals Corp DBA Alenac & Associates, a Florida For Profit Corporation with its principal office at 1300 W. Industrial Avenue, Ste. 104, Boynton Beach, FL 33426 (the "Contractor") licensed under License #CGC1525768 and CAMBRIDGE TOWERS, INC., a Florida Not-For-Profit Corporation located at 1601 SOUTH OCEAN DRIVE, HOLLYWOOD, FL 33019, (the "Association") (individually referred to herein as the "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Association governs and manages the land wherein the concrete restoration services will be performed located at 1601 SOUTH OCEAN DRIVE, HOLLYWOOD, FL 33019 (the "Project Site"). Contractor will perform aluminum railing manufacture and installation services on the building located on the Project Site (the "Project"), as more particularly defined in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth herein, the Parties hereto agree as follows:

ARTICLE I  
Contract Documents

1.1 In addition to this Agreement, the following documents comprise the contract documents ("Contract Documents"):

- The Contractor's Bid Proposal dated May 11, 2020 attached hereto as Exhibit "A."
- Project Scope of Work, Field Notes, Summary, Instructions to Bidders, Plans and Details issued by the engineering firm VLC One, Inc. ("VLC One"), dated March 8, 2020. A copy of the Specifications is attached hereto as composite Exhibit "B".
- Any written interpretations and modifications of the Contract Documents to be made from time to time by the Association's Representative as hereinafter defined in agreement with the contractor.

1.2 Any of the Contract Documents not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

1.3 The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement and Exhibit B shall control. In the case of any other conflict between the Contract Documents regarding the obligations or responsibilities of Contractor, whichever document imposes the greater obligation on the Contractor shall be controlling. The Contractor must call any such conflict or discrepancy to the Association's attention, in writing, prior to executing this Agreement.

**ARTICLE III**  
**Scope of Work**

3.1 The Project is being undertaken to install aluminum railings as described in the Invitation to Bid Concrete Restoration Project dated March 8, 2020 prepared by VLC One, Inc. ("Invitation to Bid Package"). The Contractor will provide all materials, supervision, labor, tools, and equipment necessary to complete the Project in strict accordance with the Contract Documents. Contractor shall be permitted to use the Association General Contractor's, Diamond Construction, Inc. (hereinafter "General Contractor") swing stages and/or scaffolding to install the railings subject to the General Contractor's schedule. Contractor shall perform all work in the manner which is required by all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the current edition of the Florida Building Code, and any local amendments (the "Project Work").

**ARTICLE IV**  
**Association's Representative**

4.1 Vandin Calitu, P.E., c/o VLC One, Inc. shall be the Association's representative (the "Association's Representative") during the Contractor's performance of the Project Work and until issuance of the Final Certificate for Payment. Any reference in any Contract Document to an "Architect" or "Engineer" shall be deemed to mean the Association's Representative. Association shall have the right to designate an alternate representative at any time in writing to Contractor.

4.2 The Association's Representative shall at all times have access to the Project Work.

4.3 The Association's Representative shall perform all duties referenced in the Contract Documents and in addition may make periodic visits to the Project Site to become familiar with the progress and quality of the Project Work and to determine if the Project Work is proceeding in accordance with the Contract and shall keep the Association informed of such progress. The Association's Representative will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project Work, which shall be the sole responsibility of the Contractor.

4.4 The Association's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents. The Association's Representative will make decisions on all claims and disputes between the Association and the Contractor. His decisions as it relates to the following items shall be final: interpretation and requirements of the Contract Documents, conformance of the Project Work with the Contract Documents, all matters relating to functional effect of the Project Work, and minor changes in the Project Work. However, the parties agree that all Change Orders or anything which may lead to change in the scope of work, an increase in contract price, or any item which would may affect the quality of the work or affect the warranty must be approved and executed by the Association's Board of Directors.

4.5 The Association's Representative will have authority to reject Project Work which does not conform to the Contract Documents. Should Association's Representative find that part of the Project Work does not conform to the Contract Documents, Association's Representative must give written notice to the Contractor within five (5) days of discovery. The written notice shall

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contain a directive of the time frame in which such non-conforming work can reasonably be cured. The Contractor shall correct such Project Work to the reasonable satisfaction of Association's Representative within the time directed by the Association's Representative.

**ARTICLE V**  
**Time of Commencement and Completion**

5.1 Contractor shall coordinate directly with Association's Engineer and/or General Contractor for the submission of all documentation necessary to issue permits within (14) business days after execution of this Agreement and diligently pursue providing such issuance. The Project Work to be performed under this Agreement shall commence upon the issuance of a Notice to Manufacture by the Association. Contractor agrees that all railings shall be manufactured within one hundred twenty (120) days from the Notice to Manufacture by the Association's Board of Directors. Contractor further warrants that it shall install the aluminum railings and complete each balcony stack within ten business (10) days of a Notice of Install from the General Contractor. The Work shall proceed according to the General Contractor's schedule. All times set forth herein shall be known as the "Contract Time".

5.2 The Project Work shall be performed on working days which shall include Monday through Thursday from 7:00 a.m. to 5:30 p.m., and Fridays and Saturdays from 7:30 a.m. to 5:00 p.m. however the contractor will work within that range of times but in the accordance with the contractor's own schedule in compliance with Article 5.1, excluding Federal holidays subject to any authorized extensions of time in writing by the Association or the Association's Representative.

5.3 All time limits stated in the Contract Documents are "of the essence" in this Agreement. If the Contractor is delayed at any time in the progress of the Project Work by changes ordered in the Project Work, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which Association's Representative may determine justifies the delay, then the Contract Time may be extended only by written Change Order for such reasonable time as the Association's Representative may determine. All requests for extensions of time other than those associated with changes in the Project Work must be submitted in writing to Association's Representative within five (5) days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

5.4 In the event that the Contractor is delayed in the progress of the Project Work for any reason other than the Association's request for a Change Order, and is granted an extension of time in which to perform the Project Work, under no instance will the Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived. This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes the Work in a timely fashion in accordance with this Contract. Damages as referenced in this "no damage for delay clause" shall include any type of damages that are or could be awarded by any court or arbitration panel, such as, by way of general example but not limitation, tort, contract, strict liability, liquidated and/or punitive damages, damages for additional general conditions. By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, overhead and repair costs, idled equipment, loss of bonding capacity, mobilization, demobilization, cost of

capital, replacement, loss of wages, pain and suffering, loss of production costs to replace the facilities, equipment and/or product loss, increased home office overhead, increased general conditions, loss of use, decrease in value, and/or any other item of damage or loss. The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

5.5 If the Project Work has not been substantially completed within the time and in the manner specified in the Contract after the date of the issuance of the Notice to Manufacture/Proceed or Notice to Install, subject to authorized extensions of time issued in accordance with this Agreement, the Parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Association an amount equal to Two Hundred Fifty Dollars (\$250.00) for each calendar day or portion thereof.

#### ARTICLE VI Contract Sum

6.1 The Association hereby agrees to pay the Contractor for the Project Work the total amount of eighty nine thousand four hundred four dollars (\$89,404.00) (the "Contract Sum"). A **forty (40%)** percent down payment shall be made upon execution of the Contract or approval of the bond, whichever comes later. The Contract Sum includes all Alenac specific mobilization and demobilization costs, general conditions, railing job clean-up site safety, site preparation and includes all taxes, licenses, and fees.

#### ARTICLE VII Payments

7.2 Progress Payments. Contractor shall be entitled to a pro-rata progress payment for of thirty (30%) percent of the pro-rata contract sum for manufactured and delivered railings. . As a condition to payment, the Contractor shall submit a sworn and certified progress payment affidavit which recites that all laborers and material suppliers dealing with the Contractor have been paid in full up through the date of the affidavit and partial releases of lien from the Contractor and any lienors serving a Notice to Owner to Association prior to such payment. If fully satisfied with the documentation submitted, the Association's Representative shall issue a certificate of authorization of payment to the Association for the amount approved less ten (10%) retainage within five (5) business days of receipt of the application for payment and supporting documentation. Upon receipt of the certificate of authorization of payment, the Association shall issue payment of the amount certified, less retention, to Contractor within five (5) business days.

7.3 Progress Payments. Contractor shall be entitled to a pro-rata progress payment of thirty (30%) percent of the pro-rata installed railings at the Association. As a condition to payment, the Contractor shall submit a sworn and certified progress payment affidavit which recites that all laborers and material suppliers dealing with the Contractor have been paid in full up through the date of the affidavit and partial releases of lien from the Contractor and any lienors serving a Notice to Owner to Association prior to such payment. If fully satisfied with the documentation submitted, the Association's Representative shall issue a certificate of authorization of payment to the Association for the amount approved less ten (10%) retainage within five (5) business days of receipt of the application for payment and supporting documentation. Upon receipt of the

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certificate of authorization of payment, the Association shall issue payment of the amount certified, less retention, to Contractor within five (5) business days.

7.4 Final Payment. The Final Payment shall be due within ten (10) days from the date of substantial completion and installation of the aluminum railings for each stack, provided the Work has been fully performed and inspected and accepted by the Association and the Association's Representative, and any governmental authorities required to inspect the Project Work; confirmation that all permits issued for the performance of the Work have been closed; consent of the surety has been given, Contractor has complied with the other requirements set forth in the Contract Documents; and the Contractor has delivered to the Association a complete release of all liens and releases or waivers of lien from all lienors who have served a Notice to Owner to Association arising out of this Agreement, and a Final Contractor's Affidavit pursuant to Section 713.06(2), Florida Statutes.

7.5 Contractor shall notified the Authorized Representative after completion of each stack. After each stack installed the Association's Representative shall issue a punch list. Within five (5) days of written notification to the Association's Representative that all punch list items have been completed, the Association's Representative shall inspect the punch list items. Payment of retention for each completed stack shall be made within ten (10) business days after the Association's Representative issues a Certificate of Completion of Punch List Items for each completed stack and payment of any claims resulting from damage or injury caused in connection with performance of the Work.

7.6 In addition to other remedies available at law or equity, any payments may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Association's property or to the real or personal property of any unit owners or tenants in which case a reasonable estimated amount of such damages shall be withheld from Contractor's payment until such damages are satisfactorily corrected, (6) failure of the Work to progress satisfactorily or according to schedule, or (7) failure to carry out the Work in accordance with the Contract Documents.

7.7 No payments made under this Agreement shall be evidence of performance of this Agreement, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective Work or improper materials, nor shall use of the Work by the Association constitute acceptance of the Work hereunder or any part thereof.

#### ARTICLE VIII Contractor's Representations and Warranties

8.1 The Contractor represents that the Contractor is a properly qualified and licensed contractor in good standing with the State of Florida and is a corporation in good standing, organized and existing under the laws of the State of Florida. The Contractor further represents that the Contractor has read, examined and understands the pertinent Contract Documents and examined the actual job conditions and all things required that will have a bearing on performance of Contractor's Work and Contractor's costs, including but not limited to traffic maintenance, disposal, handling and storage of the materials, access and restrictions to the units, access to the

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site, the conditions of the Work Area and the character of the work. Contractor hereby assumes the risk of performing all Work necessary to accomplish the intent of the Contract Documents, even if it requires the Contractor to perform additional, unforeseen Work. Failure on the part of Contractor to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation and the Contractor further represents that Contractor is well qualified and able to perform the Project Work; that Contractor has a sufficient number of qualified persons to assure timely performance of the Project Work; that Contractor has the proper tools and equipment to perform the Project Work; and is financially capable of performing under this Agreement.

8.2 The Contractor shall supervise and direct the Project Work using the Contractor's best skill and attention. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project Work under the Agreement in accordance with the scope of work documents prepared by the Association's Representative. All Project Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned to him/her.

8.3 The Contractor warrants to the Association and the Association's Representative that all materials incorporated in the Project Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Project Work not so conforming to these standards may be considered defective. The Contractor shall not substitute any materials for those materials specified by the Contract Documents without the prior written consent of Association and Association's Representative.

8.4 The Contractor shall give all notices, and warrants and represents that the Project Work when completed will comply with all laws, ordinances, rules, regulations, and orders of any public authority, including, but not limited to, the Florida Building Code, and all amendments thereto, and all other authorities having jurisdiction over the Project Work and Project Site.

8.5 Contractor agrees to store all aluminum railings at its warehouse until ready for installation according to the General Contractor's schedule. The Association shall not be liable or responsible for any damages to materials or equipment, including, but not limited to, any damages arising from theft or vandalism of such materials or equipment. The Contractor shall be responsible to fully insure all materials and equipment on the Project Site. Contractor acknowledges that the Project Work is being performed in an occupied condominium and shall be responsible for protecting all areas while performing its Project Work. It shall be the Contractor's responsibility to maintain any storage area in a safe and orderly fashion.

8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent

permitted by law, the Contractor shall defend, indemnify and hold harmless the Association, its officers, directors, agents (including the Association's Representative) and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any Sub-Subcontractor, any material or equipment supplier, anyone directly or indirectly employed by any of them. The foregoing obligations of the Contractor are in addition to his other obligations under this Agreement. To the extent this indemnification clause does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Agreement shall be interpreted as the parties' intention for the indemnification provisions and Agreement to comply with Chapter 725, Florida Statutes, as it may be amended from time to time. At no point shall the limits of indemnification be less than one million dollars (\$1,000,000.00) which the parties agree bear a reasonable commercial relationship to the contract. This provision shall survive the termination or expiration of this Agreement.

#### **ARTICLE IX** **Subcontractors**

9.1 The Contractor may not subcontract portions of the Project Work contemplated under this Agreement without the sole and written approval of the Association's Board of Directors of its proposed subcontractor and upon such terms and conditions as may be required by the Association's Board of Directors in its sole discretion.

#### **ARTICLE X** **Contractor's Liability Insurance**

10.1 The Contractor shall purchase and maintain such insurance in accordance with and in such amounts set forth in the Association Invitation to Bid Package and more particularly, the Supplementary Conditions Document 00811, as will protect the Contractor from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's Project Work under this Agreement, whether such Project Work be by Contractor or by any subcontractor as well as claims for the contractual indemnity provided in Article 8. Contractor shall not allow any person to be on premises who is not covered by the Contractor's insurance policies.

10.2 The Association shall be named as an additional insured in all policies required to be maintained hereunder, and all such policies shall contain a per-project endorsement, with the exception of the Worker's Compensation insurance. Any insurance procured by the Contractor covering the additional insureds shall be primary insurance and any additional insurance carried by the Association shall be excess insurance. All certificates of insurance issued in connection with this Agreement shall provide that such insurance covering the additional insureds is primary insurance. As a condition precedent to entitlement to payment, Contractor must maintain the above-described coverage and upon request by the Association furnish a copy of all policies to the Association. Certificates of Insurance shall be delivered to the Association prior to execution of the

Contract, and said certificates shall contain a provision that coverage afforded under the policies will not be canceled without thirty (30) calendar days prior written notice to the Association. In the event Contractor should fail to pay the insurance premiums, the Association, at its option, may pay the premiums and deduct said amount from the Contract Sum.

## ARTICLE XI Changes in the Project Work

11.1 Any changes in the Project Work or any adjustment in the Contract Sum or the Contract Time shall only be made upon written change order executed by both the Association's Board of Directors and the Contractor. If Contractor proceeds with such work without obtaining a written change order it shall be assumed that Contractor has performed such work at no additional charge. The requirement for written change orders under this Article cannot be waived by either Party.

## ARTICLE XII Termination

12.1 Termination by the Contractor: If the Association's Representative fails to issue a Certificate of Payment for a period of ten (10) days through no fault of the Contractor, or if the Association fails to make payment thereon for a period of ten (10) days after approval by the Association's Representative of a Payment Application, the Contractor may, after ten (10) days written notice to the Association and the Association's Representative, terminate this Agreement and recover from the Association payment for all Project Work executed and for any proven loss for Project Work performed and on any materials, equipment, tools, and construction equipment and machinery, including a reasonable profit thereon not to exceed ten (10%), but which sum shall never exceed the Contract Sum, less the cost to complete any remaining Project Work as determined by the Association's Representative. This obligation for payment shall survive termination of this Agreement.

12.2 Termination by the Association: If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor insolvency, or if Contractor refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if Contractor fails to make prompt payment to subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any material provision of the Contract Documents, then the Association, upon certification by the Association's Representative that sufficient cause exists to justify such action, may provide the Contractor with a written notice of default ("Notice of Default"). The Contractor shall have ten (10) days from receipt of the Notice of Default within which to cure or commence to diligently cure the default. In the event that the Contractor fails to cure the default within ten (10) days from receipt of the Notice of Default, the Association may terminate this Agreement and finish the Project Work with another contractor. In such case the Contractor shall not be entitled to receive any further payment. If the cost of completion and correcting the Project Work, including compensation for the Association's Representative's additional services made necessary thereby, exceeds the unpaid balance, the

Contractor shall pay the difference to the Association. This provision shall in no way limit Association's right to claims for any additional damages, including but not limited, to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

### **ARTICLE XIII**

#### **Dispute Resolution; Attorneys' Fees; Governing Law; and Venue**

13.1 Dispute Resolution: In any dispute hereunder, the Parties agree to consult with each other and consider the use of mediation or another form of alternative dispute resolution which shall be held within fifteen (15) days before resorting to litigation. Pending resolution of any dispute, the Parties will continue to perform their respective obligations under the Contract Documents to minimize Project Work interruption, unless performance of a Party's obligations under the Contract Documents is impracticable because of the pending dispute. In the result of impasse, any dispute shall be resolved by litigation in a court of competent jurisdiction.

13.2 Attorneys' Fees: In connection with any litigation including appellate proceedings arising out of the Contract Documents, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

13.3 Venue: Venue for any litigation arising hereunder will be in a court of competent jurisdiction in Broward County.

13.4 Governing Law: This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida.

### **ARTICLE XIV**

#### **Correction of Work & Warranty**

14.1 The Contractor shall, within fifteen (15) days of written notice from Association, commence and proceed to correct any Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct any defects due to faulty materials, equipment, and/or Workmanship. The provisions of this Article 14 apply to Work done by subcontractors engaged by Contractor as well as to Work done by the Contractor. This warranty is not in lieu of but is in addition to any other warranties, express or implied, which may be provided by law. The Contractor shall bear all costs of correcting such defective Work. This obligation shall survive termination of this Agreement.

14.2 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or law. The establishment of the time periods set forth in paragraph 14.1 above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations and any damages caused by the Contractor including but not limited to any action commenced by the Association for negligence, strict liability, breach of contract or warranties.

14.3 Contractor shall be deemed to have warranted that the Work is free from defects and fit for the use intended for a the following periods all from the date of Substantial Completion: five (5)

years on the manufacture of the aluminum railings and ten (10) years on the coating application. Contractor agrees to provide all labor and materials to correct any defects or to correct any problems which make the Work unfit for the particular use during the warranty period.

**ARTICLE XV**  
**PAYMENT AND PERFORMANCE BOND**

The Contractor, upon request shall furnish the Association, at the Association's cost and expense which shall not exceed three (3) percent of the Contract Sum, a Performance Bond, using AIA Form A312, and an unconditional Payment Bond, in accordance with Section 713.23, Florida Statutes, in the amount of the Contract Sum before commencing any of the Work required under this Agreement. The Payment and Performance Bond shall be furnished by a surety licensed in the State of Florida that is satisfactory to Association, naming the Association as obligee and conditioned that the Contractor shall perform all Work required by the Contract Documents in a satisfactory and Workmanlike manner and pay all obligations in accordance with Florida law. Failure to provide a Payment and/or Performance Bond shall result in the Contract being *void ab initio* and the Association.

**ARTICLE XVI**  
**Miscellaneous**

16.1 The Association and the Contractor each binds itself, its partners, successors, assignees and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither Party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Association.

16.2 No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

16.3 The duties and obligations imposed by this Agreement and the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

16.4 The partial or complete invalidity of any one or more provisions of this Agreement and/or the Contract Documents shall not affect the validity or continuing force and effect of any other provision. The failure of either Party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Contract shall be considered a product of mutual draftsmanship and shall not be construed for or against either party.

16.5 Written notice shall be deemed to have been duly served if delivered in person to the Contractor or the Association or Association's Representative, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return



Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For Association:

Cambridge Towers, Inc.

Attn: Association President  
1601 South Ocean Drive .  
Hollywood, FL 33019

For Contractor:

Alenac Metals Corp DBA Alenac & Associates.

1300 W. Industrial Avenue, Ste. 104,  
Boynton Beach, FL 33426

With a copy to:

Hollander, Goode & Lopez, PA  
314 South Federal Highway  
Dania Beach, FL 33004

For Association's Representative:

VLC One, Inc.  
Attn: Vandin Calitu, P.E.  
955 Hollywood Blvd  
Hollywood, FL 33019

**ARTICLE XVII**

**Florida Homeowners' Construction Recovery Fund**

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 North Monroe Street  
Tallahassee, Florida 32399  
Telephone (850) 4871395

ALENAC METALS CORP.

Signature

Print Nathalia Pabon

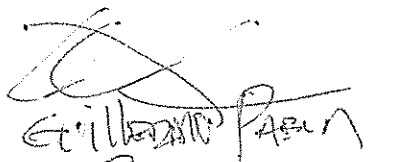
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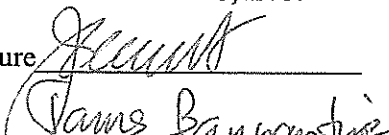
CAMBRIDGE TOWERS, INC.

Signature

Print

Title

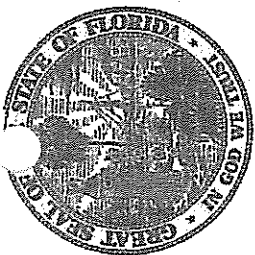
  
NATHALIA PABON  
P.  
ALENAC METALS CORP.

  
James Brannstrom  
President

Q7.  
02

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

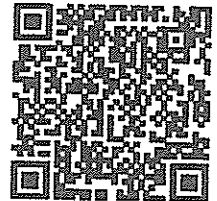
**CASTILLO, CESAR IGNACIO**

ALLENAC & ASSOCIATES  
111 CAMELOT COURT  
ROYAL PALM BEACH FL 33411

**LICENSE NUMBER: CGC1525768**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

EXHIBIT - B



# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT - B

DATE (MM/DD/YYYY)  
05/28/2020

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

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

<b>PRODUCER</b> CWI Underwriters LLC 1351 Sawgrass Corporate Pkwy Suite 102 Sunrise FL 33323		<b>CONTACT NAME:</b> Michelle Perez <b>PHONE (A/C, No, Ext):</b> (954) 449-8900 <b>FAX (A/C, No):</b> (954) 449-8901 <b>E-MAIL ADDRESS:</b> michelle@risk.com													
<b>INSURED</b> ALENAC METALS CORP, DBA: ALENAC & ASSOCIATES 1300 W. Industrial Ave Suite 104 Boynton Beach FL 33426		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Security National Insurance Company</td><td><b>NAIC #</b> 19879</td></tr><tr><td><b>INSURER B:</b> AmGaurd Insurance Company</td><td>42390</td></tr><tr><td><b>INSURER C:</b> Starstone National Insurance Company</td><td>25496</td></tr><tr><td><b>INSURER D:</b> Security Bond Associates, Inc.</td><td>40444</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Security National Insurance Company	<b>NAIC #</b> 19879	<b>INSURER B:</b> AmGaurd Insurance Company	42390	<b>INSURER C:</b> Starstone National Insurance Company	25496	<b>INSURER D:</b> Security Bond Associates, Inc.	40444	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** CL1982008075**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SES178017000	08/11/2019	08/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ALAU058877	09/12/2019	09/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		83633R190ALI	08/11/2019	08/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Bond		W150329390	10/12/2019	10/12/2020	100,000

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

**CERTIFICATE HOLDER**Cambridge Towers Inc.  
1601 S Ocean Dr  
Hollywood, FL 33019**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Javier Varona*



# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT - B

DATE (MM/DD/YYYY)

05/28/2020

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

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

PRODUCER  FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704
INSURED  FrankCrum L/C/F Alenac Metals Corp dba Alenac & Associates 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Frank Winston Crum Insurance Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 665848 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL BSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC202000000	01/01/2020	01/01/2021	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

Effective 08/08/2016, coverage is for 100% of the employees of FrankCrum leased to Alenac Metals Corp dba Alenac & Associates (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

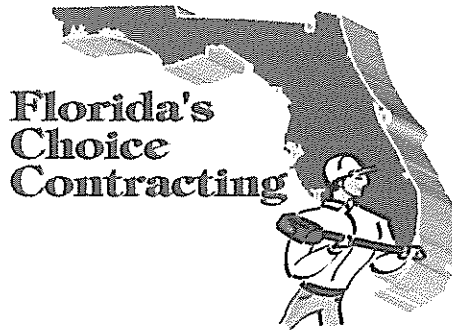
CERTIFICATE HOLDER

CANCELLATION

Cambridge Towers Inc. 1601 S Ocean Drive Hollywood, FL 33019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 







2118 Collins Court  
Hollywood, FL 33020  
Phone: 954-923-0014  
Fax: 954- 923-0015  
LICENSED & INSURED  
C.G.C. # 1505212

December 17, 2019  
Revised December 23, 2019  
Cambridge Towers  
1601 South Ocean Drive,  
Hollywood, FL 33019

Proposal # 19-134

Attention: Angela Bigham  
Phone: 954-801-7610  
Email: [angelacbigham@gmail.com](mailto:angelacbigham@gmail.com)

Ref: Concrete Restoration Project.

### **PROPOSAL**

We propose to supply labor, material and equipment for the work described above Concrete Restoration Project, located at the above referenced address as indicated below:

### **Scope of Work**

1. Mobilize project to perform referenced Scope of Work including all necessary materials, tools, equipment, protection, labor and supervision.
2. All work to be performed per the specifications provided by VLC ONE, INC. dated December 2<sup>nd</sup>, 2019.
3. Demobilize and clean work area.

### **Contractors Provisions**

Owner is to supply contractor with water and electric at no charge. Please note that the proposal will be void if it is not signed within 30 days from date above. Please note that estimated quantities may vary significantly plus, or minus except for Lump Sum Items, In the event that work needs to be completed that is not included under the original scope of work a change order will be submitted for approval prior to commencement of such work. All unit pricing for additional work over and above the estimated quantities and any new lump sum work, will be billed at the unit pricing and rates stated herein, plus ten percent General Conditions fee. **Where applicable**, contractor cannot be held responsible for any damages to: foliage, sod, and landscaping located directly underneath work areas, as well as any vehicles, or personal property left in the work areas during the course of the work being performed. Contractor is not responsible for any window treatments that may have to come down during the work being performed, as well as any furniture being left behind on the balconies. Contractor cannot be held responsible for any water intrusion in the building, or any floor coverings

such as tile, carpet, marble, etc. or any millwork located in the work area such as door casings, baseboards and crown moldings, etc. Contractor can not be held responsible for any damage caused by vibration. Permits will be provided at a cost of NOC/Permit fees plus expediting fees plus 20%.

#### **Licensing and Insurance**

We are Florida Licensed Certified General Contractors and carry Worker's Compensation and General Liability Insurance as required by the law

#### **Warranty**

Florida's Choice Contracting will issue a Five (5) year labor and material warranty on all work performed.

#### **Termination**

In the event the owner does not make any progress payment when due, Contractor shall provide owner with (3) three days notice to cure. In the event payment is not made within the time allotted, Contractor may immediately cease all operations and terminate this agreement. Contractor shall be entitled to the value of the work performed to date and lost profit.

#### **Engineering**

All engineering fees are the responsibility of the owner.

#### **Payment Terms**

We require Mobilization, Permits and General Condition Fees upon contract signing. A 20% deposit will be billed and is upon contract signing. Progress payments are due as invoiced and the balance due upon completion. Payments are due no later than seven (7) days after issue of the invoice. Any payments not received will be subject to a 1.5% monthly interest rate equal to 18% a year or the highest applicable by law. Any fees associated with collections such as reasonable attorney fees on any past due amounts will be the responsibility of the owner.

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. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already 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 to you a "Notice To Owner". Florida's Construction Lien Law is complex, and it is recommended that you consult an attorney.



**Price****Please see attached Bid Form**

NOTE: If any Special Design and Shoring is required it will be billed at the following rates:

Technician @ \$67.50 per man per hour

Posts and materials @ cost plus 20%

Equipment @ cost plus 20%

Design @ \$2,500.00

The following are the rates for possible repairs if needed:

Item	Description	Unit	Unit Price
3	Partial Depth	SF	\$75.00
4	Full Depth (up to 6")	SF	\$115.00
5	SGD Remove & Re-install	LF	\$90.00
6	Weather wall	LF	\$75.00
7	Overhead Spall	SF	\$95.00
8	Wall Spall	SF	\$80.00
9	Crack Repair-Gravity Feed	LF	\$25.00
10	Crack Repair-Injection	LF	\$55.00

*Javier Navarro*

\_\_\_\_\_  
 Javier Navarro, President  
 Florida's Choice Contracting

\_\_\_\_\_  
 Representative for: Cambridge Towers

\_\_\_\_\_  
 Please Print Name & Title

Date: December 23, 2019

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



# VLC ONE, Inc.

955 HOLLYWOOD BOULEVARD • HOLLYWOOD, FLORIDA • 33019  
PHONE: 954-864-2775 • E-MAIL: VANDIN@YAHOO.COM

---

**DOCUMENT 00020**

## INVITATION TO BID

Revised 12/23/2019

December 2, 2019

PROJECT NAME: Cambridge Towers – Concrete Restoration Project  
PROJECT LOCATION: 1601 S Ocean Drive, Hollywood, FL 33019  
CLIENT: Cambridge Towers, Inc.  
ENGINEER: VLC ONE, INC. – Vandin Calitu, P.E.

### Bid Items:

1. CONCRETE REPAIRS: TOTAL: \$ 556,492.12

Contractor shall also list cost per linear foot (LF) for cracks repairs and cost per square foot (SF) for concrete spall repair.

Crack Repair per LF: \$ Rout and seal \$12.00 - Gravity feed epoxy \$ 20.00 - Epoxy injection \$ 45.00

Spall Repair per SF: \$ Partial depth up to 3" in depth: Floor \$70.00 - Ceiling spall \$ 90.00  
- Wall spall \$ 70.00  
Full depth up to 6" in depth: Wall \$ 90.00 - Floor \$ 90.00

All tiles on balcony slabs to be removed and stamped concrete (pattern to be approved by Cambridge Towers). **Note: Not included in price, please see attached bid form (alternates section) for prices.**

2. ADDITIVE ALTERNATE – BALCONY RAILINGS: Included in Line item 1.

Demolish existing concrete balcony railings and install aluminum railings on all balconies. Based on cost, OWNER reserves the right to accept or reject this additive alternate. Note: Based on 1,442 LF. price included removal and disposal of exiting pre-cast railings and installation of new two lines standard aluminum picket railings kynar finish.

LUMP SUM: \$ 127,472.80

Contractor shall also list the cost per linear foot (LF) for aluminum railings as follows:

Removal of Concrete Railings per LF: \$ 20.00

Installation of Aluminum Railings per LF: \$ 68.40 Two Lines  
Note: included material and installation \$ 75.00 Three Lines

Based on cost, OWNER reserves the right to direct purchase the aluminum railing and request only installation services from the contractor.

See attached aluminum railing drawing with selected style option to bid on.

KYNAR painting process for aluminum railings coating is required.

TOTAL ALUMINUM RAILING TO BE INSTALLED: 1,442 LF

3. ADDITIVE ALTERNATE – WINDOW SILLS: Included in Line item 1.

Remove all existing concrete window sills and finish all new exposed areas to match exterior walls. Based on 116 LF.

LUMP SUM: \$ 8,141.00

Based on cost, OWNER reserves the right to accept or reject this additive alternate. If accepted, the cost for concrete repairing on windows sills will be deducted from Bid Item 1 – CONCRETE REPAIRS.

4. ADDITIVE ALTERNATE – SHUTTERS:

Contractor shall provide the following costs associated with removal of metal and reinstallation of shutters (only of FBC 2017 approved types):

Removal of Shutter: \$ (per shutter) 290.00

Installation of Code Approved Shutter: \$ (per shutter) TBD

OWNER will dispose of the aluminum shutters to be removed.

5. ADDITIVE ALTERNATE – PAINTING: Included in Line item 1.

Contractor shall provide costs associated with painting the entire exterior of the building as per Section 09900 PAINTING.

Sherwin Williams Emerald LUMP SUM: \$ 176,408.13

Option to use BEHR Marquee LUMP SUM: \$ 131,629.25

Based on cost, OWNER reserves the right to accept or reject this additive alternate.

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

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

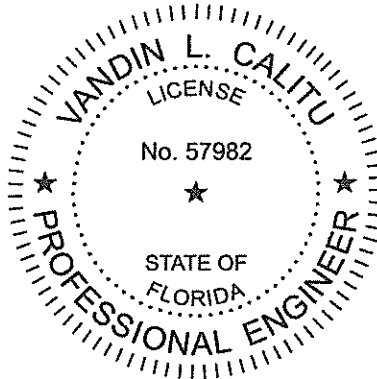
OWNER reserves the right to accept or reject any or all offers.

Please feel free to contact me if you have any questions or comments regarding this project

Very truly yours,



Vandin Calitu, P.E.  
Florida PE No. 57982



CAMBRIDGE TOWERS Revised 12/23/2019			
CONCRETE RESTORATION AND PAINT			
Item Description	Est. Quantity	Unit Price	Item Value
<b>A. BUILDING EXTERIOR</b>			
1 Floor spall( Partial depth deck spall repair) (s.f.) up to 3" in depth	1,213	\$ 70.00	\$ 84,910.00
2. Ceilings Spall (Overhead spall repair) (s.f.) up to 3" in depth	247	\$ 90.00	\$ 22,230.00
3. Epoxy injection (balcony cracks) (l.f)	324	\$ 45.00	\$ 14,580.00
4. Slab edge spall repair (12" width) (l.f.)	36	\$ 110.00	\$ 3,960.00
5. Wall spall up to 3" in depth	338	\$ 70.00	\$ 23,660.00
6. Wall full depth spall up to 6" in depth	261	\$ 90.00	\$ 23,490.00
7. Wall crack repair (rout and gravity feed epoxy) (l.f.)	203	\$ 20.00	\$ 4,060.00
8. Cracked or delaminated stucco (s.f.) up to 5/8"	35	\$ 18.00	\$ 630.00
9. Rust spot removal (ea.)	124	\$ 25.00	\$ 3,100.00
10. Window sill repair (l.f)	116	\$ 70.00	\$ 8,141.00
11. Column Repair up to 4" in depth (s.f)	15	\$ 120.00	\$ 1,800.00
12. Remove and dispose pre-cast railings (l.f.)	1,442	\$ 20.00	\$ 28,840.00
13. Install new aluminum Two lines picket railings kynar finish	1,442	\$ 68.40	\$ 98,632.80
<b>SUBTOTAL</b>			\$ 318,033.80
<b>B. WEST AND EAST STAIRWELLS</b>			
1. Wall crack repair (rout and gravity feed epoxy) (l.f.)	392	\$ 20.00	\$ 7,840.00
2.Floor spall( Partial depth deck spall repair) (s.f.) up to 3" in depth	6	\$ 70.00	\$ 420.00
3. Joint seal repair (l.f.)	28	\$ 35.00	\$ 980.00
4. Cracked or delaminated stucco (s.f.) up to 5/8"	100	\$ 18.00	\$ 1,800.00
5. Window sill repair (l.f)	6	\$ 70.00	\$ 420.00
<b>SUBTOTAL</b>			\$ 11,460.00
<b>B. BUILDING PAINT</b>			
1. Paint all stucco exterior surfaces using Sherwin Williams Emerald exterior latex satin	LS		\$ 176,408.13
<b>SUBTOTAL</b>			\$ 176,408.13
<b>B. GENERAL CONDITIONS</b>			
B.1 General conditions, mobilization, demobilization, etc.		Lump Sum	\$ 50,590.19
B.3 Permitting (At Cost to Owner)		Lump Sum	at cost + 20% + expediting fees
<b>SUBTOTAL</b>			\$ 50,590.19
<b>GRAND TOTAL</b>			\$ 556,492.12

Cambridge Towers  
1601 South Ocean Drive,  
Hollywood, FL 33019

Florida's Choice Contracting

BACKUP - II

ALTERNATES/OPTIONS			
1. Remove and dispose pre-cast railings and knee walls (l.f.)	2525	\$ 25.00	\$ 63,125.00
2. Install new two lines aluminum standard picket railings kynar finish (l.f.)	2525	\$ 68.40	\$ 172,710.00
3. Install new three lines aluminum standard picket railings kynar finish, only where the pre-cast railing will be removed. (l.f.)	1442	\$ 75.00	\$ 108,150.00
4. Balcony finish removal and surface preparation (s.f.)	9,900	\$ 3.50	\$ 34,650.00
5. Balcony cementitious waterproofing coating using Sto Watertight and Deco-coat (s.f.) note: no lines, no patterns	9,900	\$ 7.00	\$ 69,300.00
6. Balcony cementitious waterproofing coating using Sikalastic flexcoat (s.f.)	9,900	\$ 6.50	\$ 64,350.00
7. Remove and replace caulking stucco to metal (l.f.) Note: windows and sliding glass door perimeter.	LS		\$ 20,550.00
8. Paint all stucco exterior surfaces using BEHR Marquee exterior latex satin	LS		\$ 131,629.25

**Licensee**

Name:	<b>WILLIAMS, VERNON LLOYD</b>	License Number:	<b>1505212</b>
Rank:	<b>Certified General Contractor</b>	License Expiration Date:	<b>08/31/2020</b>
Primary Status:	<b>Current</b>	Original License Date:	<b>02/06/2003</b>
Secondary Status:	<b>Active</b>		

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	FLORIDA'S CHOICE PAINTING INC DBA:FLORIDA'S CHOICE CONTRACTING	Primary Qualifying Agent for Business	04/15/2005	Construction Business Information	

Page 1 of 1

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Suncrest

# VLC ONE, Inc.

BACKUP - II

955 HOLLYWOOD BOULEVARD • HOLLYWOOD, FLORIDA • 33019  
PHONE: 954-864-2775 • E-MAIL: VANDIN@YAHOO.COM

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DOCUMENT 00020

## INVITATION TO BID

February 12, 2019

PROJECT NAME: Cambridge Towers – Concrete Restoration Project  
PROJECT LOCATION: 1601 S Ocean Drive, Hollywood, FL 33019  
CLIENT: Cambridge Towers, Inc.  
ENGINEER: VLC ONE, INC. – Vandin Calitu, P.E.

TO WHOM IT MAY CONCERN:

We are currently looking for bid quotations for the Concrete Restoration Project at Cambridge Towers located at the address listed above. Cambridge Towers, Inc. is thereafter referred to as OWNER.

Attached you will find the Structural Assessment Report prepared by VLC ONE, Inc. on October 19, 2018. Please note that the quantities included in the report represent engineer's opinion and are only estimative. It is contractor's responsibility to field verify all items.

If you are interested, please submit your sealed bid package, including scope of work and cost, on or before Wednesday, February 20, 2019 at 10 AM. All bids shall be received via certified mail with receipt confirmation. Please address all bid packages to EDGAR FERRER, Unit 305.

**Description:** Removal of existing finish and repairs of deteriorated concrete at locations identified in the Structural Assessment Report.

**Pre-Bid Conference:** All interested bidders are required to attend the **MANDATORY** pre-bid meeting on Tuesday, January 29, 2019 at 10:00 AM. Any bids from contractors absent from the pre-bid meeting will not be considered. For any questions regarding the pre-bid meeting please email to [cambridgetowersinc@gmail.com](mailto:cambridgetowersinc@gmail.com)

**Site Visit:** All arrangements for the site visit(s) will be discussed during the MANDATORY pre-bid conference.

Surtreat Concrete Restoration  
 Bid Revised 04/11/2019

**Bid Items:**

1. CONCRETE REPAIRS:

LUMP SUM: \$ \$674,402.30

Contractor shall also list cost per linear foot (LF) for cracks repairs and cost per square foot (SF) for concrete spall repair.

Crack Repair per LF: \$ 47.50

Spall Repair per SF: \$ 100.00 see attached

All exposed concrete on balcony slabs to be treated for waterproofing as per SECTION 07160 WATERPROOFING. Price Includes Decorative Topping, 1 design and color picked by board. 07160 Waterproofing would be Additional \$28,000.00

2. ADDITIVE ALTERNATE – BALCONY RAILINGS:

Demolish existing concrete balcony railings and install aluminum railings on all balconies. Based on cost, OWNER reserves the right to accept or reject this additive alternate. If accepted, the cost for concrete repairing on balcony railings will be deducted from Bid Item 1 – CONCRETE REPAIRS.

LUMP SUM: \$ 129,000.00 Included in  
 above concrete price

Contractor shall also list the cost per linear foot (LF) for aluminum railings as follows:

Removal of Concrete Railings per LF: \$ 10.00

Installation of Aluminum Railings per LF: \$ 20.00

Aluminum Railings Cost per LF: \$ 60.00

Based on cost, OWNER reserves the right to direct purchase the aluminum railing and request only installation services from the contractor.

See attached aluminum railing drawing with selected style option to bid on.

KYNAR painting process for aluminum railings coating is required.

TOTAL ALUMINUM RAILING TO BE INSTALLED: 1,442 LF

3. ADDITIVE ALTERNATE – WINDOW SILLS:

Remove all existing concrete window sills and finish all new exposed areas to match exterior walls.

LUMP SUM: \$ 39,334.00 Included in  
 above concrete price

Based on cost, OWNER reserves the right to accept or reject this additive alternate. If accepted, the cost for concrete repairing on windows sills will be deducted from Bid Item 1 – CONCRETE REPAIRS.



4. ADDITIVE ALTERNATE – SHUTTERS:

Contractor shall provide the following costs associated with removal of metal and reinstallation of shutters (only of FBC 2017 approved types):

Removal of Shutter: \$ (per shutter)	74.00	Included in above
Installation of Code Approved Shutter: \$ (per shutter)	n/a	concrete price 170@
OWNER will dispose of the aluminum shutters to be removed.	\$74 = 12,580.00	shutters

5. ADDITIVE ALTERNATE – PAINTING:

Contractor shall provide costs associated with painting the entire exterior of the building as per Section 09900 PAINTING.

Warrenty  
LUMP SUM: \$ \$ 90,000.00 10 year  
Price included in above  
concrete price.

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

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

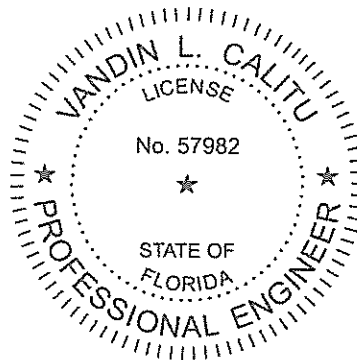
OWNER reserves the right to accept or reject any or all offers.

Please feel free to contact me if you have any questions or comments regarding this project

Very truly yours,

*Vandin Calitu*

Vandin Calitu, P.E.  
Florida PE No. 57982



# Exhibit B

Surtreat Concrete Restoration  
440 South Federal Highway  
Unit 203  
Deerfield Beach, FL 33441  
SurtreatFlorida.com

Phone: 954-974-7777

Fax: 954-784-7773

# Proposal



**Proposal:** 03222019

**Date:** 3/22/2019

<b>To:</b> Cambridge Towers Attn: Angela C Bigham 1601 S Ocean Blvd Hollywood, FL 33019	<b>Project:</b> Cambridge Towers 03/22/2019 1601 S OCEAN BLVD HOLLYWOOD, FL 33019
---	--

<b>Salesperson</b>		
Jesse Segura		

<b>Proposal Total:</b>	<b>674,402.30</b>
------------------------	-------------------

<b>Acceptance</b>	
Accepted by:	_____
Title:	_____
Date:	_____

# Proposal

Payment is due upon receipt of invoice(s) and finance charges will be assessed at the highest allowable rate by law to all accounts not paid within 30 days of receipt of invoice(s). In the event of unpaid invoice(s), the customer agrees to pay all finance charges and any costs incurred in the collection of the debt including, but not limited to, collection fees and/or reasonable attorney fees

Association is responsible for notifying home owners of work areas to be cleared and that Surtreat has access to all areas that work will be performed.

Price does not include traffic control, barricades, sprinkler, or landscaping repair.

Surtreat Concrete Restoration is a division of Concrete Restoration Team, LLC

**PLEASE BE ADVISED THAT ALL PROPOSALS ARE GOOD FOR 60 DAYS FROM DATE SENT.**

Reference	Description	Quantity	UOM	Extended Price
<b>03 Concrete</b>				
03.130	Ceiling Spall (up to 3" Depth)	216.0000	SF	20,987.82
03.140	Balcony Edge (up to 6")	39.0000	LF	6,414.06
03.150	Floor Spall (up to 3" depth)	1,214.0000	SF	98,598.65
03.160	Floor Crack	474.0000	LF	11,429.95
03.170	Window Sill Removal	1,360.0000	LF	39,325.59
03.190	Column Spall (up to 3" Depth)	46.0000	SF	4,609.60
03.200	Stucco INSTALL Repair areas only	1,225.0000	SF	10,914.01
03.210	Rust Spot Repair	200.0000	EA	10,214.25
03.240	Wall Crack	614.0000	LF	9,672.44
03.250	Wall Repair (up to 3" depth)	342.0000	SF	28,665.03
03.251	Screen Track Removal Removal	1.0000	EA	147.27
03.251	Shutter Removal	170.0000	EA	12,517.70
03.251.1	Wall Repair FD (up to 6" depth)	229.0000	SF	21,741.07
03.337	Ceiling Crack	5.0000	LF	150.97
03.610	Tile removal	6,120.0000	SF	14,614.55
03.887	Stair Joint NP1 Repair (OverHead )	250.0000	LF	595.10
03.889	Interior Window Calking	99.0000	LF	551.72
100.90	Priming Repair areas	1,700.0000	SF	10,936.74
400.20	Mobilization/De-Mobilization/General Conditions	1.0000	LS	92,052.99
S.133	New topping	10,200.0000	LS	58,690.80
<b>Total 03 Concrete</b>				<b>452,830.30</b>
<b>08 Paint</b>				
S.100	Painting	1.0000	LS	91,792.00
<b>Total 08 Paint</b>				<b>91,792.00</b>
<b>09 Railing</b>				
800.10	New Railings	1,442.0000	LF	86,520.00
800.20	New Railings instal	1,442.0000	LF	28,840.00
800.30	Concrete Railings Demo	1,442.0000	LF	14,420.00
<b>Total 09 Railing</b>				<b>129,780.00</b>

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC1507376	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

GANNON, HELEN J  
SURTREAT CONCRETE RESTORATION  
2400 NE 16TH STREET  
UNIT 201  
POMPANO BEACH FL 33062



ISSUED: 07/10/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407100001064

*Cambridge Towers, Hollywood FL*

BACKUP - II

**VLC ONE, Inc.**

955 HOLLYWOOD BOULEVARD • HOLLYWOOD, FLORIDA • 33019 PHONE: 954-864-2775 • E-MAIL:  
VANDIN@YAHOO.COM

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**DOCUMENT 00020**  
**INVITATION TO BID**

February 12, 2019

PROJECT NAME: Cambridge Towers – Concrete Restoration Project  
PROJECT LOCATION: 1601 S Ocean Drive, Hollywood, FL 33019  
CLIENT: Cambridge Towers, Inc.  
ENGINEER: VLC ONE, INC. – Vandin Calitu, P.E.

TO WHOM IT MAY CONCERN:

We are currently looking for bid quotations for the Concrete Restoration Project at Cambridge Towers located at the address listed above. Cambridge Towers, Inc. is thereafter referred to as OWNER.

Attached you will find the Structural Assessment Report prepared by VLC ONE, Inc. on October 19, 2018. Please note that the quantities included in the report represent engineer's opinion and are only estimative. It is contractor's responsibility to field verify all items.

If you are interested, please submit your sealed bid package, including scope of work and cost, on or before Wednesday, February 20, 2019 at 10 AM. All bids shall be received via certified mail with receipt confirmation. Please address all bid packages to EDGAR FERRER, Unit 305.

**Description:** Removal of existing finish and repairs of deteriorated concrete at locations identified in the Structural Assessment Report.

**Pre-Bid Conference:** All interested bidders are required to attend the **MANDATORY** pre-bid meeting on Tuesday, January 29, 2019 at 10:00 AM. Any bids from contractors absent from the pre-bid meeting will not be considered. For any questions regarding the pre-bid meeting please email to [cambridgetowersinc@gmail.com](mailto:cambridgetowersinc@gmail.com)

**Site Visit:** All arrangements for the site visit(s) will be discussed during the MANDATORY pre-bid conference.

**Bid Items:**

*Cambridge Towers, Hollywood FL*

Revision 4 15 2019

1. CONCRETE REPAIRS:

LUMP SUM: \$ 469,818.00

Deductions for top rail repair & spot waterproofing \$ 34,020.00

Remove Bonding Cost \$ 25,000.00

Revised Lump Sum w/ deduction \$ 410,798.00

Contractor shall also list cost per linear foot (LF) for cracks repairs and cost per square foot (SF) for concrete spall repair.

Crack Repair per LF: \$ 35.00

Floor Spall Repair per SF: \$ 80.00

All exposed concrete on balcony slabs to be treated for waterproofing as per SECTION 07160 WATERPROOFING.

2. ADDITIVE ALTERNATE – BALCONY RAILINGS:

Demolish existing concrete balcony railings and install aluminum railings on all balconies. Based on cost, OWNER reserves the right to accept or reject this additive alternate. If accepted, the cost for concrete repairing on balcony railings will be deducted from Bid Item 1 – CONCRETE REPAIRS.

LUMP SUM: \$ 141,316.00

Contractor shall also list the cost per linear foot (LF) for aluminum railings as follows:

Removal of Concrete Railings per LF: \$ 15.00

Installation of Aluminum Railings per LF: \$ 20.00

Aluminum Railings Cost per LF: \$ 63.00

Based on cost, OWNER reserves the right to direct purchase the aluminum railing and request only installation services from the contractor.

See attached aluminum railing drawing with selected style option to bid on.

KYNAR painting process for aluminum railings coating is required.

TOTAL ALUMINUM RAILING TO BE INSTALLED: 1,442 LF

Revision 4 15 2019

3. ADDITIVE ALTERNATE – WINDOW SILLS:

Remove all existing concrete window sills and finish all new exposed areas to match exterior walls.

Linear foot \$ 35.00

LUMP SUM: \$ 47,600.00

- a. This cost is based on a 1,360 LF straight cut and R/R of damages section of precast sill, and stucco application smooth with existing building.

Based on cost, OWNER reserves the right to accept or reject this additive alternate. If accepted, the cost for concrete repairing on windows sills will be deducted from Bid Item 1 – CONCRETE REPAIRS.

4. ADDITIVE ALTERNATE – SHUTTERS:

Contractor shall provide the following costs associated with removal of metal and reinstallation of shutters (only of FBC 2017 approved types):

Removal of Shutter per Square foot \$ 1.50

Installation of Code Approved Shutter per Square foot: \$ 45.00

OWNER will dispose of the aluminum shutters to be removed.

- a. This cost is based on a removal and small hole fill, no repair is included in this cost.
- b. Installation cost is if work is performed at the time crew is on that stack, if crew must return and or relocate swing stage additional cost will be calculated on a case by case basis. Permit fees, bonding cost, and engineering are excluded from this.

5. ADDITIVE ALTERNATE – PAINTING:

Contractor shall provide costs associated with painting the entire exterior of the building as per Section 09900 PAINTING.

-- Painting includes a primer plus one coat finish

LUMP SUM: \$ 132,360.00



6. ADDITIVE ALTERNATE – Skim coat Waterproofing Balcony  
Contractor shall provide material and labor to skim coat balcony with a 1/8" per foot with a maximum of 1" thick at the building a total balcony SF of 10,268

LUMP SUM: \$ 82,144.00

Scope of work to include

- Waterblast surface with a Minimum of 7000 PSI to create profile
- Apply with trowel a cementitious urethan coating
- Apply a Polyurethane Coating to provide a hardened finished surface
- Warranty approved by manufacture for use under mechanical stress such as potted plants, tables, and chair

7. Tile Removal estimate at 60% of balconies totaling 6,149 sf for removal including thin set and disposal.

\$13,835.00

Based on cost, OWNER reserves the right to accept or reject this additive alternate.

Refer to other bidding requirements described in Document 00101 – Instructions to Bidders.  
Your offer will be required to be submitted under a condition of irrevocability for a period of 90 days after submission.

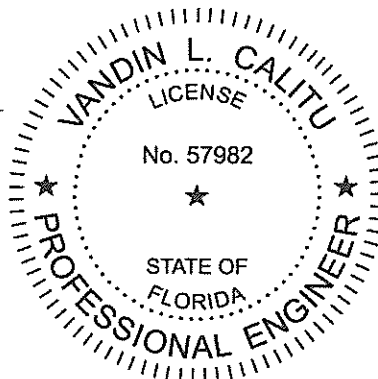
OWNER reserves the right to accept or reject any or all offers.

Please feel free to contact me if you have any questions or comments regarding this project

Very truly yours,



Vandin Calitu, P.E.  
Florida PE No. 57982





**FITSAW CONSTRUCTION LLC.**

**11110 W Oakland Park Blvd # 252 Sunrise FL 33351**

**[www.FITSAWLLC.com](http://www.FITSAWLLC.com)**

**ph(754) 224-8843      Prepared By: Heath Ruskin**

February 20, 2019

Angela  
Cambridge Tower  
1601 S Ocean Dr  
Hollywood FL 33319

Concrete Restoration



**Restoration Proposal**

We submit an estimate for making necessary concrete restoration on specified sections of the building. Such repairs shall be made on and for the above described using only professional grade materials, performed by experienced repair personnel, supervised by qualified professionals under the guidelines of this Florida State Certified Contractor, and in the following manner.

Work will not proceed, where in the event the building is found to be in greater need of repairs than provided in the scope of work. Fitsaw Construction will be compensated for time utilization.

Any part of this proposal where an additional cost is not expressly implied shall be done only by a properly signed mutual agreement. Such agreement shall include explanation and price for proposed work. All

*Cambridge Towers, Hollywood FL*

quantities as per the engineer report received on 1/23/2019. Fitsaw Will provide the labor materials and equipment necessary to perform the agreed upon work.

Scope of work: Provided by Engineer Survey

1. Remove loose Stucco, per the drawings provided by VLC One dated, from the surface of the balcony slabs as directed by the Engineer Survey, in 1square foot x 3/4" deep increments. as per the Engineer Survey
2. Repair cracks and spalling concrete, top and bottom surface of private balconies as per the Survey, in square foot x 3" deep increments, as per the Engineer Survey
3. Perform concrete edge repair, in 1 linear foot x 6" deep increments of private balconies as per the Survey
4. Repair delaminated stucco at the building wall, slab and edge surface as per the Engineer Survey
5. Once repaired area is cured depending on location or repair surface will be either primed or waterproofed ready for paint.
6. Additional quantities approved by the Engineer will be billed in unit prices (see attached)
7. Replace damaged and/or spalled Balusters on balconies as per the Engineer Survey.
8. Walkway protection scaffolding as needed
9. The cost per Sf for the hurricane shutter removal may change if this work is not performed with the Installation of new shutter, it is possible screw has deteriorated the are and patch may be required

**Client Responsibilities**

1. Provide area for logistics including but not limited to, employee transportation, high reach equipment, material delivery crane or conveyor.
2. Notify all surrounding residents or occupants work will begin on schedule date provided by Fitsaw Construction LLC.
3. Provide daily access to project during normal business hours.
4. Existing survey of the property if required.
5. Equipment or material specification sheets if applicable.
6. All permit, city, county or municipal, and engineering fees
7. Have signed, by owner or authorized board member all documents prepared by Fitsaw Construction LLC relating to the filing for permits, submitting application to City
8. Owner or association will be responsible for removal and disposal of any materials containing asbestos, mold, etc...
9. Agree to promptly remove/repair items that are not in the scope of work, whereas such items may hinder or conflict with the integrity of the materials being installed.
10. Trim all landscaping off buildings to allow access for personal to work unimpeded.
11. Provide garden hose connection for pressure washing and area for tool clean out.
12. Have receptacle on roof with proper voltage for swing stage.
13. Notifying resident tile will be removed in area damaged and in need of restoration only.

14. No reinstallation on tile.
15. Invoicing will be due upon receipt

**General Specifications**

1. The work area will be free of all debris Fitsaw Construction LLC may use a trash chute and / or container to remove debris from the job site, daily clean up will take place.
2. All work performed by Fitsaw Construction LLC, will be in accordance with manufacturer's recommendations and guidelines and state and local building codes
3. All precaution will be taken according to OSHA regulations for safety and fire prevention.
4. Fitsaw Construction LLC. Includes a **5 (FIVE) YEAR WORKMANSHIP WARRANTY** AS ISSUED BY Fitsaw Construction LLC. Damages from hurricanes, tornadoes or any disaster are not covered by contractor's Warranty/Guarantee. Any warranties/guarantees offered by Contractor will end at time of such event.
5. Fitsaw Construction LLC shall provide; workers compensation, general liability insurance, properly supervision, and complete the aforementioned in a professional manner and according to the building code of your municipality.
6. Fitsaw Construction LLC will remove with the utmost of care **but not** replace antennas, cables, satellite dishes, and any other electronic devices to accommodate continuation of the scope of work contracted, with the utmost of care. We cannot be held responsible for operating condition or damage to said items after replacement.

**Unforeseen Conditions**

*If an unforeseen condition arises, additional work beyond the scope of agreed upon work may become necessary. Additional work shall be performed on a time and material or flat rate basis after client has been notified in writing of such conditions. Possible unforeseen conditions, deterioration may cause damage during removal, and have to be replaced, because of an unknown time frame of water intrusion or rot. Additional charge may be incurred by the client.*

**Exclusions**

1. Fitsaw Construction LLC will take all possible care to not damage existing landscaping, should damage occur during normal construction we cannot be held liable for repair or replacement of said items.
2. Traffic control barricades or MOT
3. Additional work beyond the scope mentioned above. Including swing stage for change orders and removal of equipment for hurricane preparedness
4. Work performed by someone other than Fitsaw Construction LLC and or their affiliates, drawings and/or calculations, special inspections.
5. Due to nature of the work Fitsaw Construction LLC cannot be responsible for any existing or future **mold or mildew**.
6. All permit, city, county, or state fees.
7. Removal and or re-installation of hurricane shutters
8. Running electrical power to roof for swing stage.

The terms and conditions are satisfactory, you are here-by authorized to commence work as specified herein.

## Concrete Restoration

Concrete Restoration as described above quantities based on engineer survey attached Including equipment & mobilization	See above break down
See attached Engineer Bid Form for quantities per unit and separate Unit price sheet	
10% Deposit Due Upon Signing	\$
30 % Due upon Receipt of Permit and schedule start	\$
Bi monthly % percentage of completion and cost of material delivered	
Balance due upon substantial completion	

**ACCEPTED AND AGREED:** The prices, specifications and conditions contained herein this Agreement valid for 30 days. You are authorized to perform the work as specified. **(MUST BE SIGNED BY President of association)**

**Agreement:** This Agreement is between Fitsaw Construction LLC. (the "Company") and the property manager/ board member/ (the "Owner") and/or their agents.

**Payment of Funds and Deposit:** Owner hereby agrees to pay Company for the Work in cash equivalents, unless otherwise agreed upon in writing. Owner agrees to pay Company a deposit of at the time of the execution of this agreement; progress payments will be due bi monthly, with the balance due upon either the Completion Date as defined herein or upon Substantial Completion as defined herein. Substantial Completion shall mean if only certain minor items of Work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to the Company, either by delivery to 11110 W Oakland Park Blvd # 252, Sunrise FL 33351 or authorized representative.

**CGC 1514811**

OWNERAGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNERAGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Contractor: Heath Ruskin; \_\_\_\_\_ DATE: \_\_\_\_\_

We are totally com

*Cambridge Towers, Hollywood FL*



RICK SCOTT, GOVERNOR

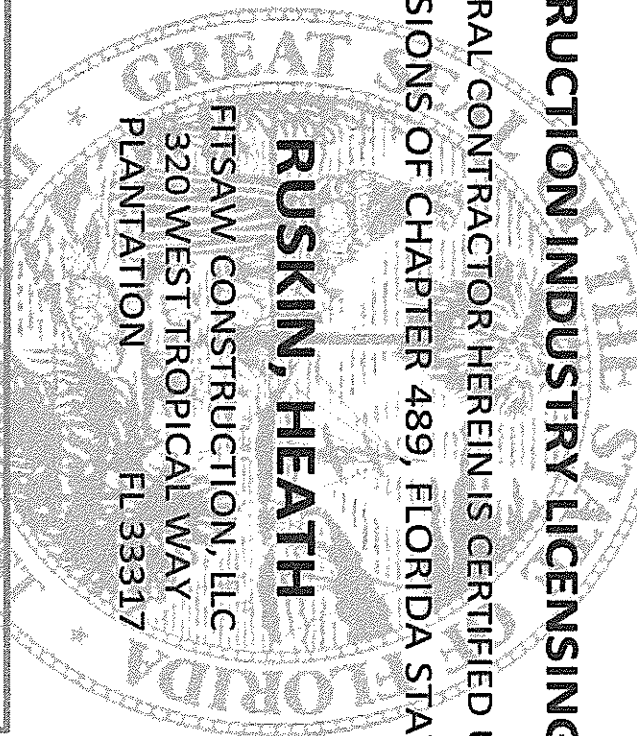
JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**RUSKIN, HEATH**

FITSAW CONSTRUCTION, LLC  
 320 WEST TROPICAL WAY  
 PLANTATION FL 33317

**LICENSE NUMBER: CGC1514811**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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