

January 19, 2024

PROPOSAL# 23-272

PROPOSAL/CONTRACT

Village at Dadeland Condominium
C/o: Maycol Vindell – Property Manager
7440 SW 82nd Street
Miami, FL 33143
E: maycol.vindell@fsresidential.com

RE: Village at Dadeland Condominium Exterior Repair Program

Restore Construction Group, Inc. ("Contractor"), a Florida Corporation, submits the proposed Contract to **Village at Dadeland Condominium** ("Customer") at **7440 SW 82nd Street Miami, FL 33143** to perform services and to provide services described under "Scope of Work" below ("the Work") Restore Construction Group, Inc. will provide the following:

SCOPE OF WORK

- Mobilize project to perform referenced Scope of Work including all necessary materials, tools, equipment, protection, labor and supervision.
- All work to be performed per **O&S Associates & Architects** Specifications dated **November 13, 2023** of the **Two-Hundred and Two (202) Page** inspection - engineering- construction document with **One (1) Page** addendum #1 dated **December 18, 2023**
- Demobilize and clean work area.

PRICE

See attached bid form

NOTE: If proposal is itemized for your review, values are based on performing all items as one project. If any one item is rejected, all pricing will be subject to change.

ENGINEERING AND PERMIT FEES

Any and all engineering and permit fees will be the responsibility of the Owner.

PAYMENT TERMS

We require Mobilization, Permits, General Condition and Bond Fees upon Contract signing. A 30% material deposit including paint is due on all specialty order items. Progress payments are due as invoiced and the balance due upon completion. If payment is not received in the allotted time frame, a 1.5% monthly late fee will apply until paid.

CONTRACTORS PROVISIONS

The following provisions shall be considered as part of our bid proposal and take priority over any language in the bid documents that deviate from these conditions. For repair items in bid list where repair pricing is requested on a "unit of measure" basis, the following applies unless otherwise specified in the engineer's specifications:

- Partial deck repair; includes up to a maximum 3" depth.
- Overhead repair; includes up to a maximum 3" depth.
- Edge repair; includes up to a maximum of 8" back into slab.
- Column/ wall / beam repairs; includes up to a maximum 3" depth.
- Stucco replacement; includes up to a maximum 3/4" depth repair.

As per EPA Guidelines, this contractor is obligated to test any surfaces in the work area for lead. Should the testing come back positive for lead or any other harmful contaminants, the cost of remedial work is not included in this proposal.

If Applicable: Please note that the unit prices are based upon estimated quantities which could vary significantly plus or minus, except Lump Sum Items. Concrete repair is to be performed in accordance with ICRI standards and recommendations. Restore Construction Group, Inc. cannot be held responsible for any items broken or damaged due to vibration or any water intrusions. The owner is to provide water and electric at no cost to the Contractor. The Contractor will not be responsible for any roof damages, landscaping located under or around the work area, asphalt parking area, sliding glass doors, window screens, vertical blinds or any type of window systems. The owner will remove any personal property and vehicles out of the work area before work commences. Restore Construction Group, Inc. will not be held responsible for interior damage, any floor coverings such as tile, carpet, etc., that may be damaged as a result of the work. Please note Restore Construction Group, Inc. will only be held responsible for negligent damages for the items outlined above. All permits (Right of Way, Maintenance of Traffic, including overhead protection and parking meters, and Building) will be billed at cost + \$800.00 expediting fee + 20% margin per permit.

Where Great Expectations are Only the Beginning

The Engineer will determine negligent damages. Please take note that the Engineer will perform inspections on all phases of the work and any possible damages deemed "negligent" will need to be addressed in the written inspection reports documented by the project Engineer. If the items were not previously documented as negligent damage in the Engineering reports, then the items will be considered non negligent damages. Restore cannot be held responsible for any utilities damaged due to buried or embedded lines, connections or junctions. The contract amount will be based upon unit cost indicated for the actual amount of concrete repair performed. Lump

sum and unit cost bids shall include all material, labor, equipment, shoring, scaffolding, and clean-up, unless it is specifically identified otherwise, by issuing separate pricing for the above-mentioned items. In the event of a discrepancy between the amount shown in both words and in figures above, the amount shown in words shall govern. If the Contract is terminated for Owners breach of non-payment, the Owner cannot file any type of claim against the surety. Please also note, in the event of a conflict between these provisions and any other contract document, this document shall govern above all others. Owners to provide any touch-up paint as necessary at no cost to the Contractor.

WARRANTY PROVISIONS

We will provide any manufacturer warranties of the products we install where offered. In most cases small repairs are not offered a warranty by either the manufacturer or Restore Construction Group, Inc. The maximum limit of our warranty for performance on concrete repair and stucco painting is five (5) years from date of substantial completion. The painting of any metal surfaces warranty by Restore Construction Group, Inc. is one (1) year from date of substantial completion. Floor Coatings will have a one-year warranty, unless otherwise specified. The Warranty is contingent upon the Owner making payments in accordance with the agreement. The surety will cover the Warranty for a period of one-year maximum.

TIME TO COMPLETE

We propose to be substantially complete within **SEVEN-HUNDRED AND THIRTY (730) CALENDAR DAYS** and achieve final completion **THIRTY (30) CALENDAR DAYS** later. Please note if the quantities outlined in the scope of work increase, then additional time will be required to complete the project.

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION

CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED

CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

LICENSING AND INSURANCE

We are a State Certified Licensed General Contractor and carry liability coverage and complete Workman's Compensation Insurance, as required by law.

This proposal will be automatically withdrawn if not accepted within thirty (30) days. If you have any questions, please do not hesitate to contact this office and we shall respond accordingly.

As Agreed, Upon By:

Restore Construction Group, Inc.

Date

Village at Dadeland Condominium

Date

Where Great Expectations are Only the Beginning

(P) 954-985-5353 (F) 954-585-5356 *www.rcg-us.com * License # CGC 1515037
2411 SW 58th Terrace West Park, FL 33023

5 YEAR WARRANTY

[DATE OF FINAL COMPLETION]

[PROJECT NAME]

[PROJECT ADDRESS]

Restore Construction Group, Inc. ("RCG") warrants the concrete restoration, painting of masonry and any waterproofing work performed by it under the contract signed by [PROJECT NAME] for [TYPE OF WORK], on [CONTRACT DATE] is free from defects in installation and workmanship under conditions of ordinary wear, for a period of (5) five years from the date of this letter. The warranty for the painting of any metal surfaces or touch up painting is for a period of (1) one year from the date of (FINAL COMPLETION). To make a claim under this warranty, you must provide written notice of the claim to RCG within the applicable warranty period, which notice must be delivered by hand delivery, or mailed by United States Certified Mail, Return Receipt Requested, postage prepaid within seven (7) days of discovery of the circumstance giving rise to the warranty claim ("Notice"), time being of the essence. Upon receipt of your timely written warranty claim, RCG will schedule an inspection for the purpose of verifying your warranty claim. This Warranty includes all labor and materials required to perform repairs of proven defects in material, installation and workmanship under conditions of ordinary wear.

Any Defective Work and materials verified by RCG will be corrected at no cost to you. Should RCG fail or refuse, due to its own fault, to commence and continue to correct such verified Defective Work and materials, if any, within twenty (20) days from the date of the above-referenced inspection, you may, upon ten (10) additional days written Notice and time to cure, pursue legal action to enforce this warranty.

Additionally, it is specifically acknowledged, understood and agreed that additional considerations are necessitated due to the current Supply Chain Crisis and COVID pandemic; including, without limitation, governmental and quasi-governmental agencies delays; suspensions and interruptions of work and/or services that are in place or scheduled; as well as the restrictions on the working environment, construction means and methods; material shortages, and delays; and size and proximity of work forces and worker productivity that are expected to continue as a result thereof. Accordingly, should the current Supply Chain Crisis, COVID pandemic, or any other pandemic(s), viruses, variant, declared National, State and/or Local Emergencies, supply chain issues impact RCG's ability to perform under this Warranty, RCG shall be entitled to an increase in the Time to so perform (without any charge to you).

RCG will not under any circumstances be responsible for damages which are caused by: acts of God; abnormal or abusive use and wear; building alterations repairs, alterations, testing, damage or destruction by anyone other than RCG; or failure by Owner or its agents, employees or contractors to follow any recommended or industry standard maintenance or cleaning procedures.

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2411 SW 58th Terrace West Park, FL 33023



Any work, repairs, alterations, testing, damage or destruction of or to any repaired area by someone other than RCG shall void this warranty as to that repaired area. RCG will not be held responsible for incidental, special or consequential damages with respect to the installation and workmanship covered by this warranty, including but not limited to loss of use of premises while repairs are being done, which includes any source of income loss, time loss, and inconvenience created by repairs covered under a warranty claim. Please note that if there are any due and owing monies that were not paid and left pending that this warranty will be voided.

When performing repairs of proven defects in installation and workmanship under this warranty, RCG reserves the right to replace such material with commercially reasonable substitute material. Any claim against this warranty is contingent upon proper Notice and full payment for all work performed.

We are confident in our work and do not expect you will have to call upon a warranty repair. If we can be of any assistance to you, please do not hesitate to contact us.

Sincerely,

Restore Construction Group, Inc.

Where Great Expectations are Only the Beginning

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2411 SW 58th Terrace West Park, FL 33023

BIDDER'S NAME _____

SECTION 00 20 00 - BID FORM

**Concrete & Waterproofing Repair Program
Village at Dadeland Condominium
7440 SW 82nd St
Miami, FL 33143**

TO: **Village at Dadeland Condominium**
7440 SW 82nd St
Miami, FL 33143

ATTN: MAYCOL E. VINDELL

FROM: (Bidder) _____
(Address) _____
(City, State, Zip) _____

Operating as (*strike out conditions that do not apply*) an individual, a company, a corporation organized and existing under the law of the State of _____, or a proprietorship, a partnership, or joint venture consisting of _____. Bidder (is/is not) registered to do business in the State of Florida.

The undersigned declares that he has successfully completed projects similar in magnitude, conditions and scope under similar conditions throughout the past 5 years as demonstrated in the attached Qualifications Statement.

The undersigned hereby declares that he has carefully examined all bidding and contract documents, and hereby proposes and agrees to provide all supervision, labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all the work described by the aforesaid documents for the restoration of the referred project, for the lump sum consideration of (BASE BID TOTAL):

Four-Million Four-hundred Eighty-Nine Thousand Seven-Hundred Thirty-Six Dollars and Sixty Cents DOLLARS

(\$ 4,489,736.60 Dollars)

The sum of work items above includes all applicable taxes.

BIDDER'S NAME Restore Construction Group, Inc

COMPLETE TABLE - Refer to Section 00 43 22 "Unit Quantity Work" for specific requirements.

W.I. #	Description	Contract Quantity	Units	Unit Price		Extension
	GENERAL CONDITIONS:					
0.1	Mobilization/Demobilization/Generation Conditions (Maximum 6%)	1	LS		=	\$ 382,756.74
0.2	Site Protection and Engineering Access	1	LS	\$ 38,275.67	=	\$ 38,275.67
0.3	Permits (Reimbursed at Direct Costs)	1	LS		=	At Cost Plus \$800 Expediting Fee
0.4	Scaffold / Wall Access	1	LS	\$ 153,102.70	=	\$ 153,102.70
0.5	Payment / Performance Bonds	1	LS	\$ 4,401,702.55	=	\$ 88,034.05
	Performance Bond rate		%	2%		
				SUBTOTAL	=	\$ 662,169.17
	<u>Condominium Building Repairs:</u>					
	STRUCTURAL CONCRETE REPAIR WORK:					
1.1	Partial Depth Concrete Slab Repairs	1750	SF	\$ 125.00	=	\$ 218,750.00
1.2	Full Depth Concrete Slab Repairs	750	SF	\$ 195.00	=	\$ 146,250.00
1.3	Partial Depth Vertical and Overhead Concrete Repairs					
1.3a	Overhead Concrete Repairs at Slab Soffits	500	SF	\$ 145.00	=	\$ 72,500.00
1.3b	Overhead Concrete Repairs at Beams	125	CF	\$ 500.00	=	\$ 62,500.00
1.3c	Concrete Repairs at Slab Edge	300	LF	\$ 195.00	=	\$ 58,500.00
1.3d	Vertical Concrete Repairs at Walls/Columns	150	CF	\$ 500.00	=	\$ 75,000.00
1.4	Repair of Debonded/Deteriorated Stucco	7500	SF	\$ 25.00	=	\$ 187,500.00
1.5	Repair of Cracked Stucco	4500	LF	\$ 12.00	=	\$ 54,000.00
1.6	Repair of Precast Guardrails Elements					
1.6a	Repair of Cracks in Precast Guardrails	150	LF	\$ 75.00	=	\$ 11,250.00
1.6b	Repair of Spalls in Precast Guardrails	100	SF	\$ 125.00	=	\$ 12,500.00
1.7	Replacement of Precast Guardrails Elements					
1.7a	Replacement of Precast Top Rails	150	LF	\$ 79.91	=	\$ 11,986.01
1.7b	Replacement of wood top rails	180	LF	\$ 60.69	=	\$ 10,923.93
1.7c	Replacement of Precast Posts	15	EA	\$ 466.37	=	\$ 6,995.49
1.7d	Replacement of Damaged Masonry	300	SF	\$ 125.00	=	\$ 37,500.00
1.8	Specialty Stucco					
1.8a	Stucco at Soffits (Thin)	1500	SF	\$ 25.00	=	\$ 37,500.00
1.8b	Stucco Build Out (Thick)	750	SF	\$ 45.00	=	\$ 33,750.00
1.8c	Stucco & Waterproofing @ Grade level	14000	LF	\$ 40.00	=	\$ 560,000.00
1.9	Slab on grade replacement	150	SF	\$ 55.00	=	\$ 8,250.00
1.10	Post pocket Repair	30	EA	\$ 75.00	=	\$ 2,250.00
1.11	Build up concrete slab at entrance @ Bldg. K	824	SF	\$ 30.00	=	\$ 24,720.00
				SUBTOTAL	=	\$ 1,632,625.44

Village at Dadeland condominium
Concrete & Waterproofing Repair Program

00 20 00 - 2
BID FORM

BIDDER'S NAME Restore Construction Group, Inc

	WATERPROOFING					
2.1	Waterproofing at Catwalk (Price includes existing coating removal, surface prep and installation of Sikalastic 710/715/735)	38000	SF	\$ 14.45	=	\$ 549,100.00
2.4	Remove and Replace Expansion Joint (Vertical)	3000	LF	\$ 114.97	=	\$ 344,910.00
2.5	Remove and Replace Expansion Joint (Horizontal)	400	LF	\$ 143.57	=	\$ 57,428.00
2.6	Clean and Recoat Building Exterior (Priced with 10 Year Shirwin Williams Latitude based on Engineers quantities)	360000	SF	\$ 1.79	=	\$ 644,400.00
2.7	Remove & Reinstall Decorative Shutters	300	EA	\$ 75.00	=	\$ 22,500.00
2.8	Slab on grade coating at bldg. K (Price includes existing coating removal, surface prep and installation of Aquafin SG-2 with Sikalastic 710/715/735)	3100	SF	\$ 19.20	=	\$ 59,520.00
2.9	Remove tile on concrete slab on grade at catwalk entry @ Bldg. K	824	SF	\$ 3.50	=	\$ 2,884.00
2.10	Remove tile on concrete slab on grade at rear patio	6000	SF	\$ 3.50	=	\$ 21,000.00
2.11	Removal and reinstallation of expansion joint at building K (Priced with Backerod and sealant)	150	LF	\$ 30.00	=	\$ 4,500.00
2.12	Balcony slope correction	2500	SF	\$ 25.00	=	\$ 62,500.00
2.13	Catwalk slope correction	7640	SF	\$ 25.00	=	\$ 191,000.00
2.14	Remove tile on concrete surface at villa entries	350	SF	\$ 3.50	=	\$ 1,225.00
	SUBTOTAL				=	\$ 1,960,967.00
	ELECTRICAL REPAIRS					
3.1	Electrical Allowance for Misc. Electrical Work				=	\$ 20,000.00
	MISCELLANEOUS					
4.1	Infill of Abandoned Opening and Plumbing Access Openings (Price based on infill of soil no more than 1' foot deep)	300	SF	\$ 10.00	=	\$ 3,000.00
4.2	Rust Spots	1000	EA	\$ 45.00	=	\$ 45,000.00
4.3	Hook Removals	500	EA	\$ 45.00	=	\$ 22,500.00
4.4	Remove Window Shutters (Price does not include reinstallation)	500	LF	\$ 35.00	=	\$ 17,500.00
4.5	Remove Balcony Shutters (Price does not include reinstallation)	500	LF	\$ 45.00	=	\$ 22,500.00
4.6	Weather-wall/Dust-wall @ Unit Interior	100	LF	\$ 85.00	=	\$ 8,500.00
4.7	Remove patio slab on grade extension at villa K	30	SF	\$ 25.00	=	\$ 750.00
4.8	Remove and Reinstall cable covers	2850	LF	\$ 15.00	=	\$ 42,750.00
4.9	Removal of sliding glass door (Price based on 8' L/F opening)	10	EA	\$ 600.00	=	\$ 6,000.00
4.10	Reinstallation of sliding glass door (Price based on 8' L/F opening)	10	EA	\$ 1,000.00	=	\$ 10,000.00
4.11	Remove and reinstall downspouts	2,050	LF	\$ 15.00	=	\$ 30,750.00
4.12	Remove and reinstall gutters at bldg. K	135	LF	\$ 35.00	=	\$ 4,725.00
	SUBTOTAL				=	\$ 213,975.00
	Grand Total					\$ 4,489,736.60

BIDDER'S NAME Restore Construction Group, Inc

Approximate quantities for Lump Sum work items are NOT guaranteed as not to exceed. Contractor is responsible for full scope of work as described in Section 00 43 22 and/or shown on drawings. All work items include furnishing and installation.

CONSTRUCTION TIME

The undersigned agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed", and proposes to substantially complete all work in:

730 Calendar Days

30 days after permit Issue Anticipated Construction Start Date

ELECTRICAL ALLOWANCE:

Included in this contract is an allowance of \$2,500 to cover the cost of incidental electrical work which may be required to be completed as part of the project scope of work. Contractor to indicate here the hourly rate and mark-up on materials for electrical work.

Hourly Rate for Electrician and Electrical Work: \$ 135.00 /hr

Markup Percentage for Electrical Materials: 20 %

BIDDER'S NAME Restore Construction Group, Inc**GENERAL REQUIREMENTS**

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer and/or the Owner will, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer or Owner not less than 7 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Owner/Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or that unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased. Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Engineer. Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

Bidders must submit a copy of their GAF Master Elite Certificate along with this bid form.

RIGHT TO REJECT BIDS AND SIGNING CONTRACTS

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form.

BIDDER'S NAME Restore Construction Group, Inc

BID GUARANTEE

The information in this proposal is correct to the best information, knowledge and belief of the undersigned.

Restore Construction Group, Inc

Contractor

Signature

Title

Witness

2411 S.W. 58th Ter

Address

State of Fl, County of Broward.

On this 19th day of Jan, 2024 before me personally known who did depose and say that he of Restore Construction Group, Inc., The Corporation/Partnership/Individual described in and which executed the foregoing instrument and that such instrument is duly on behalf of

Notary Public

END OF FORM OF BID