


**AIA® Document A104™ – 2017**
**Standard Abbreviated Form of Agreement Between Owner and Contractor**
**AGREEMENT BETWEEN ASSOCIATION AND CONTRACTOR**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter referred to as "Association"), having its principal office at 1713 NW 72ND Avenue, Plantation, FL 33313 and AUSTRO CONSTRUCTION INC., hereinafter referred to as the "Contractor", having its principal office 1326 Hollywood Blvd. Hollywood, Florida 33019 for roof replacement for all 24 buildings including gutters and spouts, all second floor structural repairs, all first floor structural repairs, fence, all interior finishes (such as drywall, finishing, painting, floors and ceilings) and other associated Work in accordance with the Contract Documents hereinafter defined.

**WITNESSETH**

That the Association and Contractor agree as follows:

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

1.1 The following documents shall comprise the contract documents ("Contract Documents"):

- A. This Agreement;
- B. Engineer's Project Manuals for 2nd Floor and 1st Floor Work for all Phases including, field notes, and summary, instructions to bidders, plans, details, engineering report, architectural drawings, . etc. as Exhibit "A",
- C. Contractor's Bid Proposal from Contractors dated May 2, 2023 is attached hereto as Exhibit "B".
- D. Contractor's Certificate of Insurance attached hereto as Exhibit "C"
- E. Contractor's Impact Window and Sliding Glass Door Price List attached hereto as Exhibit "D"
- F. Summary of Repairs Costs by Building attached hereto as Exhibit "F".
- G. Any written interpretations and modifications of the Contract Documents to be made from time to time by the Association's Representative as hereinafter defined.

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 Engineer's Project Manual as Exhibit "A" 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.

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## ARTICLE 2

### SCOPE OF WORK

The Contractor will provide all materials, supervision, labor, tools and equipment necessary to complete the Work involving replacement of all roofing systems in the 24 buildings including gutters and spouts, all second floor structural repairs, and all first floor structural repairs and other associated Work for correction of certain conditions delineated in the Scope of Work set forth as Exhibit "A" above, in strict accordance with the Contract Documents, together with all plans, details, correspondence and specifications, as specified in writing by the Association's Representative and to perform all other work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as 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. Contractor shall further perform all installation in accordance with all manufacturer specifications and guidelines.

Owens Corning Dimensional Singles shall be used for the sloped roofs. Contractor agrees to remove all of the existing façade; replace all rotted studs; install new insulation, install moisture barrier; install Hardie Board on the 1st and 2nd floor where there is existing wood, and where there is existing stucco replace with stucco to match similar existing finishes on all Phase 1,2,3, and 4 buildings; Prime and paint, color supplied by Association; all work shall be performed in accordance with Engineer's Project Manual attached as Exhibit "A" attached unless as otherwise specifically noted below.

Note: The parties have agreed to the following modification of the Project Manual specifications. For the existing T1-11 exterior buildings, Contractor may use Florida Building code compliant Hardie Board in lieu of wire lath and stucco. Additionally, the parties have agreed to utilizing a synthetic TPO roof system on the building low slope flat roofs. All such work shall be done in accordance with Florida Building Code and approval of the Engineer.

Note: Purchase and installation of windows and/or sliding glass doors are not included in the Contract Sum. However, but Contractor agrees to remove and install windows and/or sliding glass doors (PGT) requested by the Association at the unit "Sell Price" set forth on Exhibit "D" attached hereto, should the Association request same in writing. Such work shall be evidenced by a written Change Order. However, all structural components surrounding the windows and sliding glass doors are included in the Contract Sum.

Note: Scope of Work does not include electrical, plumbing, and mechanical. Electricity and water for this Scope of Work is supplied by the Association, at the Association's cost. Engineering or testing not included (if required by building department).

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

Contractor shall apply for permits immediately after execution of this Agreement and down payment of Four Hundred Eighty-Five Thousand Dollars (\$485,000.00) to the fund application for permits, mobilization, and for the Contractor to order materials. After the permit is obtained, the Work shall commence no later than two (2) weeks after issuance or an authorization to proceed is given by the Authorized Representative, whichever event is later and which shall be the Commencement Date as set forth herein. The Work shall be substantially complete within Six-Hundred (600) calendar days after the Commencement Date. Contractor has agreed to file and record the Notice of Commencement required for the Work herein.

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## ARTICLE 4 CONTRACT SUM

The Association shall pay Contractor for the performance of the Work as follows:

a. The total Contract Sum, to replace all of the all roofing systems in the 24 buildings including gutters and spouts, second floor structural repairs, first floor structural repairs and other associated Work which includes correction of all of the conditions at all of the location identified in Composite Exhibit "A", shall be Four Million Eight Hundred Fifty Thousand Dollars and zero cents (\$4,850,027.00) which includes mobilization, general conditions, and demobilization as specified in Exhibit "B". This Contract for all work in Exhibit "A" shall be a Guaranteed Maximum Price Contract. The Contract Sum is guaranteed by the Contractor not to exceed \$4,850,000.00 and also to not be less than \$4,850,027.00. Costs which would cause the Guaranteed Maximum Price to be exceed this amount shall be paid by the Contractor without reimbursement by the Owner. However, any and all items described as Optional Costs on Contractor's Bid Proposal are in addition to this amount. Association will pay the stated cost of items described as Optional Costs which have listed item cost if such work is requested. In such case, a change order will be executed by parties for this additional work specifying when that work will be performed by contractor and when payment for that work will be made.

The Guaranteed Maximum Price is broken down by each phase in the Association as follows:

Down Payment: \$485,000.00

1. Phase 1: \$1,364,868.00
2. Phase 2: \$1,367,648.00
3. Phase 3: \$1,191,399.00
4. Phase 4: \$926,112.00

b. The Association agrees to pay all fees charged by the City, or Broward County, at direct cost, for permits in connection with the Work described herein. Such payments shall be made directly to the Contractor without effect on the established payment schedule.

All prices specified are inclusive of all taxes, licenses but exclusive of City Permit Fees and Payment and Performance bonds.

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## ARTICLE 5 PAYMENTS

5.1 In no event shall any Work be commenced nor any payment be made until after a Notice of Commencement has been duly completed and recorded in accordance with Section 713.13, Florida Statutes and a certified copy has been posted prominently upon the Property and a permit or permits are issued for any Work to be performed, whichever occurs later.

5.2 Progress Payments: The parties agree that upon execution of the Contract, the Association shall pay the remaining sum of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) for the total scope of work as set forth in Exhibit "A" in progress payments. Contractor shall submit an application for payment to Association's Representative utilizing such application for payment approved by the Association's Representative each time a building has reached Substantial Completion as approved by the Association's Representative. Substantial completion is the stage when a construction project is deemed sufficiently completed to the point where the owner can use it for its intended purpose, the permit for the specific building has been closed, and only minor punch list items remain. After each roof is completed and approved by the Association's Representative as provided for herein, the Contractor shall submit a progress payment application for the completed roof in accordance with the associated Building number on the Summary of Repair Costs attached hereto as Exhibit "F". Then, the Contractor shall submit upon Substantial Completion of the building structural repairs and the closing of the permit for the completed building structure in accordance with the associated Building number on the Summary of Repair Costs attached hereto as Exhibit "F". Payments shall be reduced by five (5%) percent and held as retainage until Final completion as provided for herein. As a condition of each payment, Contractor shall submit with each Payment Application 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, releases of lien from 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 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 seven (7) business days. All payments, except the down payment, shall be reduced by five (5%) percent which shall be retained by the Association and paid in accordance with Article 6.

5.3 No later than thirty (30) calendar days after Substantial Completion of each building, the Association's Representative shall issue a punch list for any minor items to be addressed and Contractor shall complete the punch list items within thirty (30) days for each building. Within ten (10) calendar days of written notification to the Association's Representative that all punch list items have been completed, Association's Representative shall inspect the punch list items and determine whether all punch list items have been completed.

5.4 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, including all interior finishes, 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.

5.5 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.

5.6 Notwithstanding anything contained herein to the contrary, payment to be made in accordance with the Final Application for Retainage Payment shall be made in accordance with Article 6.

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**ARTICLE 6**  
**FINAL PAYMENT OF RETENTION**

6.1 Final payment of retention shall be due within ten (10) business days after the Work has been fully performed for all buildings, and inspected and accepted by the Association's Representative and proof of closing of all permits by any governmental authorities required to inspect the Work, the Association's Representative has issued a Certificate of Final Completion, all contractor and manufacturer warranties have been issued and Contractor has complied with the other requirements of this Article 6.

6.2 Final payment shall not be due until the Contractor has delivered to the Association a complete release of all liens and unconditional releases or waivers of lien from all lienors including, but not limited to, all material suppliers, laborers or subcontractors arising out of this Agreement, consent of surety, if applicable, and a final contractor's affidavit pursuant to Section 713.06(2), Florida Statutes and provided proof that all permits for all buildings have been closed and all work has obtained final approval from the local building department or any other government agency having oversight and control over the work. Additionally, payment of retention shall not be made until Contractor has removed temporary facilities from the site, along with construction tools and similar elements; completed clean up, including repair, replacement and restoration of any items (including, without limitation, any real or personal property) damaged by Contractor as a consequence of or in connection with performing any of the Work; and payment of any claims resulting from damage or injury caused in connection with performance of the Work.

6.3 Final payment of retention 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 Contractor to comply with paragraph 6.1 or 6.2 of this Agreement, or (7) failure to carry out the Work in accordance with the Contract Documents.

6.4 Association may, in its discretion, make all or any portion of any of the final payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said payment from the sum due Contractor. However, such payment, if made, shall not create any third-party beneficiary or other rights in such lienor. In the event there are claims which exceed the final payment amount, no payment shall be made until Contractor deposits the amount of any such deficiency with the Association.

6.5 The making of final payment or payment of any retention shall not constitute a waiver of any claims by the Association.

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## ARTICLE 7

### ASSOCIATION'S REPRESENTATIVE

7.1 Farrukh Sayeed, President, Structural Engineer, & S& D Engineering and Construction, Inc. 1031 N.W. 31st Avenue, Pompano Beach, Florida 33069 (cell) 954-593 3926 shall be the Association's Representative during performance of the Work and until completion of the Agreement Work and is hereinafter referred to throughout the Agreement as the "Association's Representative." Any reference in any Contract Document to a "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.

7.2 The Association's Representative shall at all times have access to the Work., Association's Representative shall be onsite at reasonable times, in the discretion of the Association representatives, as necessary for any field observations necessary in order for the job to proceed. In the event Contractor needs Association Representative to visit the property for any urgent matter, Contractor shall provide at least twenty-four (24) hours' notice to Association Representative, unless agreed otherwise by the Association's Representative.

7.3 The Association's Representative shall perform all duties referenced in the Contract Documents, and in addition shall make periodic visits to the site to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.

7.4 Based upon the Association's Representative's inspections, the Association's Representative will determine the amount owing to the Contractor and will issue a certificate authorizing payment in accordance with Article 5 and Article 6 of this Agreement. No issuance of a payment shall constitute an acceptance of any Work not in accordance with the Contract Documents.

7.5 The Association's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Association and the Contractor. This decision as it relates to the following items shall be final: interpretation and requirements of the Contract Documents, conformance of Contractor's Work with the Contract Documents and minor changes in the Work.

7.6 The Association's Representative will have authority to reject Work, which does not conform to the Contract Documents. In such event Contractor shall have two (2) business days from receipt of written notice to commence to correct and to diligently proceed to complete such Work to the reasonable satisfaction of Association's Representative.

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## ARTICLE 8 CONTRACTOR

8.1 Contractor warrants and represents to the Association that it has visited the site of the Work, has carefully studied all reports, tests, drawings or other documentation provided by the Association's Representative or reflected in the Contract Documents, examined the actual job conditions and that Contractor is familiar with local 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 roads to the site, the conditions of the Work area, and the character of the Work. Contractor shall be responsible to perform any additional inspections and conduct any necessary tests as may be required to determine the suitability of the site conditions. 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. Execution of this Agreement shall be conclusive evidence that Contractor has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

8.2 The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement. All Work shall be performed by craftsmen skilled in the trades and application of materials involved.

8.3 The Contractor shall pay all expenses associated with the Work, whether set forth herein or not. However, the Association shall designate an area in which the Contractor may store a reasonable supply of materials and equipment, locate its administration facilities as well as portable sanitary facilities. It shall be the Contractor's responsibility to maintain such storage area in a safe and orderly fashion. Contractor shall be responsible to fully insure all materials and equipment on the Property. In no event shall Association 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. Furthermore, the Association shall make the necessary arrangements to provide electricity and water for use by the Contractor at no additional cost and expense to the Contractor.

8.4 Contractor recognizes that the Work will be performed in the community operated by the Association including units in which owners of those units and their tenants or guests shall continue to occupy and reside in those units and that Contractor must take all appropriate measures not to interfere therewith. To the extent any owner or other occupant objects to or otherwise interferes with the Work of the Contractor, Contractor shall provide immediate written notice to the Association and Association's Representative to avoid any delay occasioned by such objection or interference.

8.5 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.

8.6 The Contractor warrants to the Association and the Association's Representative that all materials incorporated in the Work will be new unless otherwise specified, and that all Work and materials will be of first and highest grade and quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. 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.

8.7 The Contractor shall give all notices, and warrants and represents that the Work when completed will comply with all laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work and Property. Contractor acknowledges that Association does not have the knowledge to determine compliance with the foregoing items and is relying on Contractor's knowledge and expertise of same. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs including any reasonable attorney's fees incurred due to their negligence. The provisions of this paragraph shall survive the termination of this Agreement.

8.8 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under an agreement with the Contractor.

8.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work Contractor shall remove, at his sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property, including, but not limited to, any damages to real or personal property of homeowners or tenants arising from or relating to Contractor's performance of the Work to the reasonable satisfaction of the Association.

8.10 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 be the primary insurance to 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 or intentional acts, omission or material breach of the Agreement by 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 \$3,000,000.00 pursuant to Section 725.06, Florida Statutes which the parties agree bears a reasonable commercial relationship to the contract. This provision shall survive the termination or expiration of this Agreement.

8.11 The Contractor shall coordinate all of the Work to complete the project in the most expeditious manner possible. The Contractor shall be responsible for the finish of the Work and shall not commence any part of it until surfaces are in proper condition to receive specified systems and/or products.

8.12 Prior to commencement of on-site Work, the Contractor, Association Representative, Association and such subcontractors approved by the Association in accordance herewith, shall have an on-site meeting to discuss the construction schedules, the Association's security requirements, parking, storage, hours of work, use of the work area by residents of the building and their invitees, work by the Association staff and separate contractors, if any, and such other matters as may be related to performance of the work.

8.13 All work shall be performed between the hours of 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding legal holidays unless otherwise directed by the Association. Notwithstanding, at no time shall Contractor perform work after sunset. Contractor shall provide a full time, English-speaking on-site supervisor for the duration of the project. The on-site supervisor shall be fluent in and required to use English on the job. The Contractor's employees shall be fully clothed at all times wearing shirts identifying the Contractor's company. Contractor and its employees shall only park in areas designated by the Association and shall comply with all of the Association's governing rules regarding parking and security regulations requirements including registration, checkout, and identification. All communications must be made through the Association representative or management and not to any unit owners directly.

## ARTICLE 9

### SUBCONTRACTS

Contractor may subcontract portions of the Work contemplated under this Agreement upon submission and approval of the Association of its proposed subcontractor. Contractor hereby assigns to Association all its agreement rights with respect to subcontractors and material and equipment suppliers that provided Work, materials and equipment to this Project in accordance with the Contract Documents, including but not limited to all 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 claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of Workmanship, merchantability of equipment, feasibility and fitness for the particular purpose of materials and equipment and 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 breach of this Agreement, 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.

## ARTICLE 10

### TIME

10.1 All time limits stated herein or in the Contract Documents are of the essence in this Agreement.

10.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the 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 shall be extended 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 Work must be submitted in writing to Association 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.

10.3 In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. Contractor is not responsible for any delays for any acts of God as provided in Article 10.2. 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. There shall not be any delay attributable to the Contractor through the "no damage for delay clause", in the event that there is litigation from a unit owner to the Association of work that needs to be performed. This delay will cause this contract to be extended day for day.

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10.4 It is mutually agreed between the parties that time is of the essence of this Contract, and in the event the project is not completed within the time and in the manner specified in this Contract, subject to any extensions granted pursuant to this Article 10 (such as hurricane or storm delays of wind over 30 mph notwithstanding or other reasonable delays such as additional work or inability to obtain materials or other reasons beyond the control of Contractor), it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Five Hundred Dollars (\$500.00) per day for each day thereafter, that the work remains uncompleted and the Owner is denied full benefit of completion of the project, which sum Association and Contractor agree represents the damages the Association will have sustained per day for the failure of the Contractor to complete the project within the time stipulated. Requests for extensions due to delays must be made in writing within ten (10) days of the event giving rise to the delay indicating the reason for such delay and shall indicate the number of days lost due to such delay. The parties agree that this sum is not a penalty. A log book shall be kept at the site to document all days which are delayed due to Acts of God or any other conditions which are beyond the control of the contractor and copy shall be sent to the Association Representative along with any request for extension as provided for herein. Failure to request an extension shall result in waiver of the extension.

## ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work including cordoning off areas where Work is being performed, and shall adequately post signs in the construction areas. Contractor shall be responsible for maintenance of traffic controls, including ingress and egress while work is being performed. Contractor shall arrange work to cause minimum disturbance and vehicular traffic and shall be responsible for providing suitable means of access to all public and private properties, specifically including emergency vehicles, during all stages of construction. Other than for an emergency safety condition, Contractor must contact the Association and its Authorized Representative for approval prior to complete blocking of any street or drive area to vehicular traffic during construction. 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 on 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 comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor at its sole cost and expense.

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## ARTICLE 12

### CONTRACTOR'S LIABILITY INSURANCE

12.1 The Contractor shall purchase and maintain such insurance as will protect 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 operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them as well as claims for the contractual indemnity provided in Article 8. Such Insurance shall include at minimum include, Comprehensive General Liability or Commercial General Liability Insurance (including Premises-Operations, Independent Contractor's Protective Products and Completed Operations, Personal Injury, Broad Form Property Damage and Broad Form Commercial General Liability Endorsements or Equivalent) and Contractual Liability Insurance. The minimum coverage limits will be One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate except that Worker's compensation insurance coverage shall be the greater of statutory limits or \$1,000,000/\$1,000,000. Contractor shall also maintain an Umbrella Liability policy of Two Million Dollars (\$2,000,000.00). Contractor shall also maintain Comprehensive automobile liability insurance for all vehicles operated by Contractor and others Working under the Contractor for bodily injury with limits not less than \$1,000,000.00 each person and \$1,000,000 each occurrence and property damage with limits not less than \$1,000,000.00 per occurrence.

12.2 The Association, engineer, and manager shall be added as a named additional insured on all policies required to be maintained hereunder, , with the exception of the Worker's compensation insurance. Contractor's insurance shall be primary and non-contributing to any policy of insurance held by the Association. 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.

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## ARTICLE 13

### CORRECTION OF WORK AND WARRANTY

13.1 The Contractor shall, within seventy-two (72) hours 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 13 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.

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

13.3 Nothing contained in this Article 13 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 13.1 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.

13.4 Contractor shall be deemed to have warranted that the Work is free from defects and fit for the use intended for a period of twenty years (20) for the flat roofs with no dollar limit and twenty years (20) for the Shingles no dollar limit including labor and materials from the date of Substantial Completion. Contractor shall ensure that all manufacturer warranties are filed and transferred to the Association prior to Final Payment being made which shall include Manufacturers No Dollar Limit warranty. 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. All warranties shall be provided per the Scope of Work set forth by the Association's representative in Exhibit "A".

## ARTICLE 14

### SHOP DRAWINGS

14.1 Contractor shall review, approve and submit to the Association's Representative for review and approval, drawings, product data, samples and similar submittals prior to the commencement of the Work in such sequence as to cause no delay in the Work.

14.2 By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that he has determined and verified materials, estimated field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

14.3 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Association's Representative's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Association's Representative in writing of such deviation at the time of submittal and the Association's Representative has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Association's Representative's approval thereof.

14.4 The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Association's Representative. Such Work shall be in accordance with approved submittals.

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## ARTICLE 15 CHANGES IN THE WORK

Any changes in the Work or any adjustment in the Contract Sum or the Agreement time shall only be made upon written change order executed by the Association, the Association's Representative and 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.

## ARTICLE 16 TERMINATION BY THE CONTRACTOR

If the Association's Representative fails to issue a Certificate of Payment for a period of five business (5) days after an application through no fault of the Contractor, or if the Association fails to make payment thereon for a period of seven (7) business days, the Contractor may, after ten(10) business days written notice to the Association and the Association's Representative with an opportunity to cure, terminate this Agreement and recover from the Association payment for all Work executed and for any proven loss for Work performed and on any materials, equipment, tools, and construction equipment and machinery, including a reasonable profit thereon not to exceed ten percent (10%).

## ARTICLE 17 TERMINATION BY THE ASSOCIATION

17.1 If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he 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 he fails to make prompt payment to subcontractors or for materials or labor, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of any provision of the Contract Documents, then the Association, upon certification by the Association's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor seven (7) days' written notice, take possession of the site and all of Contractor's equipment, tools and materials, and finish the Work by whatever method the Association deems expedient, and/or terminate this Agreement. In such case, if applicable, the Contractor shall not be entitled to receive any further payment until the Work is finished. 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.

17.2 If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work, including compensation for the Association Representative's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed 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 18 TRANSFER OF LIEN

In the event any liens should be filed against the Property by any subcontractors, laborers or material suppliers, in connection with labor or services performed, the materials incorporated into or delivered to the Property, Contractor shall indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must transfer such lien within five (5) business days of the filing of the lien by, (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.

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## **ARTICLE 19 PAYMENT AND PERFORMANCE BOND**

The Contractor, upon request, shall furnish the Association at Association's expense before commencing any of the Work required under this Agreement, 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. 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.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, the Association shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bond ceases to be adequate to cover the Work, the Contractor shall within five (5) days after receipt of notice from the Association to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Association at the Association's expense. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form approved by the Association's attorney.

## **ARTICLE 20 ATTORNEY'S FEES**

In connection with any litigation including pre-suit, or appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

## **ARTICLE 21 GOVERNING LAW AND VENUE**

The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Broward County, Florida.

## **ARTICLE 22 SUCCESSORS AND ASSIGNS**

The Association and the Contractor each binds himself, his partners, successors, assigns 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 the 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 him hereunder, without the previous written consent of the Association.

## **ARTICLE 23 MODIFICATION**

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.

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## **ARTICLE 24 RIGHTS AND REMEDIES**

The duties and obligations imposed by 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.

## **ARTICLE 25 SEVERABILITY AND WAIVER & MUTUAL DRAFTMANSHIP**

The partial or complete invalidity of any one or more provisions of this Agreement 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 Agreement is the joint product of the parties and each provision has been subject of the mutual consultation, negotiation and agreement of such parties and shall not be construed for against any party hereto.

**ARTICLE 26  
WRITTEN NOTICE**

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 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:**  
OMEGA VILLAS CONDOMINIUM  
ASSOCIATION, INC.,  
1713 NW 72ND Avenue,  
Plantation, FL 33313

**For Contractor:**  
AUSTRO CONSTRUCTION INC.  
1326 Hollywood Blvd.  
Hollywood, Florida 33019

**With a copy to:**  
Rhonda Hollander, Esq.  
Hollander Goode & Lopez, PLLC  
314 South Federal Highway  
Dania Beach, FL 33004

**For Association:**  
OMEGA VILLAS CONDOMINIUM  
ASSOCIATION, INC.,  
1713 NW 72ND Avenue,  
Plantation, FL 33312

**For Contractor:**  
AUSTRO CONSTRUCTION INC.  
1326 Hollywood Blvd.  
Hollywood, Florida 33019

(Printed name and title)

1. **What is the primary purpose of the study?** (Please check one box)

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ENGINEERING AND  
CONSTRUCTION, INC.

INSPECTION - ENGINEERING - CONSTRUCTION  
COA# 28388 - QB# 52647

**Exhibit A**

## **SCOPE OF WORK**

**Building Restoration Project for  
OMEGA VILLAS CONDOMINIUM BUILDINGS  
1713 NW 72 Ave., Plantation, FL 33313**

1. Mobilization, Site Preparation & Interior Protection
2. Sheathing/Cladding Replacement, Wall Repairs, Structural Repairs
3. M.E.P. Procedures
4. Building Envelope
5. Grounds Procedures
6. Delivery & Punch-Out

**1. Mobilization, Site Preparation & Interior Protection**

- 1.1. Each building will be turned over to Contractor with residents occupying the homes, on a pre-agreed schedule. Safe and protected homeowner access to each home is to be maintained throughout the project.
- 1.2. Protect all interior finishes, fixtures and property, during the construction project
- 1.3. Protect all exterior fixtures and property, during the construction project
- 1.4. Erect sufficient safety barriers to secure the job site
- 1.5. Erect shoring per the Engineer prior to work
- 1.6. Stage materials and equipment at the immediate grounds of the building and designated staging areas
- 1.7. Site and staging areas shall be kept orderly and neat

**2. Sheathing/Cladding Replacement, Wall Repairs, Structural Repairs**

- 2.1. Repair 1<sup>st</sup> story CMU walls, concrete columns and beams where indicated by Engineer
- 2.2. Replace front entrance door and frame where indicated by Engineer
- 2.3. Remove and replace ALL cladding and sheathing from all exterior wood framed walls
- 2.4. Repair or replace wood framed walls where indicated by Engineer
  - 2.4.1. 2x4 framed wall sections w/ doubled studs & steel connectors where section is replaced
  - 2.4.2. 2x4 replacement / scabbing & steel connectors where section is repaired
  - 2.4.3. Provide wall insulation where needed
  - 2.4.4. Remove and replace windows in wood-framed walls where indicated by Engineer
  - 2.4.5. Replace or repair window and door opening framing where indicated by Engineer
  - 2.4.6. Replace sheathing and cladding at wood framed walls using plywood sheathing, mesh and stucco
  - 2.4.7. Provide aluminum flashing pan and sill waterproofing at windows
- 2.5. Remove and replace ALL cladding and sheathing from all exterior soffits (ceilings)
- 2.6. Repair damaged rear patio structure where indicated by Engineer
  - 2.6.1. Rafter & Beam replacements using Versalam composite beams & steel connectors
  - 2.6.2. Decking replacement where needed
  - 2.6.3. Supply dry-in at deck replacement sites (coordinate with roofer for roofing within 30 days)
- 2.7. Remove interior ceiling covering at deteriorated sites (near exterior walls) where indicated by Engineer as needed for wall repairs

- 2.8. Repair damaged roof framing structure & truss ends where indicated by Engineer using 2x scabbing and plywood gusset plates
- 2.9. Replace wall coverings & ceiling covering (drywall) – Paint ready

### **3. M.E.P. Procedures**

- 3.1. Relocate HVAC units onto pre-fab slab where indicated by Engineer
- 3.2. Install new smoke detectors per current FBC in each home (not hard-wired / 10 year battery)
- 3.3. Install GFCI in wet locations per FBC, each home
- 3.4. Provide labeling of Electrical Panels, each home
- 3.5. Provide Electrical repairs where needed on cost+ basis
- 3.6. Provide Plumbing repairs where needed on cost+ basis
- 3.7. Provide Mechanical repairs where needed on cost+ basis

### **4. Building Envelope**

- 4.1. Paint and caulk openings of the entire building envelope ground to roof
- 4.2. Metal/glass/wall sealant replacement of any existing windows and doors not replaced
- 4.3. Tenting of entire building for termite treatment by exterminator after work is complete

### **5. Grounds Procedures**

- 5.1. Remove/replace privacy fencing, back of each home where indicated
- 5.2. Remove/replace privacy fencing, front of each home where indicated
- 5.3. Repairs of any damaged sidewalks, slab on grade or paving where indicated

### **6. Delivery & Punch-Out**

- 6.1. Unit interiors delivered with paint ready walls & ceilings; unfinished floors at repair sites
- 6.2. Exterior grounds cleared of all debris
- 6.3. Walk-through with Engineers prior to turn-over (Engineer's punch list)
- 6.4. Walk-through with homeowners & management representative prior to turn-over
- 6.5. Final punch-out inspection
- 6.6. Contractor responsible for obtaining Certificate of Occupancy prior to final delivery, if needed
- 6.7. Contractor responsible for obtaining Manufacturer warranties prior to final payment of retainer

ENGINEERING AND  
CONSTRUCTION, INC.

INSPECTION

- ENGINEERING

- CONSTRUCTION

COA# 28388 - QB# 52647

## SCOPE OF WORK

**Roof Replacement Project for  
OMEGA VILLAS CONDOMINIUM BUILDINGS  
1713 NW 72nd Avenue, Plantation, FL-33313**

**1. Fascia Repairs, Sub-Fascia Repairs, and Truss-End Repairs**

**2. Roof Replacement:**

- a. Pitched Shingle Roofing**
- b. Low-Slope Roofing**

**3. Rooftop Wall Repairs**

**4. Perimeter Gutter Installation**

**1. Fascia Repair, Sub-Fascia Repairs, and Truss-End Repairs**

1.1. Repair the perimeter wood fascia, using cedar lumber or pre-approved equivalent, to match the existing profile and finish, pre-primed on all surfaces and edges, and using corrosion resistant fasteners.

1.2. Repair eave, rake, overhang and perimeter structure, as required by job conditions, indicated by Engineer, or indicated by Client, using structural lumber to match existing profile(s), and corrosion resistant fasteners.

- 1.2.1. Repair truss ends by scabbing and gusset plates as indicated in drawings
- 1.2.2. Supply wood blocking where required for fascia installation

1.3. Replace deteriorated sub-fascia as required by job conditions, indicated by Engineer, or indicated by Client, using structural lumber to match existing profile(s), and corrosion resistant fasteners.

1.4. All wood repair and replacement work product shall be furnished caulked with no open gaps and in a primed, paint condition. Paint the ENTIRE fascia with an approved exterior grade 2-coat paint system (product submittals required for approval) before gutter installation. All

edges that meet walls forming inside corners, or but joints shall be caulked with an approved exterior-grade polyurethane caulk.

- 1.5. Provide 1x2 furring strip installed at the top of the fascia for blocking of the drip edge flashing. No painting of this component required.

## 2. (a) Pitched Shingle Roofing Replacement

- 2.1. Roof replacements shall meet or exceed the minimum requirements of:

- 2.1.1. The 2020 *Florida Building Code* for HVHZ applications, RAS 115, and the NOAs furnished in this Project Manual.

- 2.1.2. Engineer's specifications, and all manufacturer's guidelines

- 2.2. The existing roofing system of each building and each portion thereof shall be removed down to the wood deck, and disposed of, including the shingle and membrane, and all flashings, and any temporary waterproofing. CONTRACTOR IS RESPONSIBLE FOR SAFE DISPOSAL OF ANY ASBESTOS CONTAINING MATERIALS

- 2.3. The existing wood deck shall be re-nailed to current *Florida Building Code* (hereon after referred to as "FBC" or "code") using 8d ring shank nails. All deteriorated sheathing shall be replaced using minimum 19/32 inch APA plywood and/or match existing profile.

- 2.4. Repair trusses and other structural members as required by job conditions, indicated by Engineer, or indicated by Client, per the project drawings. Broken or otherwise damaged trusses and structural roof members shall be repaired per Engineer's specifications. SEE TRUSS REPAIR DRAWINGS

- 2.5. Dry-in shall occur on the same day as the tear-off for each roof or each portion of each roof: Furnish and install as base sheet Tarco 30# ASTM Specification Felt per NOA No.: 18-1105.05, or pre-approved equivalent mechanically fastened to code, per FBC, RAS 115 using galvanized 1-1/4in x 3/8in head ring shank nails and tin-tags.

- 2.6. Furnish and install to code per FBC, new lead stack boots at all existing soil stack penetrations.

- 2.7. Furnish and install to code per FBC, new aluminum gooseneck vents at all existing ventilation penetrations.

- 2.8. Furnish and install to code, new 16in wide ALUMINUM valley metal per FBC and RAS 115, installed above the base sheet, fastened using galvanized 12 gauge roofing nails at 6 inch spacing.

- 2.9. Furnish and install to code, new ALUMINUM 3 inch x 3 inch drip edges per FBC, RAS 115 and RAS 111, installed above the base sheet, installed over new pressure treated 1x2 furring

strip, fastened using galvanized 1-1/4in x 3/8in head ring shank nails at 4inch staggered spacing with 4in minimum lap joints. *Peterson Kynar coated PAC-CLAD or equivalent* in standard color, with owner approval of sample for color. DRIP EDGE FLASHING PROFILE SHALL BE BENT AT THE CORRECT ANGLE SUCH THAT THE VERTICAL FACE IS VERTICAL AND IS OFFSET FROM THE FASCIA BY  $\frac{3}{4}$ " (FURRING STRIP WIDTH)

- 2.10. Furnish and install to code, new ALUMINUM (minimum) 4 inch x 5 inch L-flashing at stucco fire wall abutments, per *FBC, RAS 111 and RAS 115*, installed above the base sheet, set in approved flashing cement and attached using approved galvanized fasteners at 6 inch spacing. Counter flash using *Kynar coated aluminum counter-flashing or equivalent*, with owner approval of sample for color, and caulk bead. Counter-flashing and flashing may be field-painted as an alternative to *Kynar* coating, subject to Engineer approval of product submittal. Finished wall flashing shall be uniform in color when viewed from the ground – No caulk, fasteners, defects or blemishes shall be visible.
- 2.11. Any exposed stucco surfaces at the firewalls, resulting from the flashing and roof replacement work, shall be coated with an approved elastomeric roof coating or paint system suitable for vertical application, per submittal and approval by Engineer.
- 2.12. Furnish and install to code, new *Owens Corning VentSure Rigid Roll Ridge Vent or approved substitute* at all ridges and hips, *FBC, RAS 115 and NOA No.: 17-1107.04*.
- 2.13. Furnish and install to code, per *FBC, RAS 115 and NOA 18-1114.02, Certain Teed Architectural shingles or approved substitute*, in standard color of customer's choice, with 15 year manufacturer's warranty (130 MPH).
- 2.14. Flash transitions at other change-of-plane sites, and change-of-pitch sites, using an additional layer of self-adhered roll roofing material (peel-and-stick) per *FBC, RAS 115*.
- 2.15. Provide Manufacturer's 15 year warranty for the shingle roofing. Shingle manufacturer's representative must be notified by Contractor, and visit the site, prior, during, and after completion to witness the installation, or as otherwise required by the Manufacturer to issue the warranty. Warranties shall be delivered prior to final payment. Provide for the finished roofing system installation, a Contractor's warranty, and applicable Manufacturer's warranties for the underlayment, and other roofing system components.

## 2. (b) Low-Slope Roofing Replacement

- 2.1. Completely remove existing roofing system(s), including any insulation, over the structural roof deck and any other flat roof area of the building including parapet caps and any interior wall flashings. The entire exposed surface shall be cleaned and prepared to accept the new roofing system. The existing roofing system of each building and each portion thereof shall be removed down to the wood deck, and disposed of, including the shingle and membrane, and all flashings, and any temporary waterproofing. CONTRACTOR IS RESPONSIBLE FOR SAFE DISPOSAL OF ANY ASBESTOS CONTAINING MATERIALS

- 2.2. The existing wood deck shall be re-nailed to current Florida Building Code (hereon after referred to as "FBC" or "code"), and/or the requirements of the NOA, using 8d ring shank nails. All deteriorated sheathing shall be replaced using minimum 19/32 inch APA plywood and/or match existing profile.
- 2.3. Repair trusses and other structural members as required by job conditions, indicated by Engineer, or indicated by Client, per the project drawings. Broken or otherwise damaged trusses and structural roof members shall be repaired per Engineer's specifications. SEE TRUSS REPAIR DRAWINGS
- 2.4. Dry-in shall occur on the same day as the tear-off for each roof or each portion of each roof: Contractor to install temporary roof after the demolition of existing roof, anchor sheet shall be installed to meet or preferably exceed the wind requirement. The anchor sheet shall be hot-mopped. The temporary roof shall be watertight and shall extend a minimum 9" over the vertical walls. Unless the roofing membrane is capable of negotiating right angle bends at the vertical surfaces, a cant strip shall be used at all vertical transitions.
- 2.5. The primary roof shall be as per the attached NOA for CertainTeed Built-Up Modified Bitumen Roofing Systems over Wood Decks, Insulated, NOA 18-1127.18 INCLUDING INSULATION NECESSARY TO ESTABLISH THE POSITIVE DRAINAGE. Any approved insulation that meets the roof system requirements in the NOA can be used, however, mechanical fasteners shall be avoided. Proper slopes shall be provided through the insulation (such as tapered boards). The insulation shall be adhered to the primary roof with adhesives or other suitable means so as to provide complete adhered contact between the base course and the insulation. ALL NECESSARY FLASHING SHALL BE PROVIDED
- 2.6. Furnish and install to code per *FBC*, new lead stack boots at all existing soil stack penetrations.
- 2.7. Furnish and install to code per *FBC*, new aluminum gooseneck vents at all existing ventilation penetrations.
- 2.8. Furnish and install to code, new ALUMINUM (minimum) 4 inch x 5 inch L-flashing at stucco fire wall abutments, per *FBC*, *RAS 111* and *RAS 115*, installed above the base sheet, set in approved flashing cement and attached using approved galvanized fasteners at 6 inch spacing. Counter flash using *Kynar* coated aluminum counter-flashing or equivalent, with owner approval of sample for color, and caulk bead. Counter-flashing and flashing may be field-painted as an alternative to *Kynar* coating, subject to Engineer approval of product submittal. Finished wall flashing shall be uniform in color when viewed from the ground – No caulk, fasteners, defects or blemishes shall be visible.
- 2.9. Any exposed stucco surfaces at the firewalls, resulting from the flashing and roof replacement work, shall be coated with an approved elastomeric roof coating or paint system suitable for vertical application, per submittal and approval by Engineer.

- 2.10. Furnish and install to code, ALUMINUM cleated coping cap at rooftop CMU fire walls, per *FBC, RAS 111, RAS 120* and NOA 18-0711.16, and using approved galvanized fasteners. *Peterson Kynar coated PAC-TITE* coping in standard color, or equivalent, with owner approval of sample for color. Provide new pressure treated 2x nailer, installed to code.
- 2.11. Metal Counter Flashing: All vertical base flashings shall be covered by metal counter flashing to form a continuous watershed over the top of membrane flashing. Metal counter flashing shall extend a minimum of 3 inches over the top of the membrane flashing.
- 2.12. Mechanically fasten the top of all vertical base-flashing membranes. Fasteners shall be installed at a spacing of 8 inches on center. Choose fasteners appropriate for the substrate, based on the General Guide to Fasteners in the current edition of the NRCA Roofing & Waterproofing Manual.
- 2.13. Metal Face Securement: Hook strips (cleats) shall be installed on all metal extending over roof edges (coping metal, gravel stop/eave strip, perimeter curb metal, etc.) in accordance with recommendations in the NRCA Roofing & Waterproofing Manual. Appropriate provision shall be made in accessory metal to allow for expansion and contraction of the metal sections without interrupting the integrity of the waterproofing assembly.
- 2.14. Roof Drainage: Finished roof shall be built-up to create positive drainage to the perimeter edges, in compliance with the requirements of FBC.
- 2.15. The completed roof shall have a manufacturer's NDL warranty
- 2.16. Contractor may be required to perform a field quality control test to evaluate the system performance meeting desired specifications.

### 3. Rooftop Wall Repairs

- 3.1. Remove and replace ALL cladding and sheathing from all rooftop exterior wood framed walls
- 3.2. Repair or replace wood framed walls where indicated by Engineer as necessary due to deterioration
  - 3.2.1. 2x4 framed wall sections w/ doubled studs & steel connectors where section is replaced
  - 3.2.2. 2x4 replacement / scabbing & steel connectors where section is repaired
  - 3.2.3. Provide wall insulation where needed
- 3.3. Remove and replace windows in wood-framed walls where indicated by Engineer, using impact rated assemblies composed of vertical mullions and horizontal slider windows – PGT, Lawson, or equivalent. Installation by specialized window sub-contractor
- 3.4. Repair interior window returns at drywall (paint finish) and provide commodity marble sill as needed.

- 3.5. Replace sheathing and cladding at wood framed walls using plywood sheathing, 30# lapped underlayment, wire lath and 3-coat stucco; paint finish
- 3.6. Provide aluminum flashing pan and sill waterproofing at rooftop windows – Continuous metal flashing from window return to drip edge, forming a drip edge
- 3.7. Provide shoring inside the units if needed for wall repairs, weather wall protection, and interior protection as needed.

#### **4. Perimeter Gutter Installation**

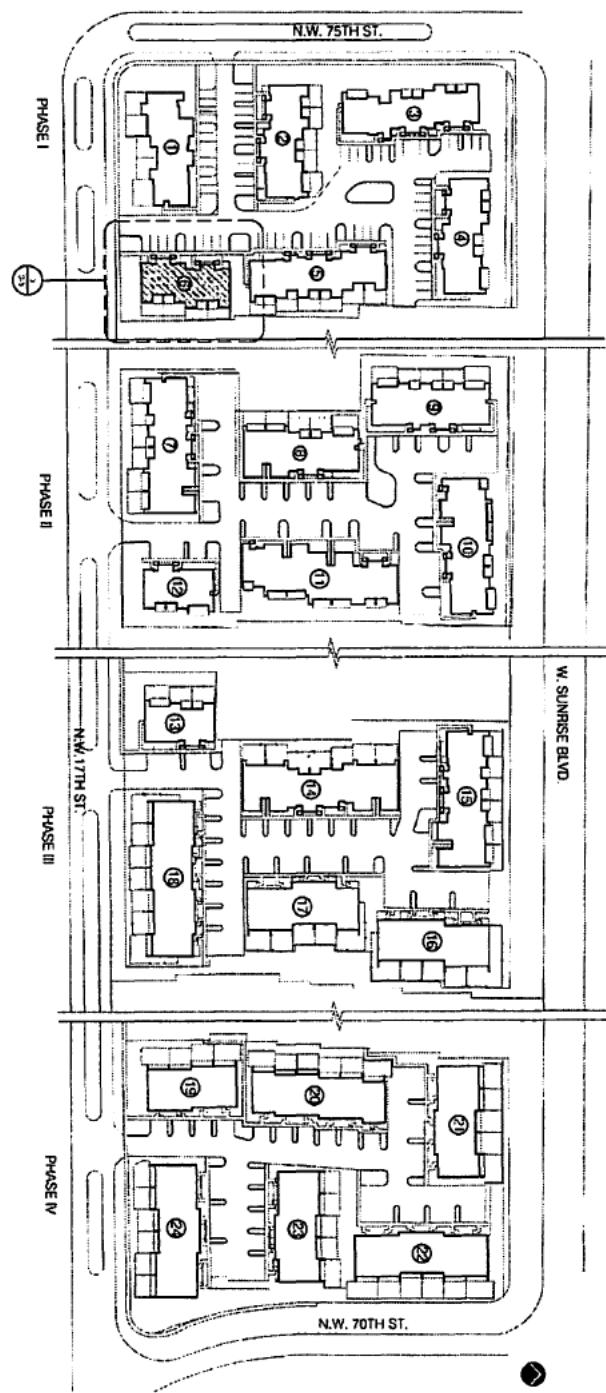
- 4.1. Furnish and install to code, 6inch aluminum continuous gutters with downspouts at all non-gable-end perimeter eaves.
- 4.2. All gutters shall be on hangers, fastened to through the fascia into the sub-fascia using corrosion resistant fasteners.
- 4.3. Provide splash blocks or extensions to channel discharge to a minimum distance of 18 inches from building foundations.

**ROOF REPLACEMENT**  
**OMEGA VILLAS - PHASE 1 -BUILDING 6**  
**UNITS 1700 -1712 NW 17TH STREET, PLANTATION, FL-33313**

**PHASE 1 - BUILDING 6**  
**OMEGA VILLAS ROOF REPLACEMENT**

S-1

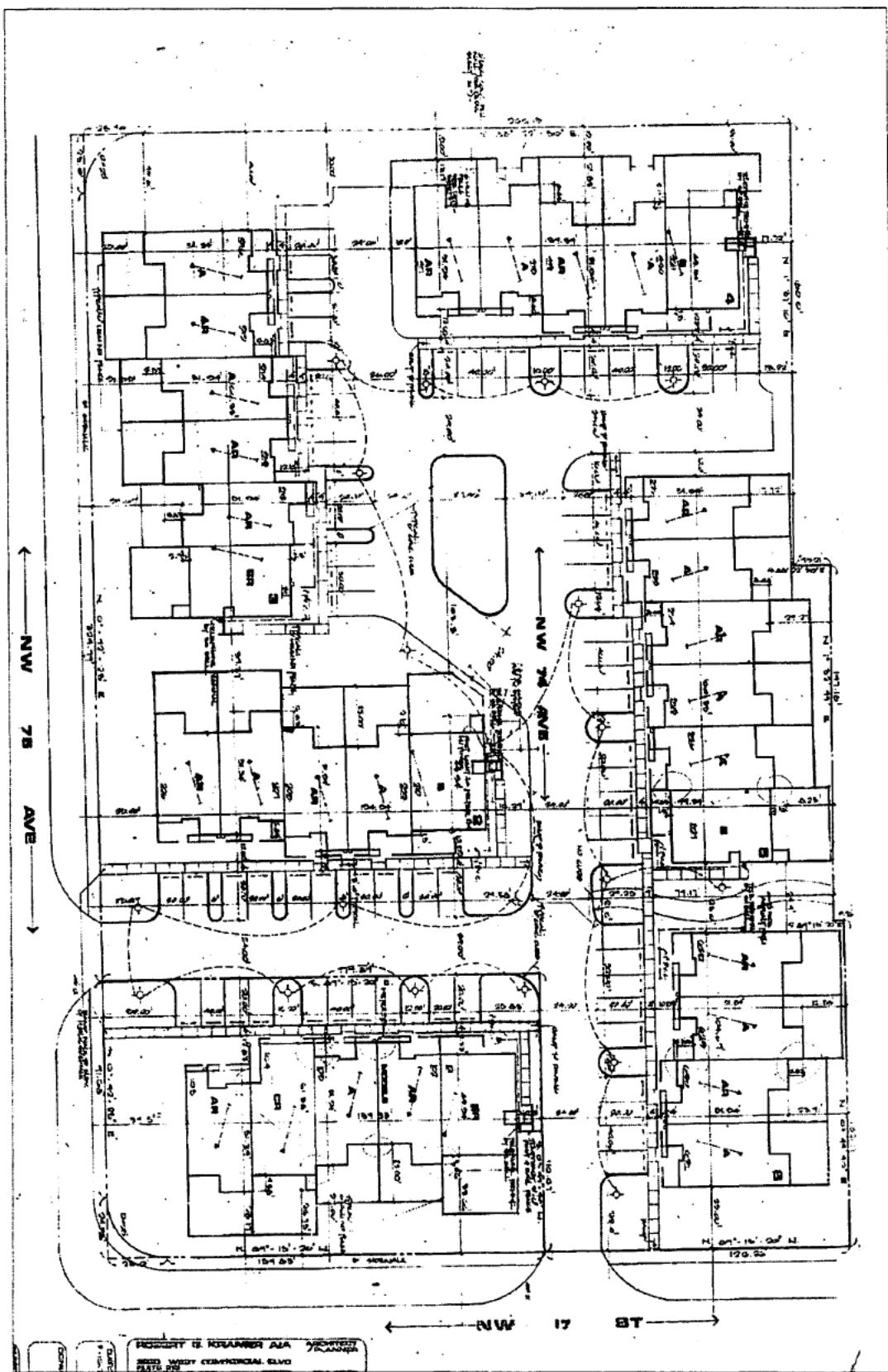
SITE PLAN



**PHASE 1 - BUILDING 6**  
**OMEGA VILLAS ROOF REPLACEMENT**

**S&D Engineering and Construction, Inc.**

 SITE PLAN PHASE 1



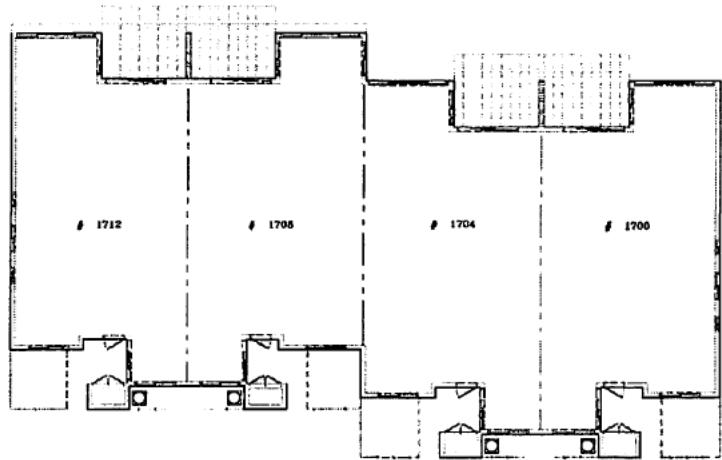
S-2A

Drawn by  
Reviewed by  
Approved by

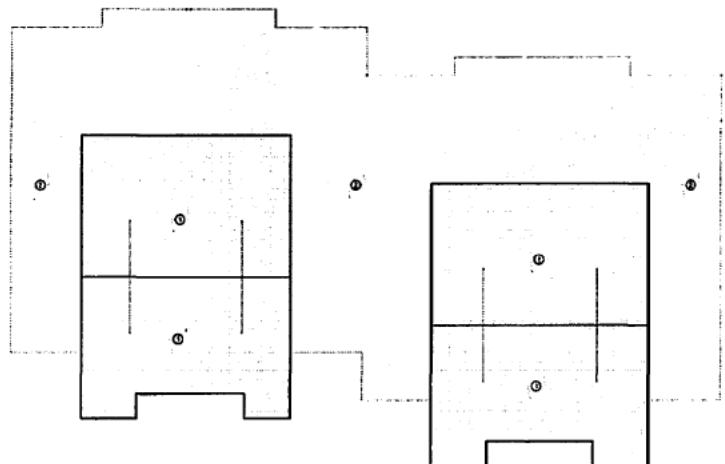
Architect  
Client Name  
Phone No.  
Email

PHASE 1 - BUILDING 6  
OMEGA VILLAS ROOF REPLACEMENT

S&D Engineering and Construction, Inc.  
1000 NW 17th Street  
Miami, FL 33127  
Phone: 305-467-4200  
Fax: 305-467-4201



1 FLOOR PLAN BUILDING # 6  
SCALE: 1/4" = 10'



2 ROOF PLAN BUILDING #6  
SCALE: 1/4" = 1'-0"

### 3) KEY NOTES

www.elsevier.com/locate/jmp

1997-1998

4 ROOF NOTES

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800-338-9944

**PHASE 1 - BUILDING 6  
OMEGA VILLAS ROOF REPLACEMENT**

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Mineral 8.5.

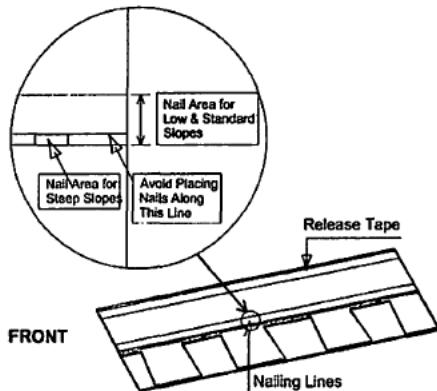
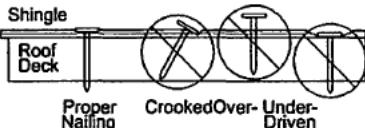
### REFERENCES

— 7 —

5-3

## SHINGLE ROOF INSTALLATION DETAILS

### SHINGLE ROOF FASTENING

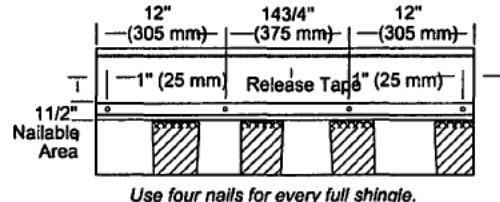


features a wider nail area and extra-strong Quadra-Bond construction.

**IMPORTANT:** For decks 3/4" (19 mm) thick or thicker, nails must go at least 3/4" (19 mm) into the deck. On thinner decks, nails must go at least 1/8" (3.2 mm) through the deck. Nails must be 11- or 12-gauge roofing nails, corrosion-resistant, with at least 3/8" (9.5 mm) heads, and at least 1" (25 mm) long.

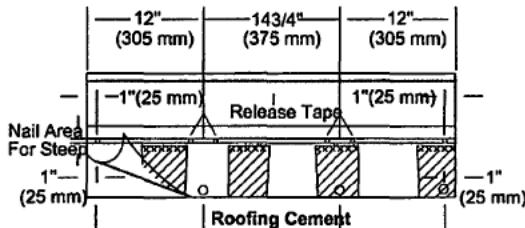
### LOW AND STANDARD SLOPE

Use four nails for every full shingle as shown below.



### STEEP SLOPE

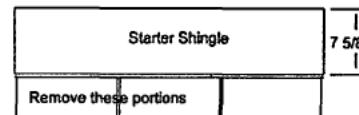
Use six nails and four spots of asphalt roofing cement for every full shingle for every full shingle as shown below. Asphalt roofing cement should meet ASTM D 4586 Type II. Apply 1" spots of asphalt roofing cement under each corner and at about 12" to 13" from each edge.



Use six nails and four spots of asphalt roofing cement on steep slopes.

### STARTER COURSE

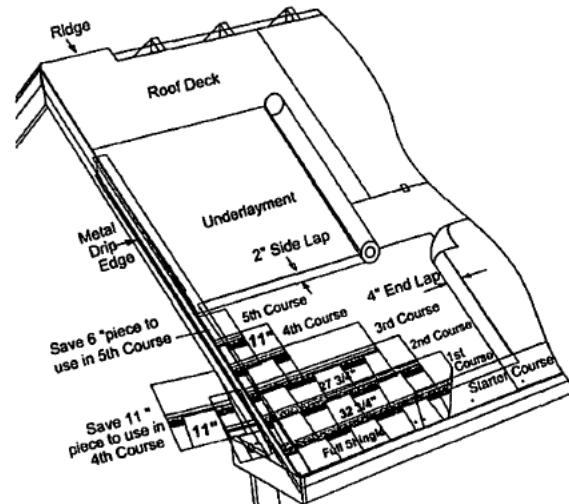
1. Use CertainTeed Swiftstart® Starter, or three-tab self-sealing shingles with the lower tab portions removed. Be sure that the starter shingles are at least 7 5/8" in height.



Make starter shingles that are 7 5/8" in height.

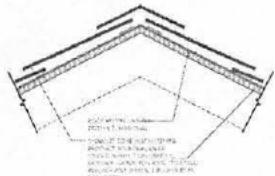
2. For the first starter, cut 6" from one side of the starter shingle.
3. Apply the remaining piece to the lower left corner of the roof. Make sure there is 1/2" overhanging the rakes and eaves if drip edge is being used. If you are not using drip edge, make the overhang 34".
4. Use full length starter shingles for the rest of the course.

1ST COURSE: Apply a full shingle at the lower left corner of the roof. Make the lower edge and left edge lie flush with the edges of the **starter course**

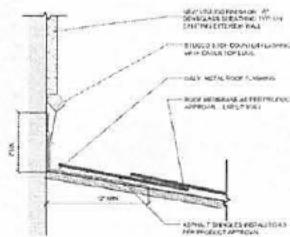


Applying the first 5 courses of Landmark .

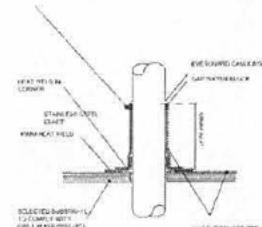
## SHINGLE ROOF INSTALLATION DETAILS



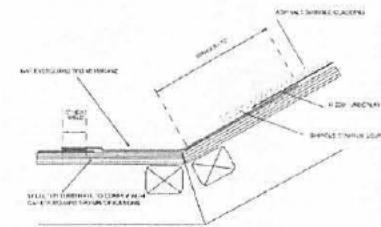
1 TYP. ROOF RIDGE DETAIL  
SCALE: 3/4"=1'-0"



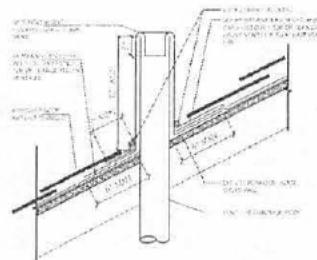
2 TYP. FLASHING AT ROOF TO WALL DETAIL  
SCALE: 3/4"=1'-0"



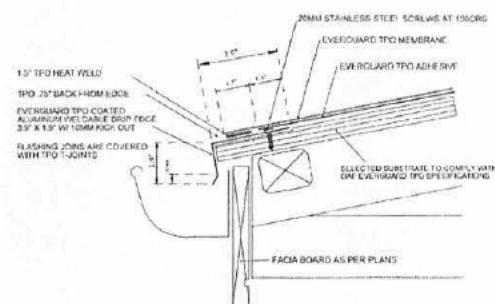
3 PIPE PENETRATION THRU TPO DETAIL  
SCALE: N.T.S.



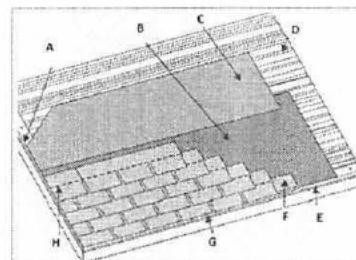
4 ASPHALT SHINGLES TO TPO DETAIL  
SCALE: N.T.S.



5 VENT THRU SHINGLE ROOF DETAIL  
SCALE: 3/4"=1'-0"



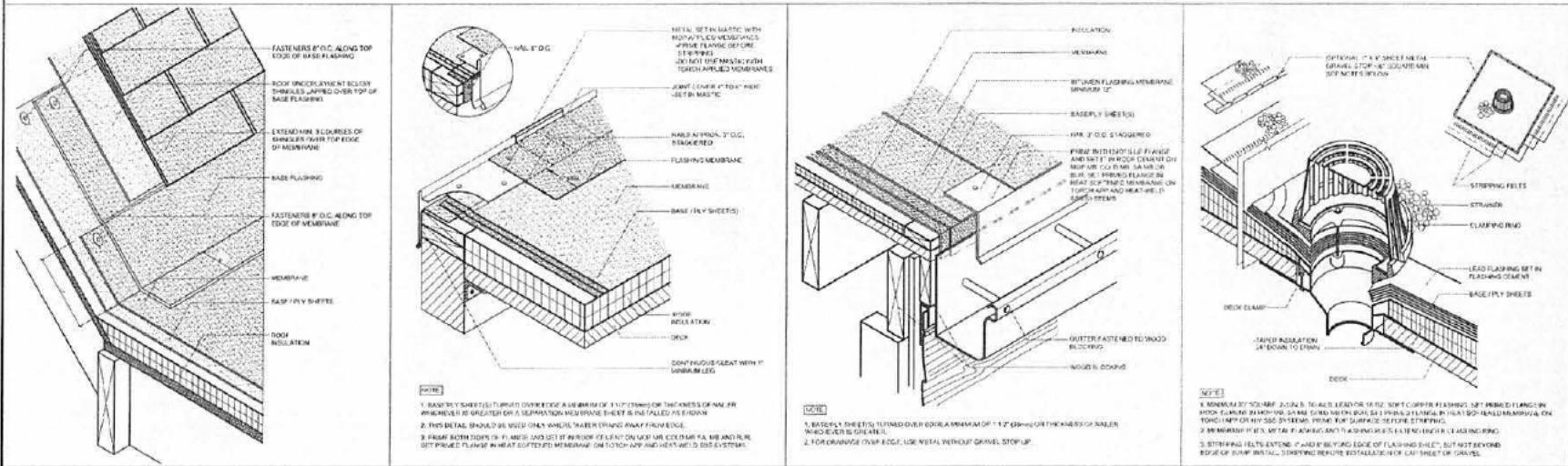
6 EDGE FLASHING AT TPO  
SCALE: N.T.S.



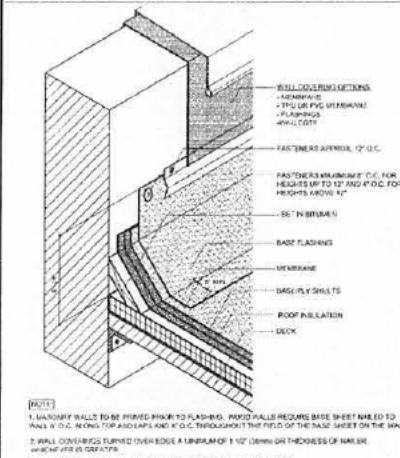
7 FLASHING LAYERS -NOTES  
SCALE: N.T.S.

- A - RAKE DRIP EDGE
- B - BITUMINOUS MEMBRANE
- C - FELT UNDERLayment
- D - EXISTING DECKING MATERIAL
- E - STARTER STRIP
- F - STARTER STRIP
- G - SHINGLES OVERHANG DRIP  
EDGE  $\frac{1}{4}$ " TO  $\frac{3}{4}$ "
- H - SELF - SEALING ADHESIVE

## FLAT ROOF INSTALLATION DETAILS



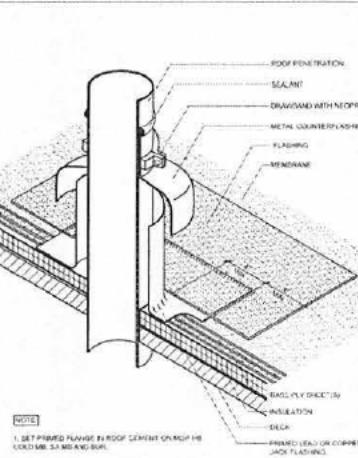
1-1000  
LOW SLOPE ROOF TO STEEP SLOPE SHINGLE ROOF TIE-IN DETAIL  
SCALE: 34'-0"



3. REFER TO DETAIL MIN-BUR-1 FOR ALTERNATE WALL FLASHING METHOD.
4. FASTEN BASE FLASHING APPROXIMATELY 6" O.C. FOR HEIGHTS UP TO 12" AND 4" O.C. FOR HEIGHTS UP TO 24".

ALTERNATE HIGH PARAPET WALL DETAIL  
SCALE: 3'-0" - 1:6

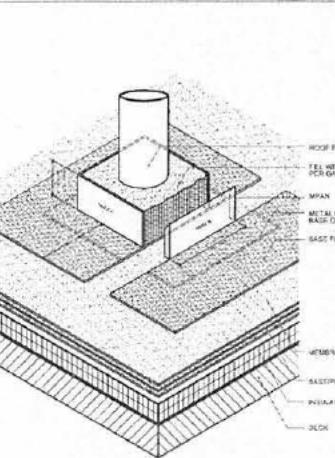
1/8" FLAT EDGE FLASHING DETAIL  
SCALE: 3/4" = 1'-0"



2. SET PRIMED FLANGE IN HEAT SOFTENED UHMWPE ON TORCH APP OR HM SBE SYSTEMS.

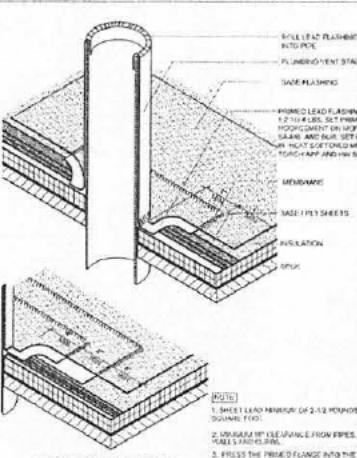
ALTERNATE ROOF PENETRATION FLASHING DETAIL

PERIMETER CUTTER DETAIL



MPAN FLASHING DETAIL

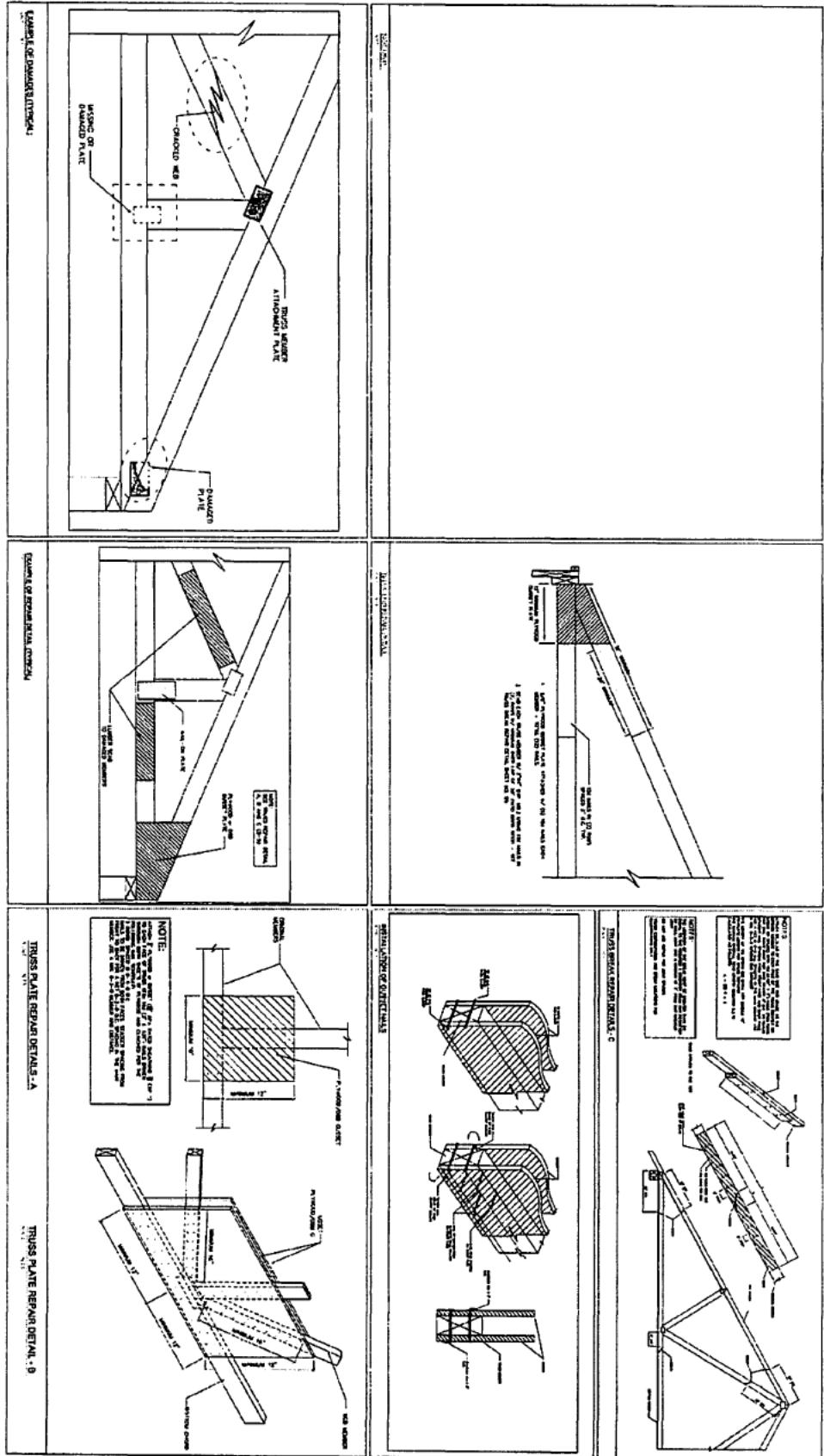
ROOF DRAIN DETAIL



PREFERRED 2 PLY ALTERNATE

VENT STACK FLASHING DETAIL

1 TYPICAL TRUSS REPAIR DETAILS  
SANDWICH

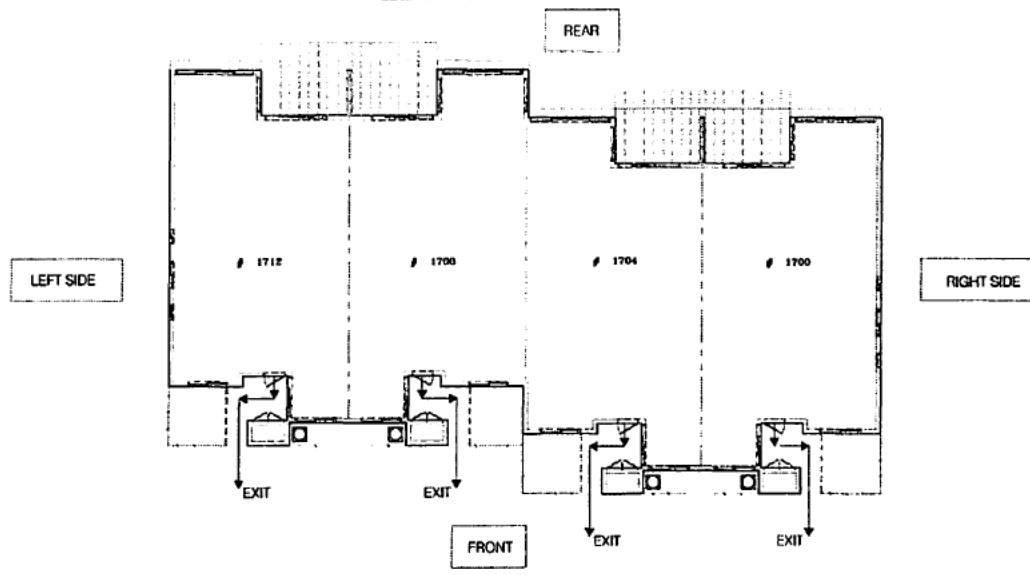


1  
SANDWICH  
S-6

PHASE 1 - BUILDING 6  
OMEGA VILLAS ROOF REPLACEMENT  
UNITS 1700 - 1710 11TH STREET, PLANTATION, FL 33319

S&D Engineering and Construction, Inc  
1611 18TH ST. #200  
POMPANO BEACH, FL 33309  
248.594.2200  
Fax: 248.594.2441

**EXITS WILL NOT BE BLOCKED DURING THE ROOF REPAIRS**



## BUILDING #6 FIRE & SAFETY PLAN

## FIRE SAFETY FLOOR PLAN

SCALE MTS.

## **FIRE SAFETY NOTES**

34.1. BBS

PROTECTION OF PEDESTRIANS		
HEIGHT OF CONSTRUCTION	DISTANCE FROM CONSTRUCTION TO EXIT	TYPE OF PROTECTION REQUIRED
Up to 10 ft	Up to 5 ft	Concealed height
	5 ft or more	None
More than 10 ft	Up to 10 ft	Exterior and exterior height
	Up to 10 ft, but no more than twice the height of construction	Exterior and concealed visibility
	More than 10 ft, but between one-half and one-half the height of construction	Exterior
	More than 10 ft, but less than one-half the height of construction	None

# S&D Engineering and Construction, Inc.

PHASE 1 - BUILDING 6  
**OMEGA VILLAS ROOF REPLACEMENT**

S-7

S-7

# OMEGA VILLAS 40 YEAR CERTIFICATION PHASE 1

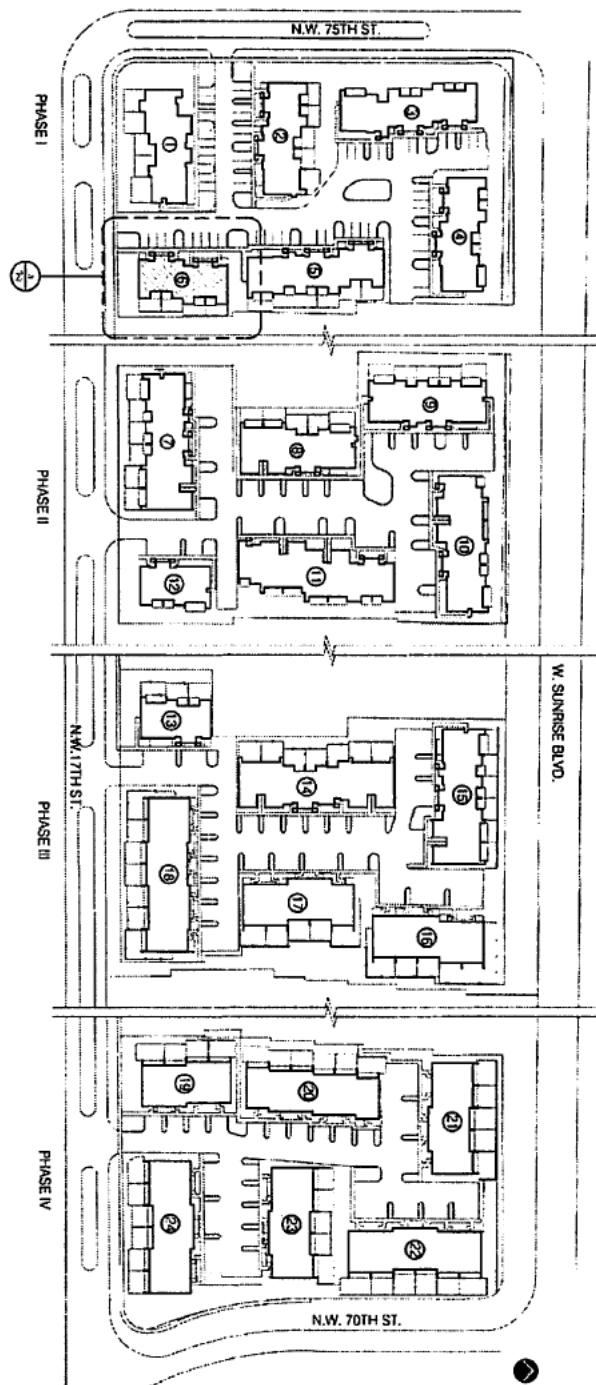
UNITS 1700 -1712 NW 17TH STREET, PLANTATION, FL-33313

## BUILDING 6

GENERAL NOTES	WOOD FRAMING NOTES	DEMOLITION NOTES	DRAWING INDEX
<p>1. CONTRACTOR SHALL MAKE A SITE VISIT PRIOR TO SUBMITTING A SIGHT FOR THE PROJECT. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE SITE EXISTING CONDITIONS.</p> <p>2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED FOR RESTORATION.</p> <p>3. ALL WORK PERFORMED UNDER THE CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF THESE PLANS &amp; ACCORDINGLY, PROJECT SPECIFICATIONS &amp; ALL REFERENCES CITED IN THIS PROJECT SPECIFICATION ARE CONTRACT WITH THE OWNER SHALL GIVE A WRITTEN OVERLAY REQUIREMENT SPECIFYING THE MEANS OF MEASUREMENT &amp; INVESTIGATION AS SET FORTH BY THE DIMINISH STATED IN THE CONTRACT.</p> <p>4. THESE NOTES ARE INTENDED TO ADD CLARIFICATION &amp; SUPPLEMENT PROJECT SPECIFICATION &amp; ARE NOT TO BE CONSIDERED AS SPECIFICATIONS. SEE PROJECT SPECIFICATIONS ADDITIONAL REQUIREMENTS TO THESE NOTES.</p> <p>5. ANY &amp; ALL SAFETY REQUIREMENTS TO BE STRICTLY ADHERED TO METHODS OF CONSTRUCTION &amp; INSTALLATION OF STRUCTURAL ELEMENTS &amp; CONSTRUCTION MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR.</p> <p>6. THE CONTRACTOR SHALL MAINTAIN A "NO SMOKING" SITE. EXCEPT FOR THE USE OF SAW MATERIALS THE SIGHT FOR CONSTRUCTION SHALL BE KEPT FREE OF ALL RELEASABLE DUST. SHEDDING OF SAW MATERIALS IS PROHIBITED UNLESS APPROVED BY THE CONTRACTOR.</p> <p>7. AS PART OF PERMIT CONDITIONS, THE CONTRACTOR MAY BE REQUIRED TO EMPLOY COA FRAMING DEBRIS CONTROL MEASURES SUCH AS FENEST &amp; OTHER DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY PROJECT-RELATED DEBRIS LOCATED OUTSIDE THE PROJECT SITE UNLESS APPROVED BY THE CONTRACTOR.</p> <p>8. THE CONTRACTOR SHALL MAINTAIN ALL APPROPRIATE STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS. EXH-5 REQUIREMENTS.</p> <p>9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPORT INCIDENTS, TO THE ENGINEER AND ALL UNEXPECTED OBSTACLES OR OBSTRUCTIONS, DESIGN CONCRETE, CARS, PIPELINES, TAXES OR ARTIFACTS IDENTIFIED DURING CONSTRUCTION.</p> <p>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS OR LEAKS DUE TO THE PROJECT CONSTRUCTION &amp; FOR THE REPAIRS OF ANY PROJECT-RELATED PLANS &amp; SPECIFICATIONS. IF ANY REPAIRS TO THE PLANS ARE DEFERRED NECESSARY BY THE CONTRACTOR, THE CONTRACTOR SHALL SUBMIT PROPOSED CHANGES IN WRITING TO THE ENGINEER FOR APPROVAL.</p> <p>11. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE AREA OF CONSTRUCTION PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN THE EVENT PROJECT ELEMENTS CONFLICT WITH UTILITIES.</p> <p>12. THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT, STAGING, PALFORTS, &amp; OTHER TEMPORARY STRUCTURES AT THE COMPLETION OF THE PROJECT.</p> <p>13. IF DURING PROJECT CONSTRUCTION ANY DAMAGE TO STATE, LOCAL OR FEDERAL INFRASTRUCTURE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS AND RESTORATION OF THE ACTIVITIES RELATED TO THIS PROJECT. REPAIRS SHALL BE MADE BY THE CONTRACTOR &amp; APPROVED BY THE ENGINEER.</p> <p>14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL CONDITIONS &amp; ENVIRONMENTAL &amp; BUILDING PERMITS CONCERNING &amp; COMPLIANT TO RELEASING REQUIREMENTS.</p> <p>15. CONTRACTOR SHALL NOT IMPED OR INTERRUPT VAPOR ACTIVITIES ALONG THE BAY AWAYER.</p>	<p>1. ALL WOOD FRAMING MATERIAL SHALL BE TAFFCADED DRY AND USED AT 15% MAXIMUM MOISTURE CONTENT. ALL FRAMING STRENGTH REQUIREMENTS FOR ALL MATERIAL SHALL BE IN ACCORDANCE WITH THE 2018 EDITION OF THE IBC, EXCEPT AS NOTED ON SHEET S-1.</p> <p>2. ALL STUD AND WALL FRAMING SHALL BE THINNY OF THE FOLLOWING: A. NO. 2 GRADE SOUTHERN PINE (2X4, 2X6, 2X8, 2X10, 2X12, 2X14, 2X16, 2X18, 2X20, 2X24, 2X28, 2X30, 2X32, 2X36, 2X40, 2X48, 2X52, 2X56, 2X60, 2X64, 2X68, 2X72, 2X76, 2X80, 2X84, 2X88, 2X92, 2X96, 2X100, 2X104, 2X108, 2X112, 2X116, 2X120, 2X124, 2X128, 2X132, 2X136, 2X140, 2X144, 2X148, 2X152, 2X156, 2X160, 2X164, 2X168, 2X172, 2X176, 2X180, 2X184, 2X188, 2X192, 2X196, 2X200, 2X204, 2X208, 2X212, 2X216, 2X220, 2X224, 2X228, 2X232, 2X236, 2X240, 2X244, 2X248, 2X252, 2X256, 2X260, 2X264, 2X268, 2X272, 2X276, 2X280, 2X284, 2X288, 2X292, 2X296, 2X300, 2X304, 2X308, 2X312, 2X316, 2X320, 2X324, 2X328, 2X332, 2X336, 2X340, 2X344, 2X348, 2X352, 2X356, 2X360, 2X364, 2X368, 2X372, 2X376, 2X380, 2X384, 2X388, 2X392, 2X396, 2X400, 2X404, 2X408, 2X412, 2X416, 2X420, 2X424, 2X428, 2X432, 2X436, 2X440, 2X444, 2X448, 2X452, 2X456, 2X460, 2X464, 2X468, 2X472, 2X476, 2X480, 2X484, 2X488, 2X492, 2X496, 2X500, 2X504, 2X508, 2X512, 2X516, 2X520, 2X524, 2X528, 2X532, 2X536, 2X540, 2X544, 2X548, 2X552, 2X556, 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1 OMEGA VILLAS SITE PLAN  
KOLI DESIGN

5-2



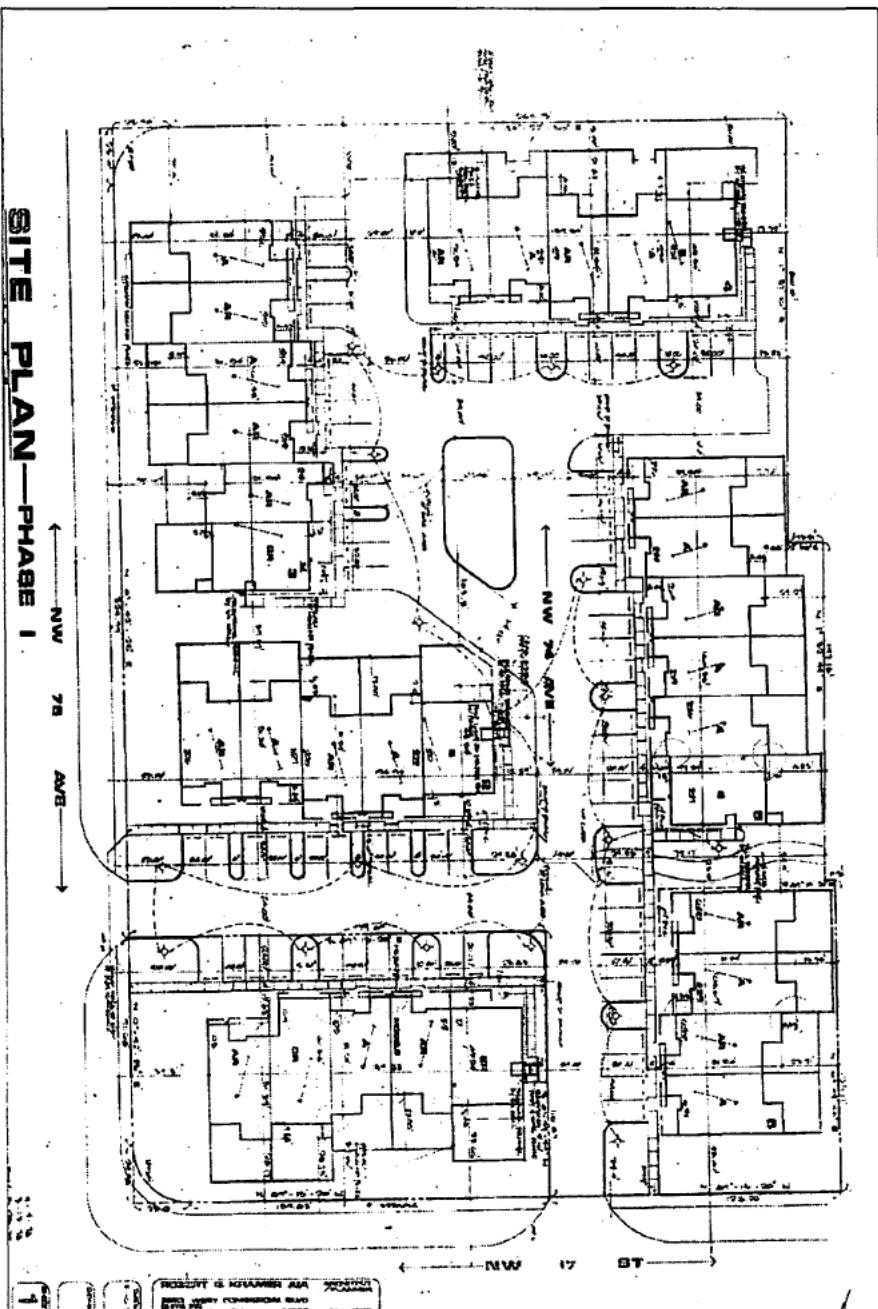
PHASE 1 - BUILDING 6  
**OMEGA VILLAS (40) YEAR CERTIFICATION**  
UNITS 1708-1712 NW 77TH STREET, AVENTURA, FL 33160

S&D Engineering and Construction, Inc  
501-100-3400 FAX: 305-931-2000  
1001 NW 77TH STREET, AVENTURA, FL 33160  
CERTIFIED 2004 2006

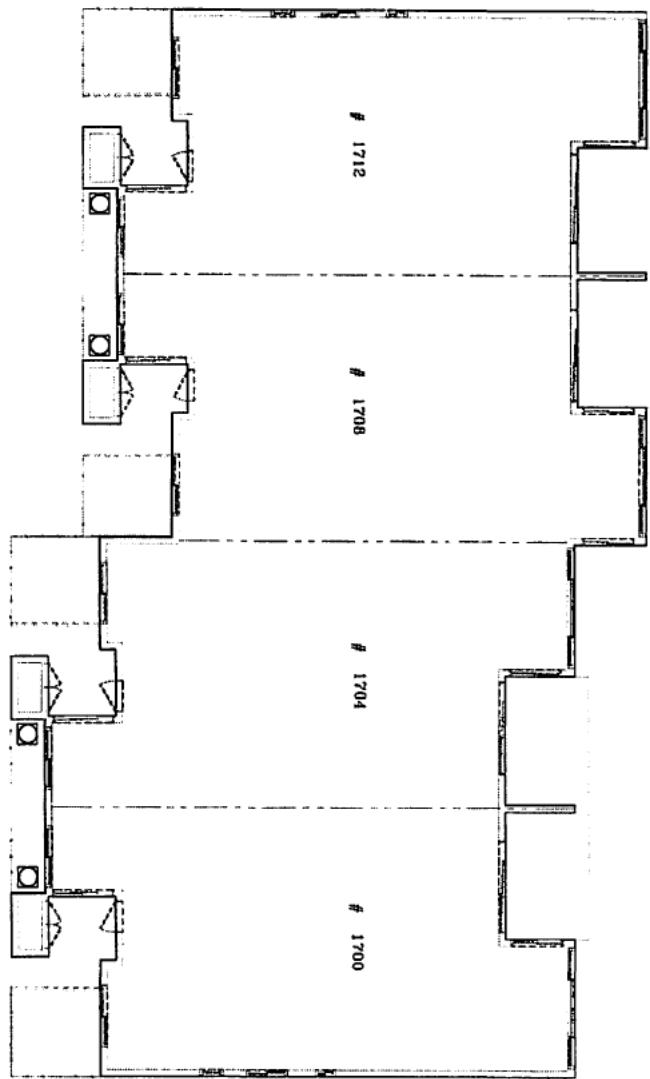
5-2

1  
1/4" = 100'

OMEGA VILLAS PHASE I SITE PLAN



**1**  
BUILDING FLOOR PLAN  
LAUREL, MARYLAND

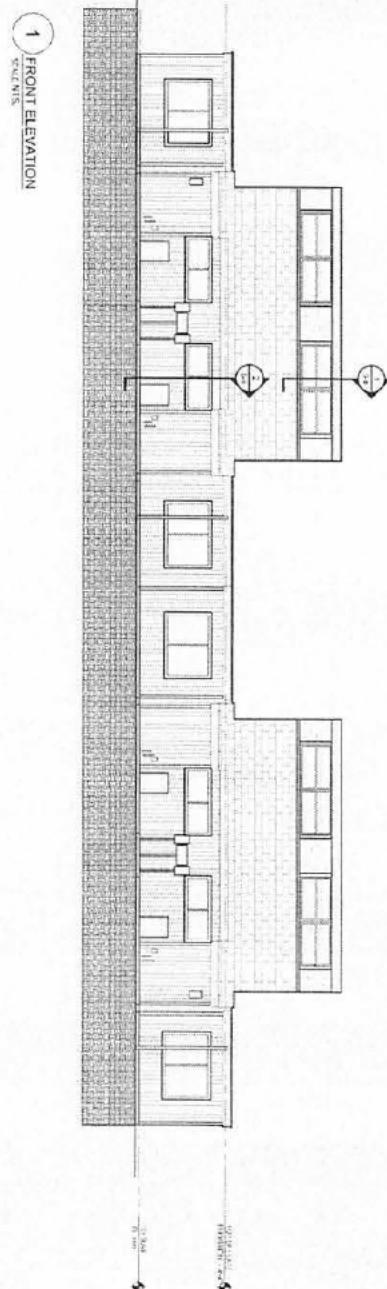


2 KEY NOTES

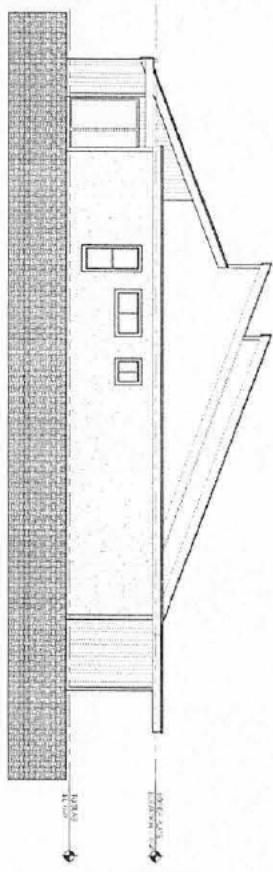
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**PHASE 1 - BUILDING 6**  
**OMEGA VILLAS (40) YEAR CERTIFICATION**

S&D Engineering and Construction, Inc.



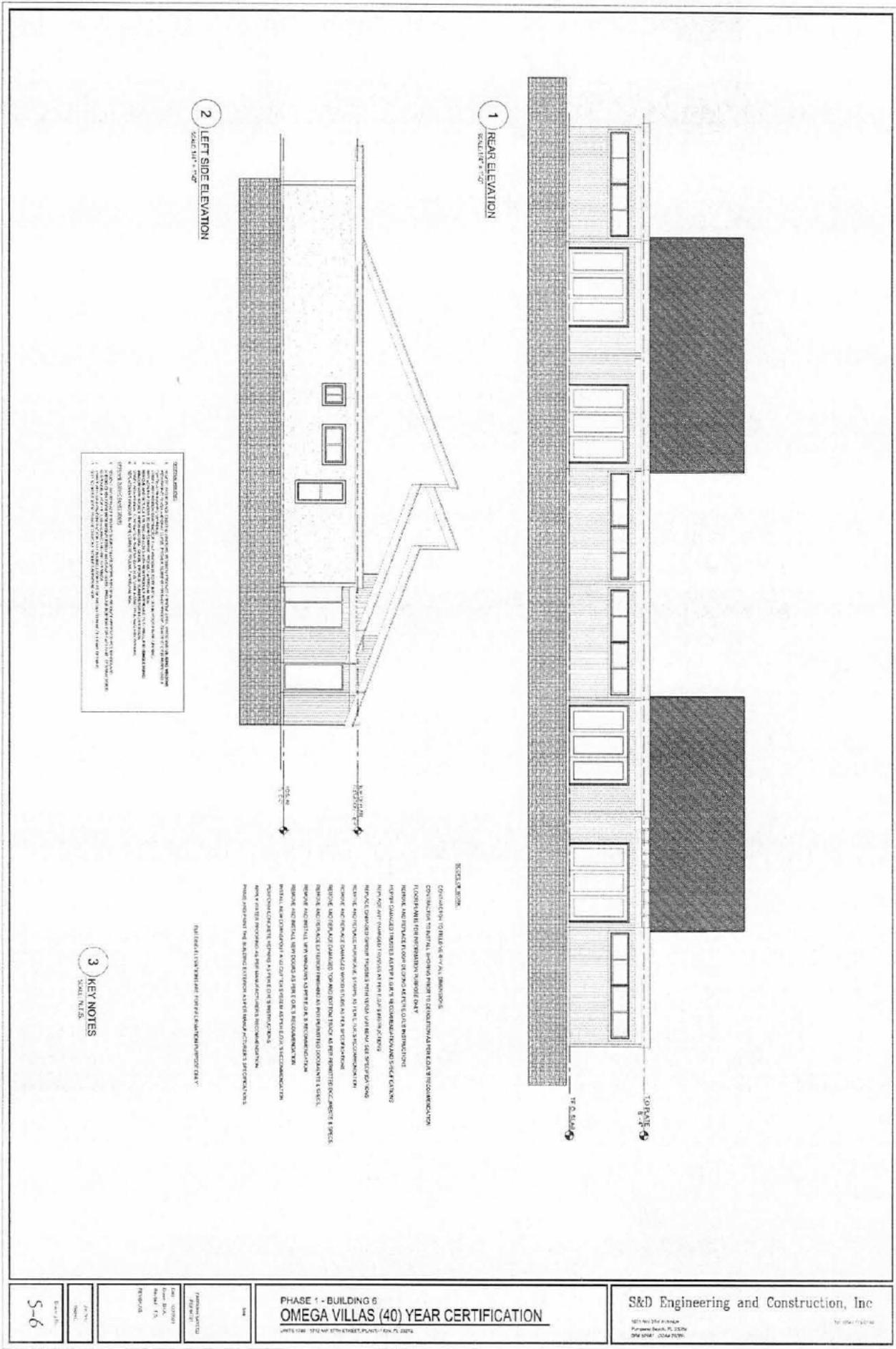
1 FRONT ELEVATION  
VOLUNTS.



2 RIGHT SIDE ELEVATION  
VOLUNTS.



3 KEY NOTES  
VOLUNTS.

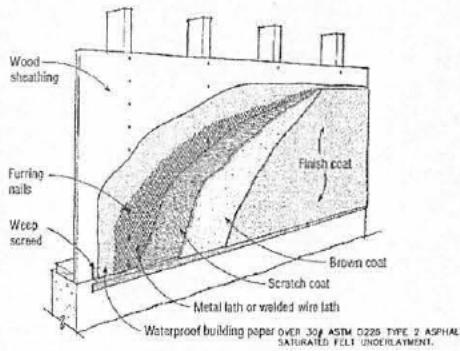


**PHASE 1 - BUILDING 6**  
**OMEGA VILLAS (40) YEAR CERTIFICATION**

S&D Engineering and Construction, Inc.

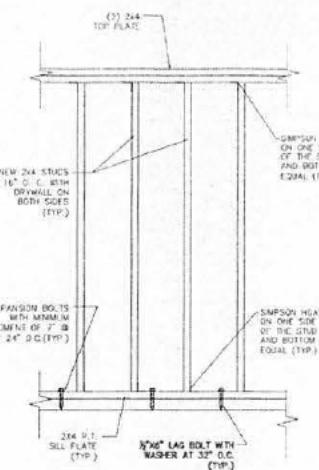
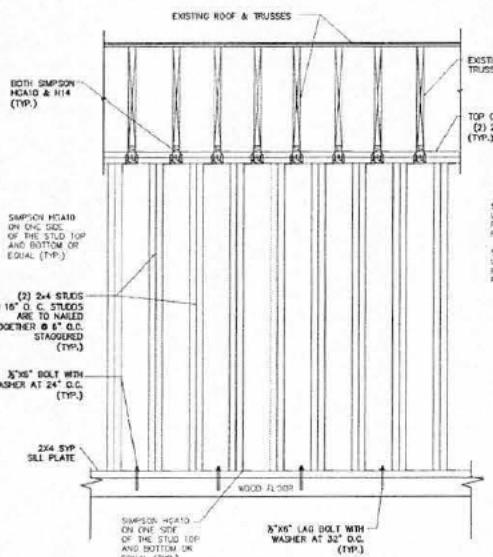
5-6

FIGURE 1-29 Three-Coat Stucco

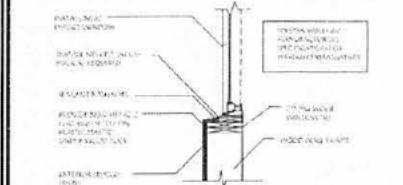


Traditional three-coat stucco is applied about  $\frac{1}{2}$  inch thick over metal lath, which creates a space for water to drain out through the weep screen along the foundation. The drainage plane is essential since stucco itself is relatively porous.

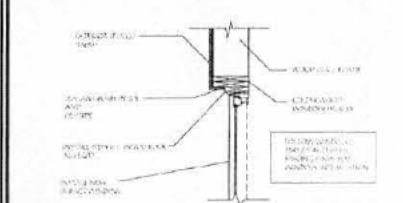
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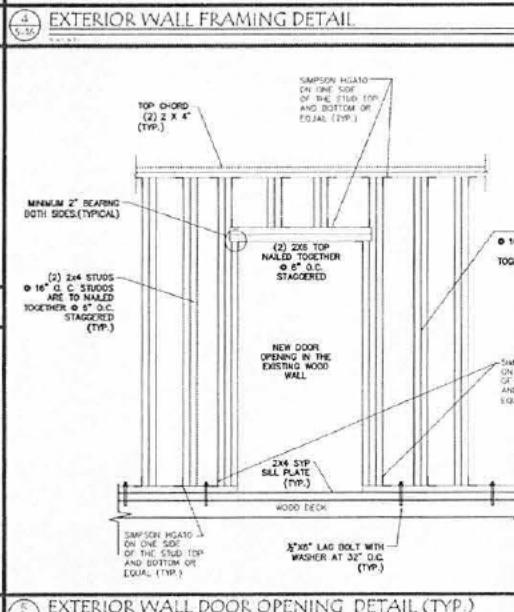
1 STUCCO INSTALLATION DETAIL (TYP.)



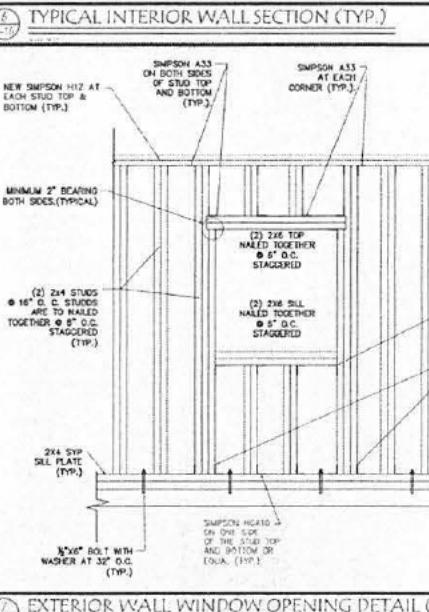
2 WINDOW SILL DETAIL (TYP.)



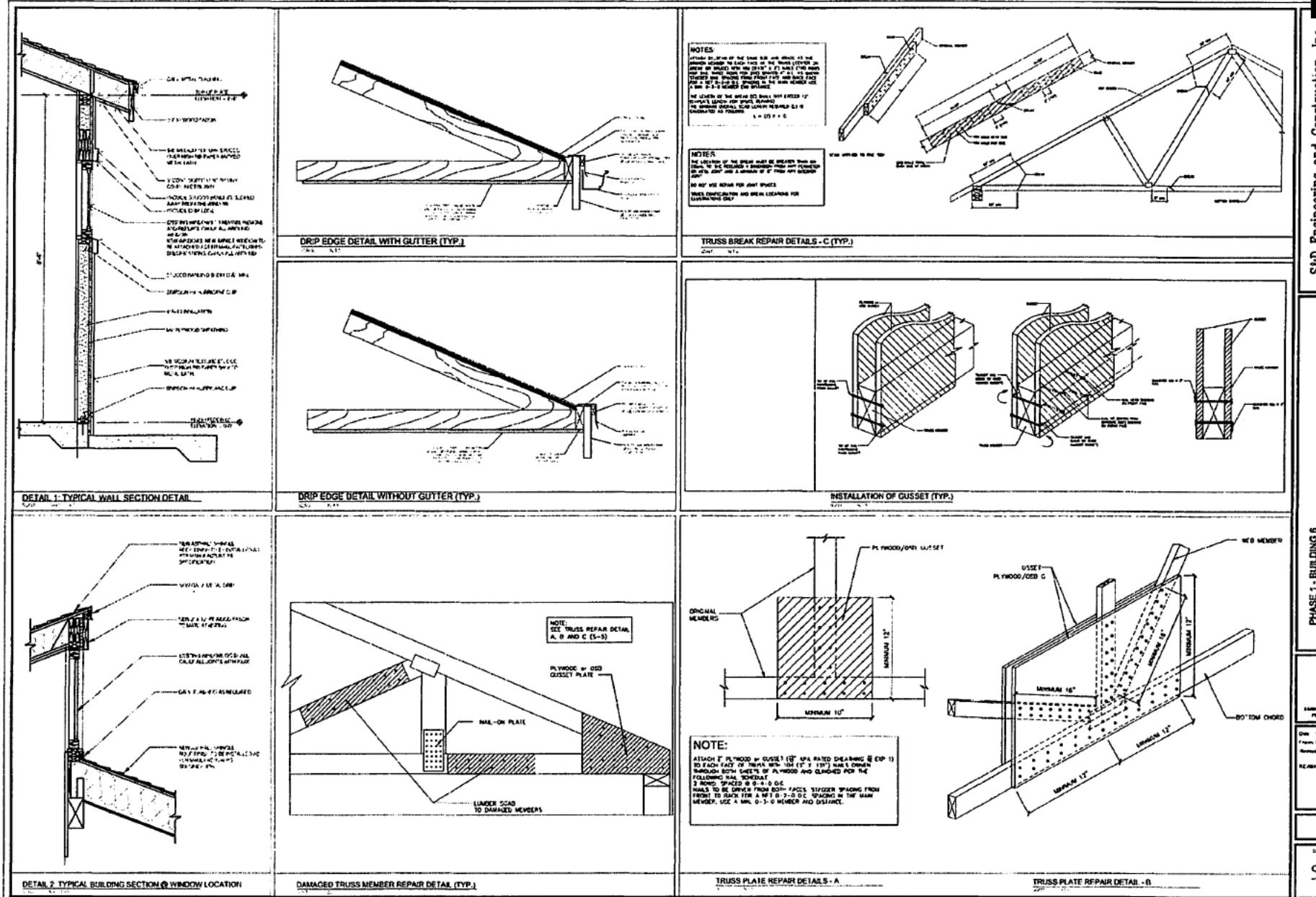
3 WINDOW HEAD DETAIL (TYP.)



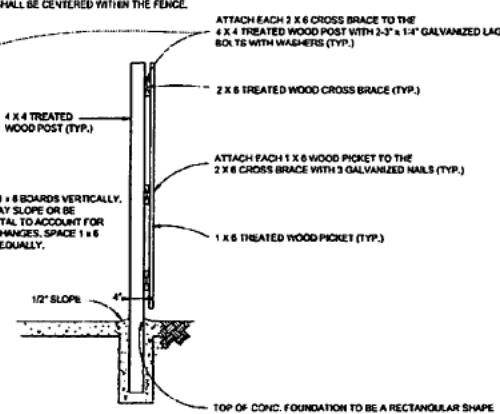
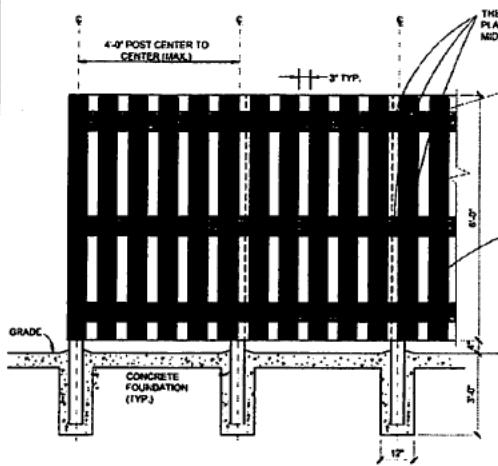
4 EXTERIOR WALL DOOR OPENING DETAIL (TYP.)



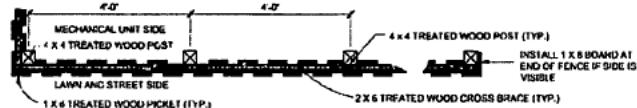
5 EXTERIOR WALL WINDOW OPENING DETAIL (TYP.)



### FENCE DETAIL

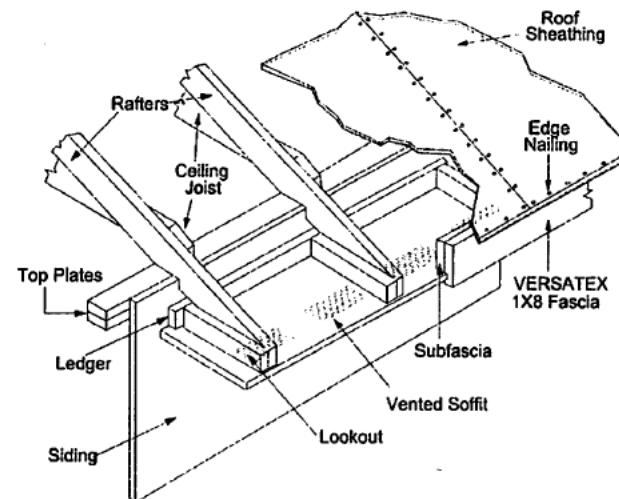
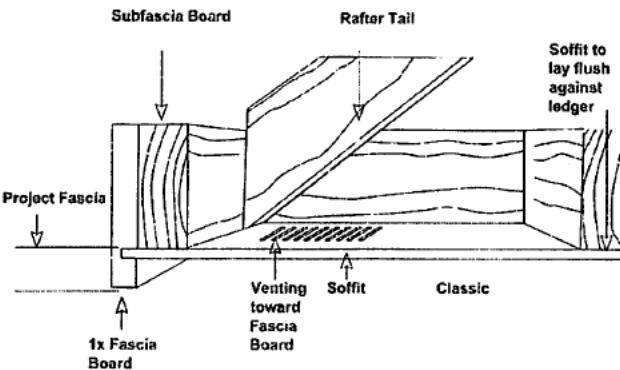


### ELEVATION



### SECTION

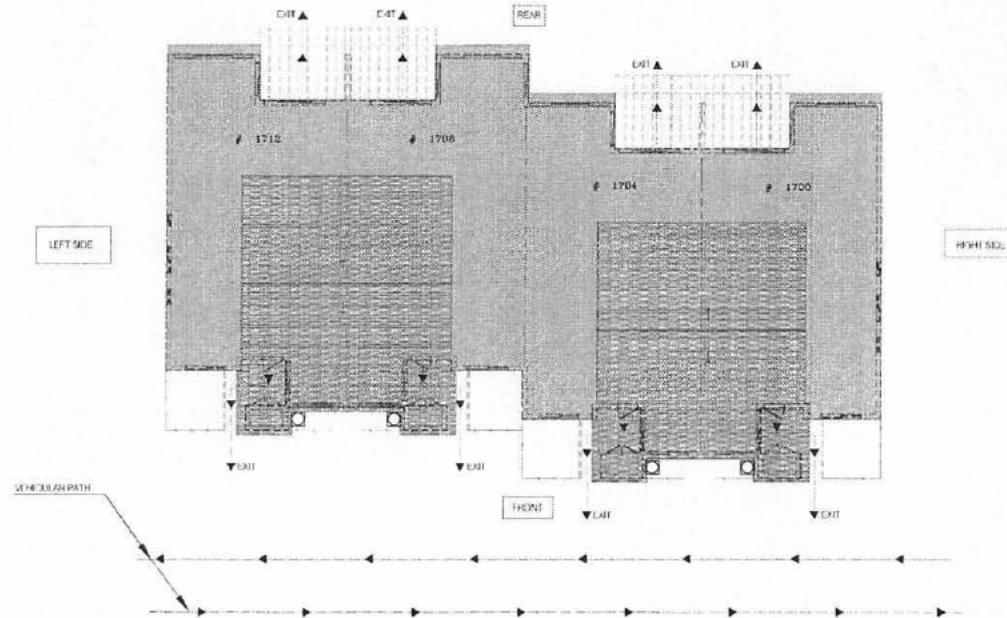
### SOFFIT / FASCIA DETAIL



### PI WOOD FENCE

- ALL SURFACES OF WOOD FENCES SHALL BE FINISHED IN THE SAME MANNER WITH THE SAME MATERIALS ON BOTH SIDES TO HAVE AN EQUAL OR BETTER-QUALITY APPEARANCE WHEN SEEN FROM ADJOINING PROPERTIES OR PUBLIC RIGHT-OF-WAY.
- THE STRUCTURAL SUPPORTS FOR WOOD SHALL FACE INWARD TOWARD PROPERTY. MAXIMUM HEIGHT FOR A WALL OR FENCE IN A FRONT STREET SETBACK AREA SHALL BE (4) FOUR FEET. INTERIOR RESIDENTIAL LOTS, MAXIMUM HEIGHT FENCE INSIDE AND REAR SETBACK AREAS SHALL BE (6) SIX FEET.
- WOOD FENCES SHALL BE CONSTRUCTED OF DECAY AND TERMITE-RESISTANT MATERIAL AS SPECIFIED IN FDC SECTION 2328
- WOOD FENCE SHALL BE DESIGNED ACCORDING TO THE LOADS AS SPECIFIED IN FBC SECTION 2328
- 4'-0" WOOD FENCE SHALL HAVE EXCELS 4'-0" O.C. PT WOOD POST SPACING
- THE POST SHALL BE EMBEDDED 7'-0" INTO A CONCRETE FOOTING 10" IN DIAMETER
- HORIZONTAL FRAMING SHALL CONSIST OF A MINIMUM OF 3 HORIZONTAL RAILS OF 2" X 4" P.T. MATERIAL AND SHALL BE FASTENED WITH 2 LED NAILS AT EACH POST.
- ALL LUMBER SHALL BE A MINIMUM OF #7 GRADE OR BETTER.
- ALL FASTENERS SHALL BE CORROSION RESISTANT
- PFC MANUFACTURED SECTIONS MAY NOT COMPLY WITH THIS CODE. PRODUCT APPROVAL MAY BE REQUIRED.

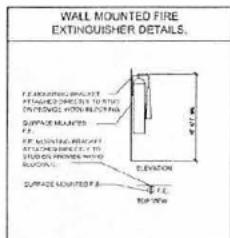
## BUILDING #6 FIRE & SAFETY PLAN



## FIRE SAFETY FLOOR PLAN

SCALE N.T.S.

EXITS WILL NOT BE BLOCKED DURING THE ROOF REPAIRS



PROTECTION OF PEDESTRIANS		
HEIGHT OF CONSTRUCTION	DISTANCE FROM CONSTRUCTION TO 10 FT. LINE	TYPE OF PROTECTION REQUIRED
8 feet or less	Less than 5 feet	Guard rail or fence
	5 feet or more	None
More than 8 feet	Less than 5 feet	Guard rail and guardrail enclosure
	5 feet or more, but not over 8 feet, measured at the height of construction	Guard rail Guardrail enclosure
	5 feet or more, but between the 8 feet and the height of construction	Guard rail
5 feet or more, measured at the height of construction		None

#### FIRE SAFETY NOTES

SCAFFLE 473

S&D Engineering and Construction, Inc

144

1000 1001

UMEGA VILLAS (40) 1

PHASE 1 - BUILDING 6  
OMEGA VII AS (10) YEAR CERTIFICATION

## OMEKA VILLAS (4U) 1 YEAR CERTIFICATION

344

1922-23  
1923-24  
1924-25

1

S-1

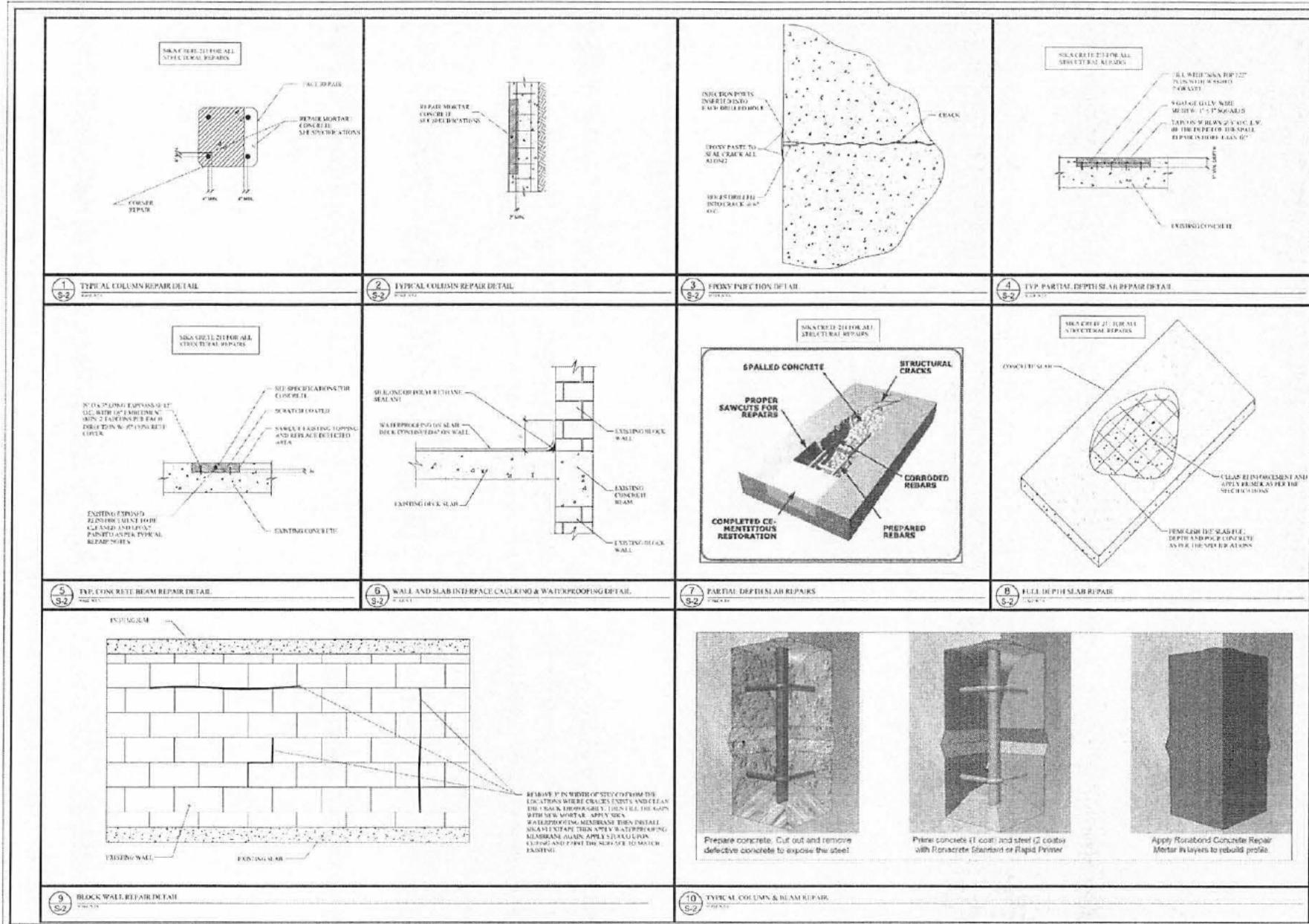
CONCRETE REPAIR NOTES & SPECS

## **EPOXY MATERIAL REQUIREMENTS**

SHAWINIGAN GAS INC., ACTED BY ITS CORPORATION  
FOR THE WHOLE OF ITS PROPERTY IN THE FOLLOWING MANNER, IN ALL ITS UNDERTAKINGS  
SHAWINIGAN GAS INC., ACTED BY ITS CORPORATION

PHASE 1 - BUILDING 6  
**OMEGA VILLAS (40) YEAR CERTIFICATION**

S&D Engineering and Construction, Inc.







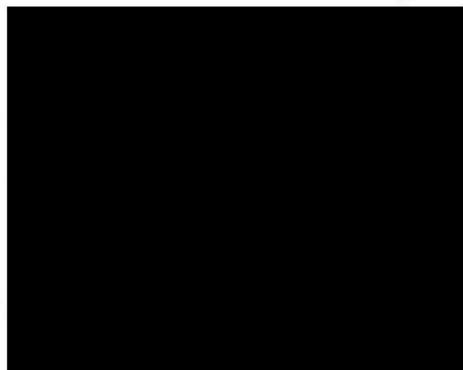
1326 Hollywood Blvd  
Phone: 954-347-5884 - levy@austroconstruction.com  
CCC1331717- CGC1527023

**Omega Villas Condominium Association  
1713 NW 72<sup>nd</sup> Avenue  
Plantation, FL 33313**

**SCOPE OF WORK:**

SHINGLE, FLAT ROOF, 1<sup>st</sup> & 2<sup>nd</sup> FLOOR PROPOSAL

**May 02, 2023**



## **SCOPE OF WORK**

### **SHINGLE ROOF SCOPE OF WORK**

- All work to be performed as per Miami Dade and local building codes and requirements
- Remove existing roof to the plywood deck
- Haul away debris (company dump trucks) and clean all area
- Replace all rotted wood (4x8 plywood sheets or planks) and all new Skylights.
- Install #30 mechanically fastened with tin cap and 1 1/4" ring shank nails by Miami Dade approval
- Install 3x3 galvo-aluminum drip edge around perimeter
- Furnish and install Miami Dade approved Owens Corning Dimensional Shingles
- Clean job site, haul away remaining debris
- Roof final with building department.

### **FLAT ROOF SCOPE OF WORK**

- Remove existing flat roof
- Replace any rotted wood
- Install Tapered ISO 1/4" slope and 1/4" Dens Deck simultaneously mechanically fastened over entire flat roof
- Install 1-layer of vapor-rated secondary water barrier applied over the isolation
- Install 3x3 cladded aluminum drip edge
- Install one layer of Mule-Hide 60 mill TPO mechanically fastened as per Miami Dade building code
- Clean job site, haul away debris
- Roof final with building department

### **1<sup>st</sup> FLOOR SCOPE OF WORK (all 1<sup>st</sup> floor phases)**

- Remove existing façade
- Replace all rotted stud
- Install new insulation
- Install moisture barrier
- Install ply-wood (5/8" pressure treated)
- Install 15lb water barrier (or similar)
- Install Hardie Board (4x8x1/4")
- Prime and paint, color supplied by owner.

*(By engineering specs and requirements of the 40 year certification)*

### **2<sup>nd</sup> FLOOR SCOPE OF WORK (all 2<sup>nd</sup> floor phases)**

- Remove existing façade
- Replace all rotted stud
- Install new insulation
- Install moisture barrier
- Install ply-wood (5/8" pressure treated)
- Install 15lb water barrier (or similar)
- Install Hardie Board (4x8x1/4")
- Prime and paint, color supplied by owner.

*(By engineering specs and requirements of the 40 year certification)*

*Warranties: Flat roof 20 years NDL (no dollar limit to owner); Shingles 20 years labor and material.  
Permit cost not included, paid by owner; Any engineering or testing not included (if required by building department).  
Does not include electrical, plumbing, and mechanical. Does not include replacement of any windows, sliding glass doors, and doors.*

*Electricity and water for this Scope of Work is supplied by Omega Villas.*

Initial

14/08-04-2023

## PAYMENT TERMS

Payment Terms: Contractor shall be paid the full contract price based upon the following schedule.

<b>ROOFING + 2ND FLOOR STRUCTURE</b>					
Roofing + 2nd Floor Structure (all that is needed for 40 year cert) by engineering specs (Not including electric, plumbing, mechanical, and permit costs)					
<b>1ST FLOOR STRUCTURE + INTERIOR</b>					
Includes the following: - 1st Floor Structure (all that is needed for 40 year cert) - Interior Repairs (Drywall, Finishing, Painting, Floors, Ceiling where needed) By engineering specs (Does NOT including electric, plumbing, mechanical, permit costs, windows or sliding glass doors)					
<b>PAYMENT SCHEDULE</b>					
Payment Type	Unit Price	Quantity	Amount	Retainage	Pay
Initial 10% by Signing			\$ 485,000.00	None	\$ 485,000.00
Payment Per Building	\$ 181,875.00	24	\$ 4,365,000.00	\$ 436,500.00	\$ 3,928,500.00
Final Payment Retainage					\$ 436,500.00
				<b>TOTAL</b>	<b>\$ 4,850,000.00</b>
<b>OPTIONAL WORK</b>					
Type	Quantity	Unit Cost	Total Cost		
Remove and replace Decoration Banding (around windows, doors etc.) PRICE IS PER PHASE	4	\$ 60,000.00	\$ 240,000.00		
Remove and replace Trellisis (around windows, doors etc.) PRICE IS PER PHASE	4	\$ 80,000.00	\$ 320,000.00		
		<b>TOTAL</b>	<b>\$ 560,000.00</b>		



Exhibit C

DATE (MM/DD/YYYY)

8/17/2023

## CERTIFICATE OF LIABILITY INSURANCE

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		CONTACT NAME: Certificate Department
Acentria Insurance- Sunrise 1607 NW 136th Ave, Suite B -200 Sunrise FL 33323		PHONE (A/C, No. Ext): 954-731-5566
		E-MAIL ADDRESS: wfr.certificates@acentria.com
		FAX (A/C, No): 954-731-8438
INSURED		INSURER(S) AFFORING COVERAGE
Austro Construction, Inc. 1326 Hollywood Blvd Hollywood FL 33019		INSURER A: Burlington Insurance Company
		INSURER B: American Interstate Insurance Company
		INSURER C: United Specialty Insurance Company
		INSURER D:
		INSURER E:
		INSURER F:
AUSTR-1		NAIC #
		23620
		31895
		12537

## COVERAGES

CERTIFICATE NUMBER: 1462788244

## 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	ADD'L SUBR INS'D WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY	Y	631BG0509902	9/26/2022	9/26/2023	EACH OCCURRENCE	\$ 1,000,000			
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X 5.000					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person)	\$ 5,000			
	AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY	\$ 1,000,000			
	ANY AUTO					GENERAL AGGREGATE	\$ 2,000,000			
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					\$			
C	UMBRELLA LIAB	X OCCUR CLAIMS-MADE DED <input type="checkbox"/> RETENTION S	Y	BTN2310587	8/17/2023	9/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$		
	EXCESS LIAB						BODILY INJURY (Per person)	\$		
	DED <input type="checkbox"/> RETENTION S						BODILY INJURY (Per accident)	\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	AVWCFL3136152022	11/18/2022	11/18/2023	EACH OCCURRENCE	\$ 2,000,000		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE	\$ 2,000,000		
								\$		
							X PER STATUTE	OTH-ER		
							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)

The interest of Omega Villas Condominium Association, Omega Villas Condominium Association's Agent and Engineer is included as Additional Insured when required by written contract subject to policy terms and conditions. Excess Liability is follow-form and comes down over the underlying General Liability and Workers Compensation coverage.

## CERTIFICATE HOLDER

## CANCELLATION

Omega Villas Phase I,II,III, IV 1713 NW 72 Ave Plantation FL 33313	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 

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