

Agreement Between COA and Contractor

Made between **SOA:**

The Summit, a Condominium
8743 Thomas Drive
Panama City Beach, FL 32408

and The **Contractor:**

C-Sharpe Company, LLC
22657 Canal Road
Orange Beach, AL 36561

For the following **Project:**

The Summit, a Condominium

This Agreement Between Association and Contractor ("Agreement") made and entered into as of the 6th day of October, by and between C-Sharpe Company, LLC, 22657 Canal Road, Orange Beach, AL 36561 (hereinafter "Contractor"), and The Summit Owners Association, Inc. (hereinafter "SOA"), whose principal address is 8743 Thomas Drive, Panama City Beach, FL 32408 pursuant to which SOA engages Contractor to perform the work identified in the Scope of Work attached hereto as Exhibit A in accordance with the Contract Documents. The parties acknowledge that SOA is a condominium and timeshare association overseeing The Summit, a Condominium, located at 8743 Thomas Drive, Panama City Beach, Florida ("Property"). The Contract Documents include:

- This Agreement
- Scope of Work – attached and incorporated into this Agreement as Exhibit A.1 and A.2
 - Exhibit A.1 – Clarifications
 - Exhibit A.2 – Bid Documents and Drawings
- General Conditions – attached and incorporated into this Agreement as Exhibit B
- Bid Form - attached and incorporated into this Agreement as Exhibit C
- Addenda and other documents that are attached and incorporated into this Agreement

The Contract Documents shall also include any Modifications as defined in Exhibit B. For purposes of the Contract Documents, "Contractor's Work" shall mean the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations hereunder. The Contractor's Work may constitute the whole or a part of the Project.

Time of Commencement and Substantial Completion:

The work to be performed under the Contract Documents shall be commenced 10/16//23 and substantial completion by 12/11 /23 (preconstruction work of submittals and material procurement to begin upon contract execution). Following commencement of Contractor's Work, Contractor will diligently pursue the Contractor's Work to completion. SOA acknowledges and agrees that the circumstances that may exist following a substantial weather event and during the ongoing COVID-19 pandemic are uncertain (the "Uncertain Circumstances"), including, without limitation, the condition of the Property and the improvements, constructed on the Property ("Improvements"), the availability of labor, materials, equipment, and utilities, and the requirements of governmental authorities applicable to repair, restoration, and rebuilding of the Improvements. Association further acknowledges and agrees that, as a consequence of the Uncertain Circumstances and/or any Modifications (as defined in Exhibit B) to this Agreement, the scope of Contractor's Work may change from time to time during the performance of the Work, Contractor may experience delays in the performance of the Work which are beyond Contractor's control and the estimated completion date may change from time to time during the performance of Contractor's Work.

Contractor shall not be responsible or liable to Association for delays caused by circumstances or events beyond Contractor's reasonable control, including, without limitation, any Uncertain Circumstances or any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; payment of insurance proceeds; funding of loans; acts of God; stormy weather; vandalism; strikes, lockouts, boycotts, or other labor activities; changes in the scope of the Work; acts of public enemy; riots or civil commotion; shortages of labor, materials, supplies, equipment, and utilities; acts of governmental authorities; SOA's failure to make payments under this Agreement when due; delays caused by inspection or changes ordered by inspectors; acts of independent contractors; unforeseen conditions in the Improvements or the Property; or any other circumstances beyond Contractor's reasonable control.

Contractor Compensation:

Fixed Price Contract

The Scope of Work shall be performed for the total sum of Four hundred twelve thousand, nine hundred seventy-nine and zero cents **(\$412,979.00)**, plus the amount of any approved change orders or other amounts as may be entered into between Association and Contractor or changes in amounts resulting from unit pricing and/or accepted alternate materials or components approved by SOA, and if applicable, the architect/engineer.

SOA is fully responsible for payment to Contractor for Contractor's Work and agrees to make such payment in a timely manner in accordance with the terms of the Contract Documents. SOA agrees to pay all sums due Contractor even if there is no insurance coverage or insufficient insurance coverage to pay for Contractor's Work.

SOA's Representative:

SOA hereby designates and appoints the President of the Board of Directors, Stacy Peery, as the "SOA's Representative" for the purpose of this Agreement and the Contract Documents. SOA's Representative shall be the sole liaison with Contractor for the duration of this Project and is hereby authorized to sign all work vouchers, sign change orders for additional work, approve pay requests, complete job close-out procedures in accordance with the General Conditions, and consent to, approve of, and authorize, on behalf of SOA, all other matters requiring SOA's consent, approval, and authorization.

Entered into as of this 6th of October, 2023.

SOA

The Summit Beach Owners Association, Inc.,
8743 Thomas Drive
Panama City Beach, FL 32408

DocuSigned by:
By: Stacy Peery
FAE99525BF7447F...
(Signature)
Stacy Peery, President

(Print Name & Title)

10/6/2023

(Date)

Contractor

C-Sharpe Company, LLC
22657 Canal Road
Orange Beach, AL 36561

DocuSigned by:
By: Jimmy Boswell
06D14C840DF0423...
(Signature)
Jimmy Boswell, Manager

(Print Name & Title)

10/6/2023

(Date)

Scope of Work

Exhibit - A

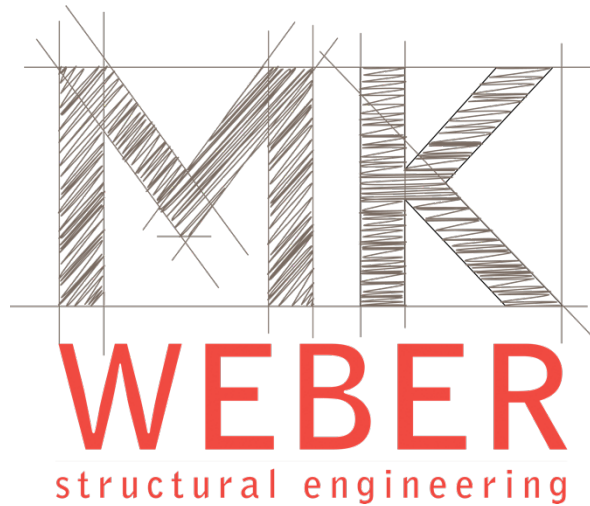
- A.1 Clarifications
- A.2 Bid Documents and Drawings

Exhibit A.1

Agreement Clarifications:

1. This agreement is based on all canopies and doors being accepted as a single project.
2. This agreement is based on existing "I" Beam remaining in place.
3. This agreement is based on both areas of the center canopy being performed at once.
4. This agreement assumes ledger attachment wall is solid filled CMU.
5. This agreement is based on direct applied stucco at new ceiling areas.
6. This agreement is based on decking construction being like and kind to surrounding roof areas not being replaced. If 5/8" gypsum board is required under roofing system, additional pricing will be \$4,860.00
7. This agreement is based on storefront doors being replaced based on their existing sizes and does not include any modifications to meet ADA requirements. If it is determined that modifications are required to meet ADA requirements, additional pricing can be provided.
8. This agreement is based on reattachment of roof drain piping at replacement locations with like and kind and does not include any other modifications or repairs to roof drainage system.
9. Rail repair at cut railing is based on patching of rail area and does not include full replacement of railing system. Some evidence of patching will be visible.
10. Repair of south stucco wall at east and west canopy is based on removal and replacement of stucco and sheathing at specified area and does not include any repairs or modifications to framing.
11. This agreement includes payment and a performance bond at a cost of 1.0% of the contract value.
12. Material prices are contingent on the date they were priced, their availability, and market conditions. C-Sharpe and their representatives have factored in up-to-date material prices which will remain valid for 30 days.

Exhibit A.2



INVITATION TO BID

RE : SUMMIT COND OMINIUM The Summit
Beach Resorts

*Summit Condominiums is seeking bids from
qualified contractors for stucco/framing repairs.*

Prepared By:
MK Weber Engineering, LLC
3200 W 23rd Street
Panama City, FL 32405

Prepared For:
Summit Condominiums
8743 Thomas Drive
Panama City Beach, FL 32408

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Summit Condominiums Owner's Association
Re: Stucco/Framing Repairs
Bid Package

I. Project Information

Project Name: Summit Condominiums

Consulting Engineer: MK Weber Structural Engineering

- Michael K. Weber, PE, Structural Engineer
- Jared Hammerle, Structural Engineer

Property Management:

- Matt Duncan

Bid Contact: Jared Hammerle

Scope of Work:

- Middle Canopy
- West Canopy
- East Canopy

II. Bid Details

▪ **Pre-bid Meeting Date: Thursday, March 9, 2023**

Contractors will have the chance to meet at 2:00pm on site with the board and the engineer of record in order to evaluate the existing conditions and pose any questions they may have regarding the scope of work.

▪ **Bid End Date: Thursday, March 16, 2023**

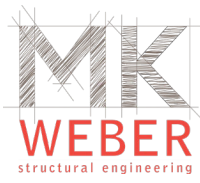
The bid process will be closed by 2:00pm.

▪ **Bid Award Date: Thursday, March 30, 2023**

The board will make their final decision and the contractor that has won the bid will be contacted. All other contractors will be notified that their bid was not selected.

▪ **Submit Bids BY EMAIL to:**

Jared Hammerle, Structural Engineer; jared@mkweber.com



Summit Condominiums Owner's Association
Re: Stucco/Framing Repairs
 Bid Package

I. Bid Package Requirements & Terms

Submissions

- MK Weber Engineering and Summit Condominiums are not required to accept any bids before the bid start date and after the bid end date specified on Page 2.
- In order to be considered, all bid packages must include everything on the checklist, which is attached as Appendix D.
- All bid packages must be emailed to Jared to be considered. Any bids submitted without all items on the checklist or with forms missing necessary signatures may not be considered. Bids must be emailed as one PDF document (all forms and documents must be combined into one file and be in PDF format).
- All bids must be submitted by the bid end date and must be submitted to the appropriate party in the appropriate fashion in order to be considered. Details can be found on Page 2. Any bids submitted outside of the end date may not be considered. Any bid submitted to anyone other than the bid contact may not be considered.
- Bids are not open to contractors that have any open lawsuits against their company. If any companies bidding have had any prior lawsuits that have been settled or finalized, these lawsuits with details must be disclosed with their bid package. Summit Condominiums reserves the right to reject any bids from companies that have had any prior lawsuits.
- The bid and all of its terms and pricing must not expire for 6 months after submission.

Bidder Requirements

- Bidders must:
 - a. Be licensed in the state of Florida.
 - b. Have Commercial General liability insurance including the following:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
 - iii. \$2,000,000 Umbrella Liability
 - c. List Summit Condominiums as “additional insured” before project commencement.
 - d. Must have worker’s comp insurance.
 - e. Must provide a warranty for their work of at least 1 year.



Summit Condominiums Owner's Association
Re: Stucco/Framing Repairs
Bid Package

Bid Package Requirements & Terms (continued)

Pre-Bid Meeting

- The date set for the pre-bid meeting (found on Page 2) is the only date that contractors may be on site to evaluate the existing conditions and scope of work. Any request to be on site after the pre-bid meeting date must be approved in writing.

Requests for Information

- Any requests for information regarding this invitation to bid must be submitted in writing and emailed to Jared with MK Weber Engineering. Answers to these questions will be submitted back to the contractor by email through Jared with MK Weber Engineering. Summit Owner's Association and MK Weber are not responsible for any misinformation given to any questions regarding this project that are asked and answered outside of these channels.

Bid Award

- MK Weber Engineering and Summit Owner's Association are not required to choose a contractor by the Bid Award Date specified on Page 2.
- The contractor selected for the bid award is solely selected at the board's discretion. The board is not required to choose any bid for any reason, are not required to explain why bids were not chosen and are not required to disclose who the winning bidder is.
- In the event that the board cannot decide on a single bid, a short list may be created that will be comprised of three contractors and a new bid aware date will be chosen. These three contractors will be notified that they have made the short list and additional information may be requested from them or a conference request may be scheduled.



Summit Condominiums Owner's Association
Re: Stucco/Framing Repairs
Bid Package

II. Project Guidelines

Permits

- The contractor is responsible for obtaining any necessary permits for this project. Summit Owner's Association will bear the expense of the permits.

Sub-Contracting

- The company who is awarded the bid may not sub out any part of the project to another company, entity, or person and is responsible for completing the work for this project in its entirety.

Contract

- After a contractor is chosen and prior to work being started, a contract must be signed between the chosen contractor and Summit Owner's Association.

Construction Site

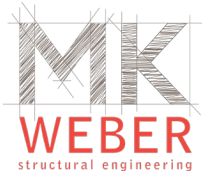
- The construction site must be clean and free of any debris or trash after every workday. Failure to do so may result in fines.
- Summit Owner's Association is not responsible for any lost, stolen, or damaged equipment that belongs to the Contractor.
- The Summit Owner's Association Construction Guidelines must be followed throughout the entirety of this project and these can be found as Appendix B of the Bid Package.

Project Supervisor/Superintendent

- A superintendent or supervisor must be appointed to this project and will be the main communicant for Summit Owner's Association and MK Weber Engineering throughout the entirety of the project.
- The superintendent or supervisor must be present on the job site at all times through the entirety of the project.

Engineer of Record

- The Engineer of Record will inspect the work completed at each phase of construction and reserves the right to supervise the work being performed by making unscheduled site visits to the job site.
- It is encouraged to contact the Engineer of Record at any time during the entirety of the project with any questions or concerns that may arise.
- Any deficiencies in work will be notated utilizing an inspection form and will be submitted to the project superintendent/supervisor. Once the deficiencies have been addressed, the inspection form will be approved by the Engineer of Record.



Summit Condominiums Owner's Association
Re: Stucco/Framing Repairs
Bid Package

Project Guidelines (continued)

Pay Schedule

- The contractor must submit a schedule of values for approval to MK Weber Engineering prior to mobilization.
- Payment to the contractor throughout the entirety of the project will operate on a pay request basis.
- The schedule of values must be approved prior to the commencement of the project. It will be agreed on and signed by the board, the contractor, and the Engineer of Record.
- A pay request will be submitted by the contractor to the Engineer of Record on a monthly basis. The pay requests must align with the schedule of values.
- Pay requests will be subject to the engineer of record's approval of the work completed. Any deficiencies in work will be submitted to the contractor in writing via an inspection form and these deficiencies must be addressed and signed off on before any pay requests are approved.
- Pay requests will be subject to 10% retainage for each pay request. Retainage will be held until successful completion of the project.

Termination

- Summit Owner's Association reserves the right to terminate the contract with the winning bidder at any time if any terms within the contract are breached.



Summit Condominiums
Re: Stucco/Framing Repairs
Appendix A

Appendix A

Scope of Work



Scope of Work

Provide all labor, equipment, and materials for the following items. All products are specified under Appendix D-Material Specifications. All damaged must be repaired per MK Weber's Drawings and Report.

- Middle Canopy
 - Remove and replace all bar joist, ledgers, ceilings, and roofing material in the areas specified in the drawing package.
 - Remove 1' of stucco above roof/wall joint and install new counter flashing per drawing package.
 - Clean all roof drains and reseal if necessary.
- East Canopy
 - Replace (1) 2x10 damaged roof joist per drawing package.
 - Repair damaged block at the CMU wall per drawing package.
 - Remove 1' of stucco above roof/wall joint and install new counter flashing per drawing package.
 - Clean all roof drains and reseal if necessary.
 - Replace all damaged drywall on all surfaces.
- West Canopy
 - Replace existing electrical conduit box.
 - Remove 1' of stucco above roof/wall joint and install new counter flashing per drawing package.
 - Clean all roof drains and reseal if necessary.
 - Replace all damaged drywall on all surfaces.



Summit Condominiums
Re: Stucco/Framing Repairs
Appendix B

Appendix B

Construction Guidelines



Summit Condominiums
Re: Stucco/Framing Repairs
Construction Guidelines

Construction Guidelines

- At all times during the construction process, Contractor's professionals, builders, contracts, subcontractors, and any other parties must abide by the Construction Guidelines established for the Community.
- Construction activities will only be permitted Monday through Friday between 8:00 AM and 5:00 PM. No Saturday or Sunday work hours are permitted by any trade without prior approval.
- Contractor is responsible for ensuring a clean work site; abiding with all local, state, and federal permitting requirements; ensuring appropriate erosion controls are installed and maintained; and any other building rules required by the DRB and/or the Association.
- Contractor is also responsible for any and all damage to Association property and/or any Owner's property which results from construction activities.



Summit Condominiums
Re: Stucco/Framing Repairs
Appendix C

Appendix C

Bid Checklist



Summit Condominiums
Re: Stucco/Framing Repairs
Bid Checklist

Bid Checklist

**Bid package documents must be submitted in the order below.*

- ☐ Cover page (Find in Appendix D, Required Forms)
- ☐ Contractor's completed bid checklist (This form)
- ☐ Copy of FL Contractor's License & Registration
- ☐ Copy of Contractor's General Liability & Worker's Comp Insurance
- ☐ Disclosure of Legal Suits (Find in Appendix D, Required Forms)
- ☐ Warranty Information (Find in Appendix D, Required Forms)
- ☐ Scope of work (details of construction process, broken down into phases)
- ☐ Work Schedule (Find in Appendix D, Required Forms)
- ☐ Mobility plan (Find in Appendix D, Required Forms)
- ☐ Demolition plan (Breakdown of how existing boards will be removed, etc.)
- ☐ Materials list (with quantities and specifications)
- ☐ Cost sheet (itemizing materials, labor, etc. with a final bid price)
- ☐ Drug-Free Workplace Certification Form (Find in Appendix D, Required Forms)
- ☐ References Form (Find in Appendix D, Required Forms)
- ☐ Certification Page (Find in Appendix D, Required Forms)
- ☐ Bid Sheet (Find in Appendix G)



Summit Condominiums
Re: Stucco/Framing Repairs
Appendix D

Appendix D

Required Forms



Summit Condominiums
Re: Stucco/Framing Repairs
Cover Page

Bid Package- Cover Page

Date of Submission: _____

Company Name: _____

CEO/President Name: _____

Company's Physical Address: _____

Contact for this bid: _____

Contact's Position: _____

Contact's Phone Number: _____

Contact's Email Address: _____

Superintendent for this Project: _____

Total Bid Amount: _____

Projected Start Date: _____

Projected Completion Date: _____

Did a representative from your company attend the pre-bid meeting? _____

How did you hear about/receive this bid invitation: _____

For Management use only

Date Submitted: _____

Received by: _____

Date Received by Board: _____

Signature of board member: _____



Disclosure of Legal Suits

- Has this company or any company affiliated with the President/CEO ever been sued?

Yes No

- If yes, how many lawsuits have there been? _____

- Are there any currently any open lawsuits against the bidding company?

Yes No

- List any past law suits below with all parties involved and details of the suit:

1.
2.
3.

Warranty Information



Summit Condominiums
Re: Stucco/Framing Repairs
Work Schedule

Work Schedule

- Projected Start Date: _____
- Projected Completion Date: _____
- If this project lasts longer than your projected time-frame, is the company available to continue working on the project until completion without pulling off of the project?

Yes No

- Phase One:

How many weeks? _____

Scope of Work for this Phase: _____

- Phase Two:

How many weeks? _____

Scope of Work for this Phase: _____

- Phase Three:

How many weeks? _____

Scope of Work for this Phase: _____

- Phase Four:

How many weeks? _____

Scope of Work for this Phase: _____

Summit Condominiums
Re: Stucco/Framing Repairs
Mobility Plan

Mobility Plan

- Please depict below how and where you will access the job, where your equipment will be located, etc. Provide any other details below.

**ATTACHMENT K
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

PROVIDER'S SIGNATURE



Summit Condominiums
Re: Stucco/Framing Repairs
References Form

References Form

- List three professional references with their contact info below:

1. Name: _____

Company: _____

Phone Number & Email Address: _____

2. Name: _____

Company: _____

Phone Number & Email Address: _____

3. Name: _____

Company: _____

Phone Number & Email Address: _____

- List three past projects below, with a contact and their contact info:

1. Project: _____

Contact: _____

Phone Number & Email Address: _____

2. Project: _____

Company: _____

Phone Number & Email Address: _____

3. Project: _____

Contact: _____

Phone Number & Email Address: _____



Summit Condominiums
Re: Stucco/Framing Repairs
Certification Page

Certification Page

I hereby certify that all information provided in this bid package is accurate and truthful. I understand that any untruthful or inaccurate statements or information provided in this bid package may result in disqualification from the bidding process.

By submitting this bid package, I understand that the bid award selectee is solely up to the discretion of the Summit Condominiums Owner's Association and that my company is not guaranteed to be chosen.

This certification page must be signed by the CEO/President of the company bidding on project.

Date

Signature

Name (Printed)



Summit Condominiums
Re: Stucco/Framing Repairs
Appendix E

Appendix E

Material Specifications



Summit Condominiums
Re: Stucco/Framing Repairs
Material Specifications | Bid Package

Material Specifications

The below items are all included in the scope of work of this project. Please read through each section carefully to ensure comprehension of all of the different products and procedures for each area.

The manufacturer's specifications sheets are attached for all products specified. Any substitutions must be submitted to the engineer of record for the following materials.

1. **Bar Joist**
2. **Exterior Dropdown Ceiling**
3. **TPO Membrane**



1. Bar Joist

Products

- Nucor/Vulcraft

Similar Products of equal or better quality will be considered. Please fill in desired products if different from above and include product specification sheets.

Similar Product: _____



2. Exterior Dropdown Ceiling

Product

- Armstrong Ceiling Solutions

Similar Products of equal or better quality will be considered. Please fill in desired products if different from above and include product specification sheets.

Similar Product: _____



3. TPO Membrane

Products

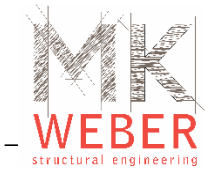
- EnergyGuard Polyiso Insulation
 - Loose lay minimum 1" over the steel deck

- Securock Gypsum-Fiber Roof Board
 - Simultaneously fasten minimum 3/8" gypsum-fiber roof board with the underlying polyiso to the steel decking using #12 stand fasteners and 3" plates
 - Field: 24 fasteners per 4' x 8' board
 - Perimeter: 36 fasteners per 4' x 8' board
 - Corners: 48 fasteners per 4' x 8' board

- EverGuard TPO 60 mil Membrane
 - Using EverGuard TPO (#1121) bonding adhesive

Similar Products of equal or better quality will be considered. Please fill in desired products if different from above and include product specification sheets.

Similar Product: _____

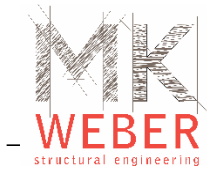


Appendix F

Product Specification Sheets



Bid Sheet			
Item Number	Description	Units	Bid Amount
1	East Canopy	Lump Sum	
2	West Canopy	Lump Sum	
3	Middle Canopy	Lump Sum	
Total Bid Amount			
Contractor's Estimated Project Duration		Weeks	



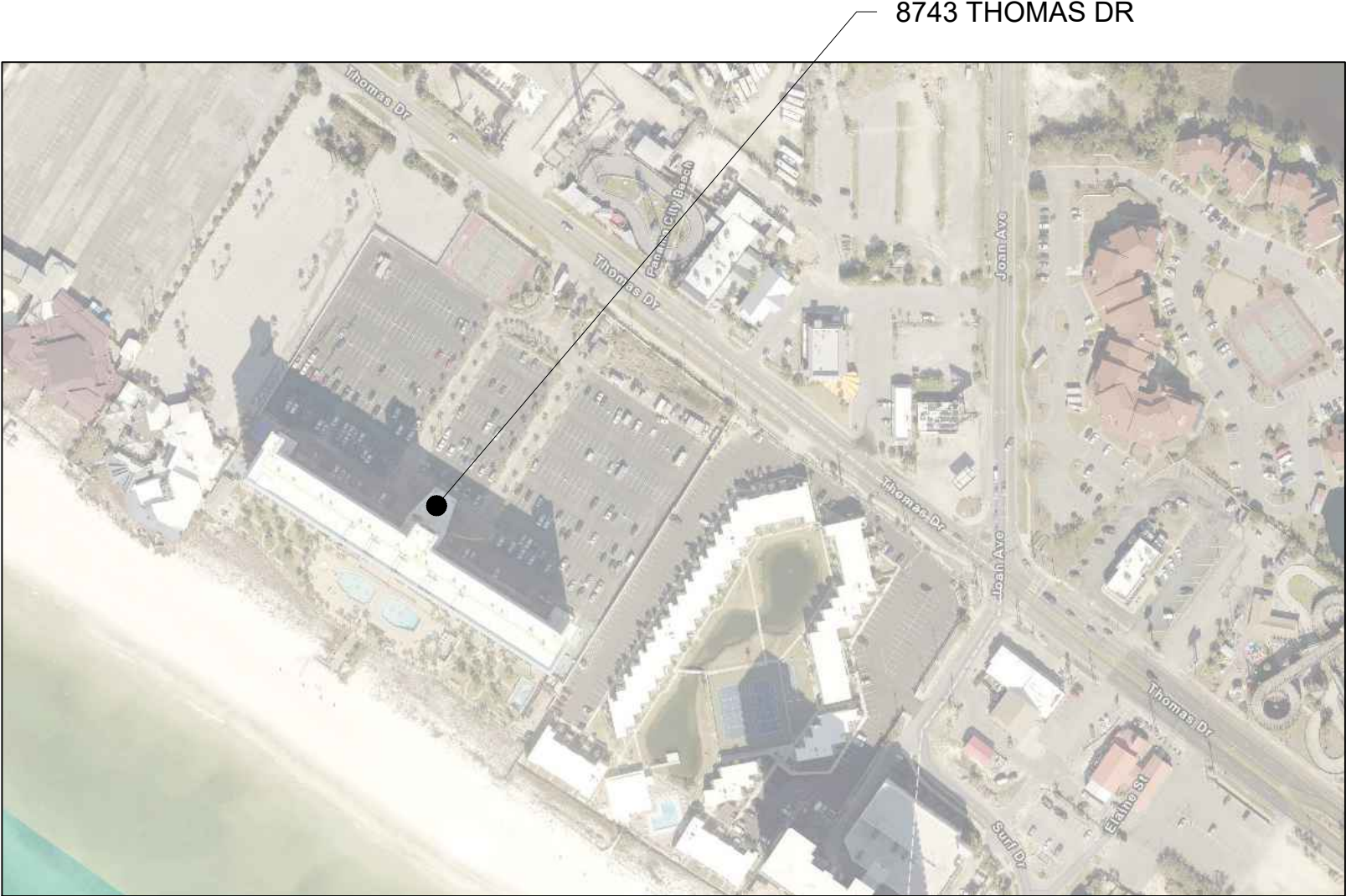
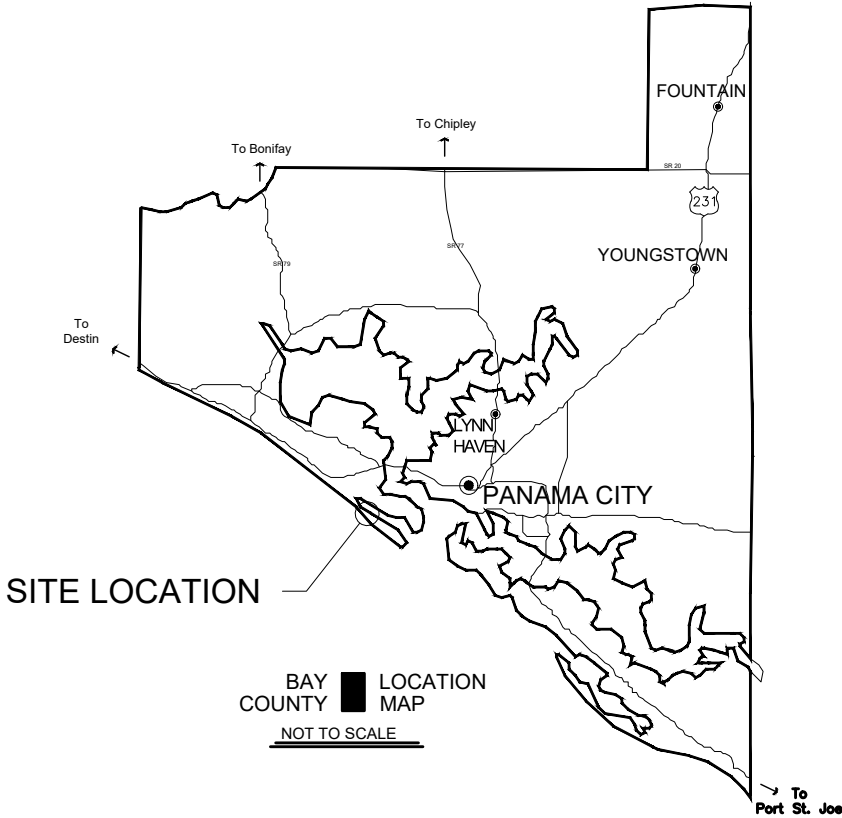
Appendix G

Bid Sheet

ROOF REPAIR FOR: THE SUMMIT BEACH RESORT 8743 THOMAS DR PANAMA CITY BEACH, FLORIDA

PROJECT INFO:
PARCEL NUMBER - 30236-000-000
LAND USE ZONING - CH (PCB)
FLOOD ZONE - X
SQ. FT. CALCULATIONS:
TOTAL AREA OF WORK - 2,230 SQ. FT.

ANY MODIFICATIONS, WHETHER IN-FIELD OR PRIOR TO CONSTRUCTION, MUST BE SUBMITTED, REVIEWED, AND APPROVED BY THE EOR BEFORE MODIFICATIONS TAKE PLACE. MK WEBER BEARS NO LIABILITY FOR ANY MODIFICATIONS MADE OUTSIDE OF THIS SIGNED AND SEALED PLAN SET WITHOUT PRIOR APPROVAL. ANY REQUESTS FOR MODIFICATIONS, WHETHER PRIOR TO CONSTRUCTION OR IN-FIELD, MUST BE SUBMITTED TO THE EOR IN WRITING. THE OWNER AND/OR CONTRACTOR UNDERSTANDS THAT ANY REQUESTED MODIFICATIONS TO THE PLAN SET MAY TAKE SEVERAL WEEKS TO PROCESS AND SHOULD PLAN ACCORDINGLY. THERE IS NO GUARANTEE THAT REQUESTED MODIFICATIONS WILL BE APPROVED. ANY MODIFICATIONS REQUESTED MUST BE REFLECTED IN A REVISED SET OF DRAWINGS THAT BEAR THE EOR'S SIGNATURE AND SEAL.



AERIAL MAP VIEW
NOT TO SCALE

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CENTRAL ROOF REPAIR PLAN	S2.2
STRUCTURAL DETAILS	S3.0
STRUCTURAL DETAILS	S3.1
STUCCO WALL SYSTEM	S3.2

MK
WEBER
structural engineering

3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM

FL CERTIFICATE OF
AUTHORIZATION # 33120

MICHAEL K. WEBER
LICENSE
No. 75798
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
FLORIDA P.E. # 75798

EMBOSSED/ WET STAMP
SCANNED AND ELECTRONICALLY TRANSMITTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE IS NOT CONSIDERED VALID WITHOUT THE PRESENCE OF BLUE INK

DIGITAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC COPIES

ROOF REPAIR FOR:
THE SUMMIT BEACH RESORT
8743 THOMAS DR
PANAMA CITY BEACH, FLORIDA

REV.	DESCRIPTION	DATE

JOB NUMBER: 22270
DRAWN BY: JCC
CHECKED BY: MKW
PLOT DATE: 1/10/2023

SHEET TITLE
COVER SHEET

DRAWING NUMBER
C0.0

STRUCTURAL NOTES

GENERAL

1. DESIGN CODE DATA

• 2018 INTERNATIONAL BUILDING CODE (IF APPLICABLE)

• 2020 FLORIDA STATE BUILDING CODE

• ASCE 7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

• ACI 318-08: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY

• ANSI/ AF&PA NDS-2005: NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURE

• ACI 530-08/ ASCE 5-08/ TMS 402-08: BUILDING CODE REQUIREMENTS AND SPECIFICATION FOR MASONRY STRUCTURES
2. BUILDING OCCUPANCY CATEGORY= II (PER ASCE 7-16 TABLE 1-1).

3. DESIGN LOADS:

• DEAD LOADS: ROOF/FLOOR = 20 PSF

• LIVE LOADS: ROOF = 20 PSF

WIND SPEED = 140 MPH (ULT)

EXPOSURE = D

ENCLOSURE CLASSIFICATION = ENCLOSED

KD= 0.85

KZT= 1.0

BASE VELOCITY PRESSURE, QH=46.2 PSF

• FLOOR LIVE LOADS: 1ST STORY = 40 PSF

• FLOOR LIVE LOADS: 2ND STORY = 40 PSF

GENERAL (CONTINUED)

4. MAXIMUM ALLOWABLE DEFLECTION CRITERIA:

• ROOF: L/360 LIVE LOAD; L/240 TOTAL LOAD

• FLOORS: L/480 LIVE LOAD; L/360 TOTAL LOAD (WOOD I-JOISTS ONLY)

• FLOORS: L/360 LIVE LOAD; L/240 TOTAL LOAD

• VERTICAL WINDOW SUPPORT: L/1000 LIVE LOAD

• EXTERIOR WALL SYSTEMS: L/600 WIND LOAD
5. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON OR EXISTING STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.

6. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING CONSTRUCTION.

7. THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND ALL JOB SITE SAFETY.

8. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO THE START OF CONSTRUCTION - RESOLVE ANY DISCREPANCY WITH DESIGNER / ENGINEER. DO NOT SCALE DRAWINGS.

9. STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, CIVIL, AND OTHER DESIGN CONSULTANT'S DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING SUCH REQUIREMENTS INTO THE SHOP DRAWINGS. ANY APPARENT DISCREPANCIES, LIMITATIONS OR CONCERNS RESULTING FROM THIS COORDINATION SHOULD BE RESOLVED WITH THE DESIGNER / ENGINEER IMMEDIATELY.

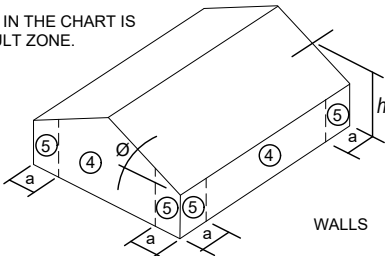
10. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTING. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY IMMEDIATELY.

11. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL BUILDING MATERIALS AND COMPONENTS. COMPONENT LOCATIONS ARE SHOWN FOR DESIGN INTENT, NOT EXACT LOCATION, SPECIFICALLY. INDEPENDENTLY PREPARED SHOP DRAWINGS ARE REQUIRED OF ALL TRADES FOR COORDINATION AND BEST PRACTICE. ERRORS OR OMISSIONS IN INSTALLATION DUE TO THE CONTRACTOR'S FAILURE TO COORDINATE THE WORK WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

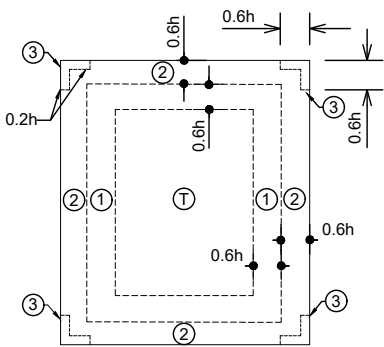
COMPONENTS AND CLADDING				
ROOFS	DESIGN PRESSURE (ULT)		DESIGN PRESSURE (ASD)	
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 1 max	39.3	103.9	23.6	62.4
ZONE 2 max	39.3	131.7	23.6	79.0
ZONE 3 max	39.3	173.2	23.6	103.9
TRIBUTARY AREA 100 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 1 max	34.6	84.9	20.8	50.9
ZONE 2 max	34.6	107.2	20.8	64.3
ZONE 3 max	34.6	124.3	20.8	74.6
WALLS	DESIGN PRESSURE		DESIGN PRESSURE	
TRIBUTARY AREA 10 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 4	67.0	71.1	40.2	42.7
ZONE 5	67.0	83.6	40.2	50.2
TRIBUTARY AREA 100 SF	POSITIVE (PSF)	NEGATIVE (PSF)	POSITIVE (PSF)	NEGATIVE (PSF)
ZONE 4	63.4	68.0	38.0	40.8
ZONE 5	63.4	73.8	38.0	44.3

* WHEN SUB-ZONES ARE SHOWN, THE PRESSURE IN THE CHART IS BASED UPON THE MAX PRESSURE IN THE DEFAULT ZONE.

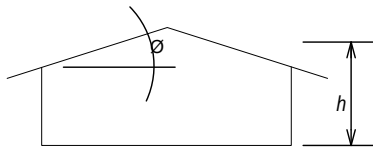
EXAMPLE: ZONE 3 CONTAINS THE MAX PRESSURE FOR ALL SUB-ZONES OF THE # 3, SUCH AS 3E & 3R



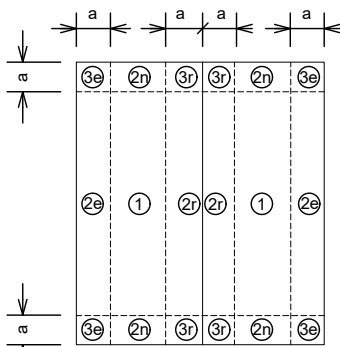
SEE FBC R301.2(7) FOR FULL PICTORIAL OF DESIGN PRESSURES



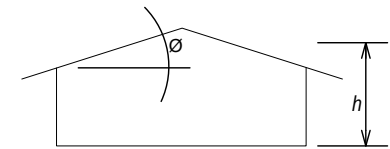
PLAN
Gable and Flat Roofs $\phi \leq 7^\circ$



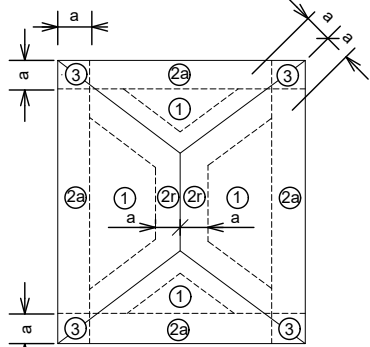
ELEVATION



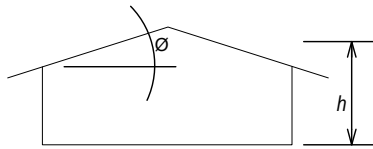
PLAN
Gable and Flat Roofs $7^\circ < \phi \leq 45^\circ$



ELEVATION



PLAN
Hip Roofs $7^\circ < \phi \leq 45^\circ$



ELEVATION

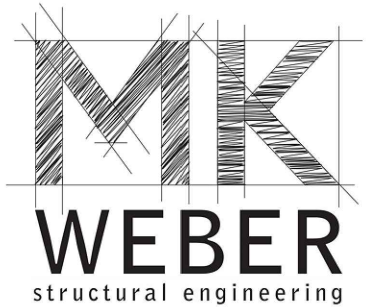
Ⓐ FORMABLE SELF-ADHERING SILL FLASHING (TYVEK FLEX WRAP)

Ⓑ FLASHING

Ⓒ DRIP CAP - FULL WIDTH

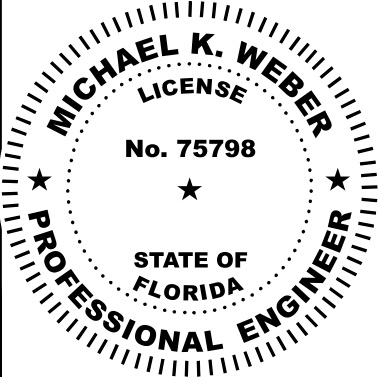
Ⓓ HOUSE WRAP TAPE

WINDOW FLASHING DETAILS



3200 W. 23RD STREET
PANAMA CITY, FL 32405
MKWEBER.COM

FL CERTIFICATE OF
AUTHORIZATION # 33120



EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
FLORIDA P.E. # 75798

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ROOF REPAIR FOR:
THE SUMMIT BEACH RESORT
8743 THOMAS DR
PANAMA CITY BEACH, FLORIDA

REV.	DESCRIPTION	DATE

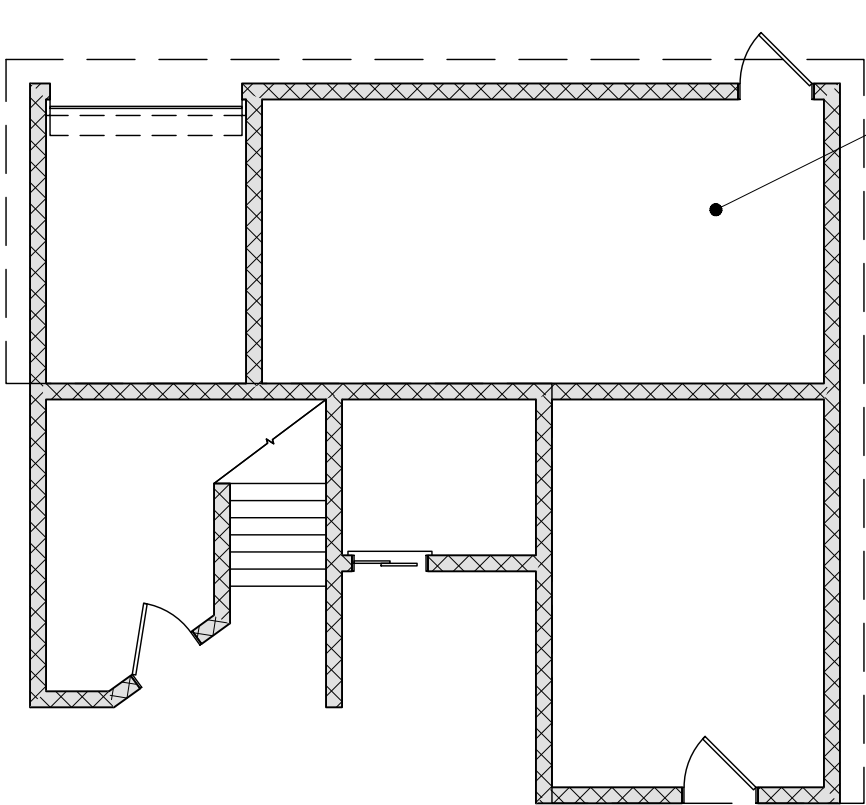
JOB NUMBER:	22270
DRAWN BY:	JCC
CHECKED BY:	MKW
PLOT DATE:	1/10/2023

SHEET TITLE

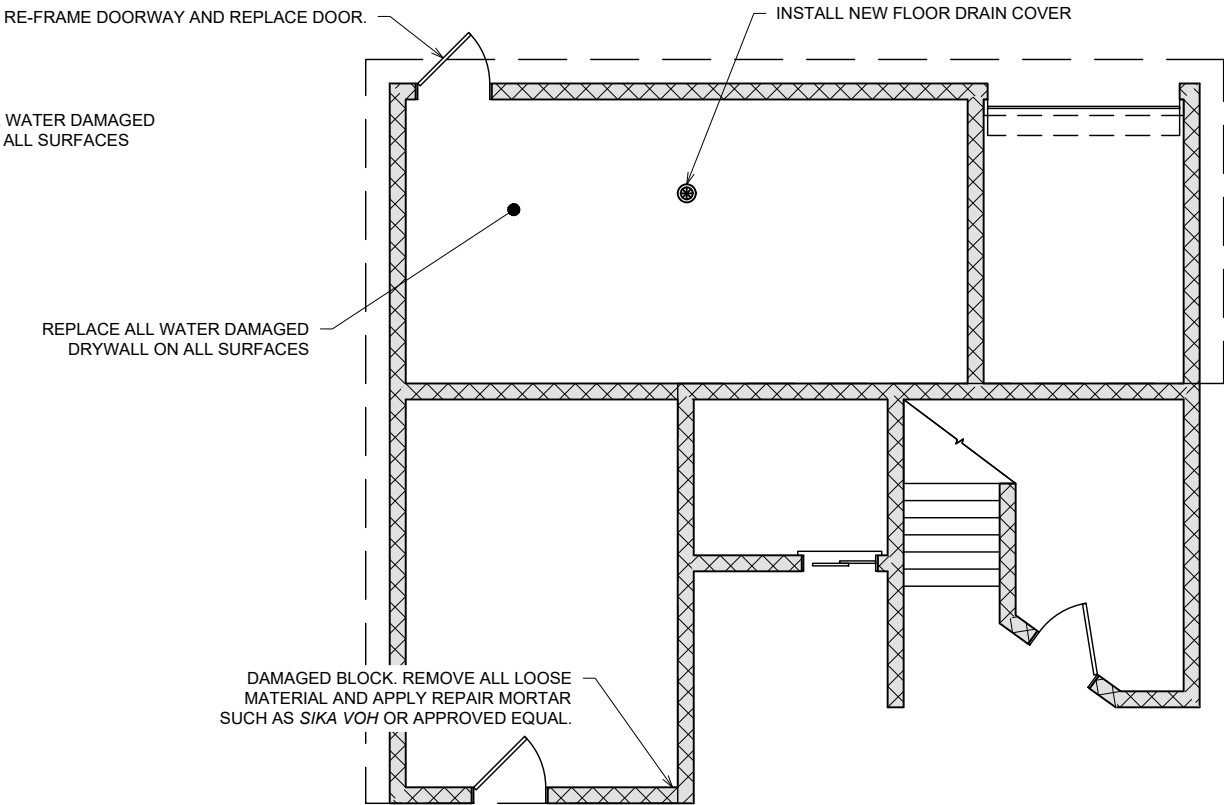
STRUCTURAL NOTES

DRAWING NUMBER

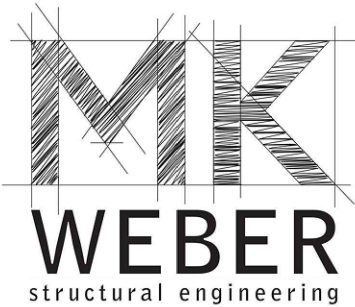
S1.0



1 WEST BUILDING REPAIR PLAN
1/8"=1'-0"(11x17) 1/4"=1'-0"(24x36)

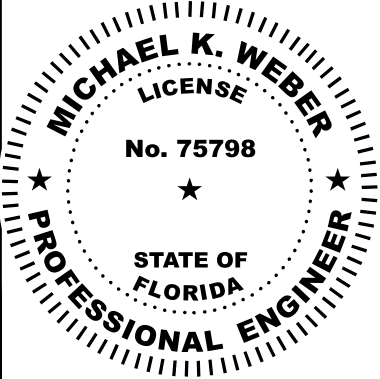


2 EAST BUILDING REPAIR PLAN
1/8"=1'-0"(11x17) 1/4"=1'-0"(24x36)



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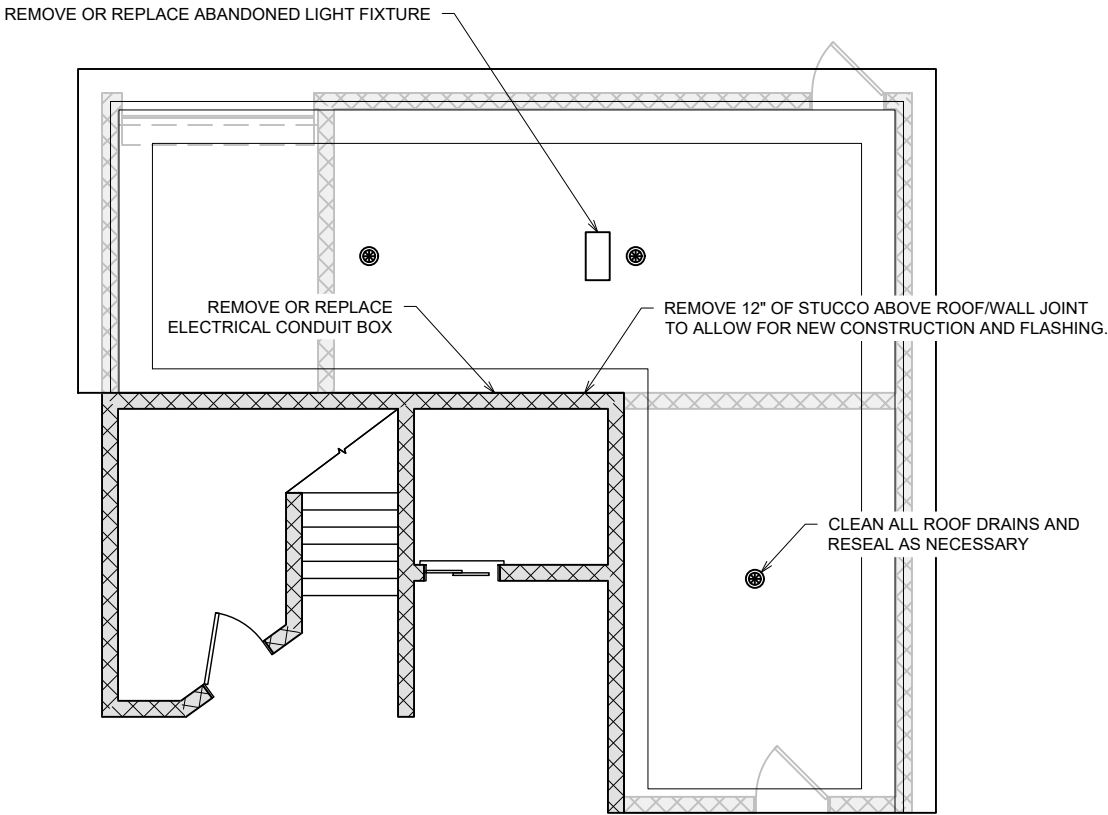
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THE SUMMIT BEACH RESORT
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PANAMA CITY BEACH, FLORIDA

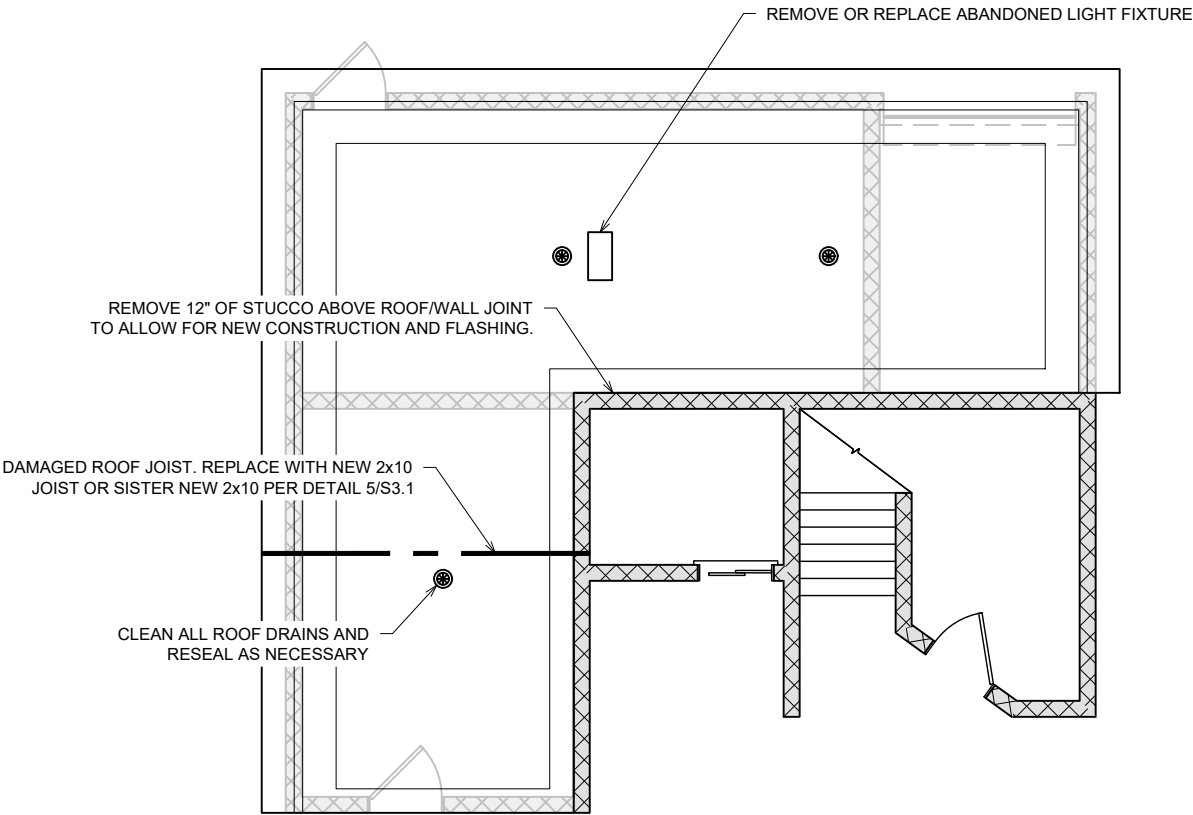
REV.	DESCRIPTION	DATE			

JOB NUMBER:	22270
DRAWN BY:	JCC
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PLOT DATE:	1/10/2023

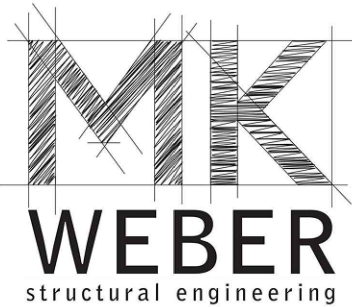
SHEET TITLE
EAST & WEST BUILDING REPAIR PLANS
DRAWING NUMBER
S2.0



1 WEST ROOF REPAIR PLAN
1/8"=1'-0"(11x17) 1/4"=1'-0"(24x36)

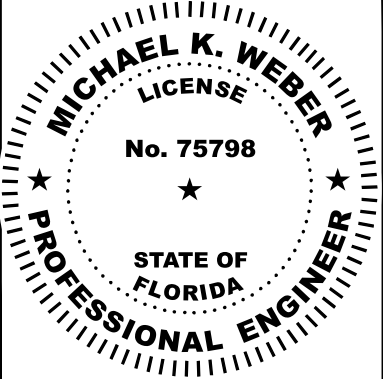


2 EAST ROOF REPAIR PLAN
1/8"=1'-0"(11x17) 1/4"=1'-0"(24x36)



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ROOF REPAIR FOR: THE SUMMIT BEACH RESORT 8743 THOMAS DR PANAMA CITY BEACH, FLORIDA	DATE			
	REV.	DESCRIPTION		

JOB NUMBER:	22270
DRAWN BY:	JCC
CHECKED BY:	MKW
PLOT DATE:	1/10/2023

SHEET TITLE
EAST AND WEST ROOF REPAIR PLAN
DRAWING NUMBER
S2.1

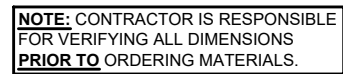
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A circular professional engineer seal for Michael K. Weber. The outer ring contains the text "MICHAEL K. WEBER" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside this ring is a smaller circle with the word "LICENSE" at the top, the license number "No. 75798" in the center, and the text "STATE OF FLORIDA" at the bottom, also separated by two stars. The entire seal is surrounded by a decorative border of short, radiating lines.

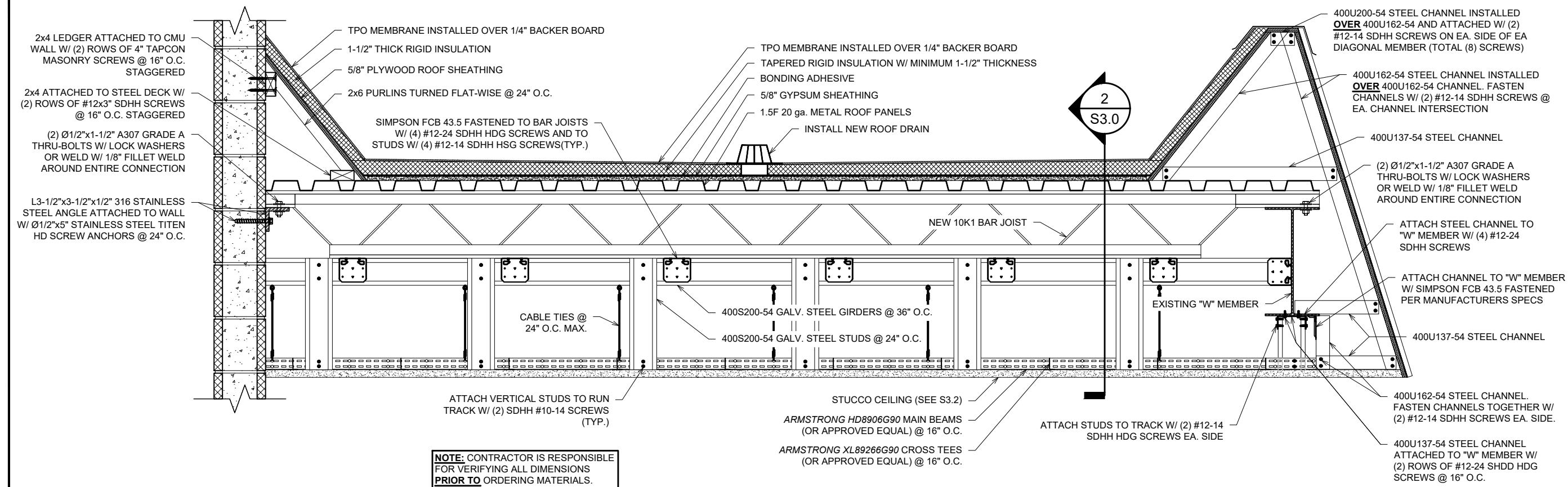
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REV.	DESCRIPTION	DATE

PROJECT NAME:	SHEET TITLE
	CENTRAL ROOF REPAIR PLAN
	DRAWING NUMBER
	S2.2

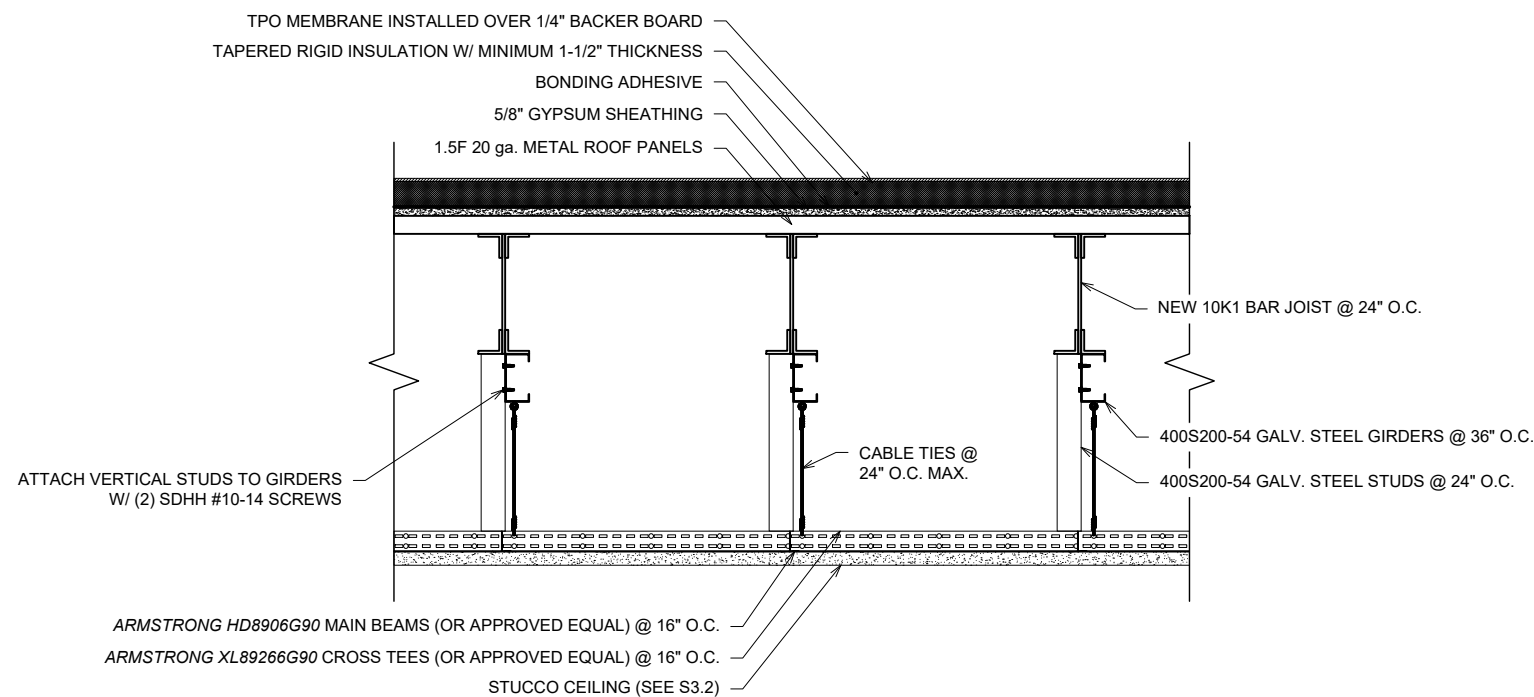


1 CENTRAL ROOF REPAIR PLAN



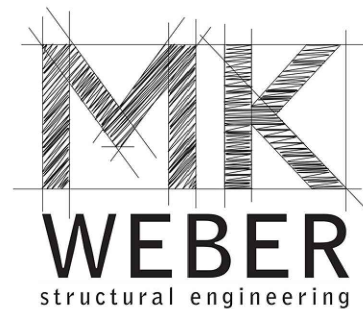
NEW ROOF DETAIL

3/4"=1'-0"(11x17) 1-1/2"=1'-0"(24x36)



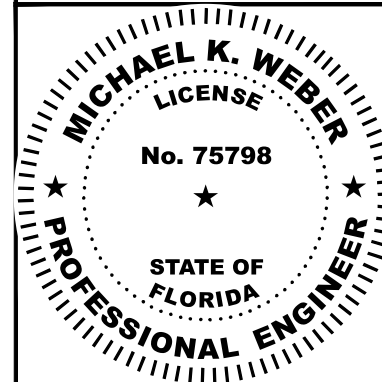
2 NEW ROOF SECTION

3/4"=1'-0" (11x17) 1-1/2"=1'-0" (24x36)



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AUTHORIZATION # 33120



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ROOF REPAIR FOR: THE SUMMIT BEACH RESORT 8743 THOMAS DR PANAMA CITY BEACH, FLORIDA		DATE	
		DESCRIPTION	
		REV.	

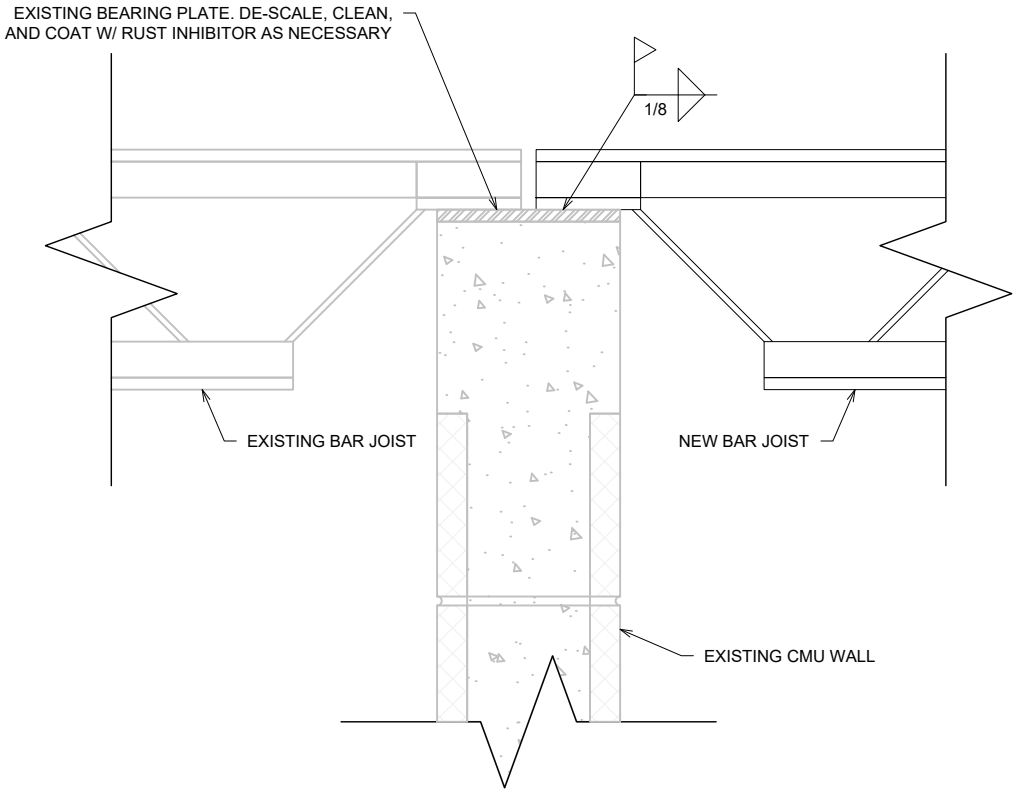
JOB NUMBER:	22270
DRAWN BY:	JCC
CHECKED BY:	MKW
PLOT DATE:	1/10/2023

SHEET TITLE

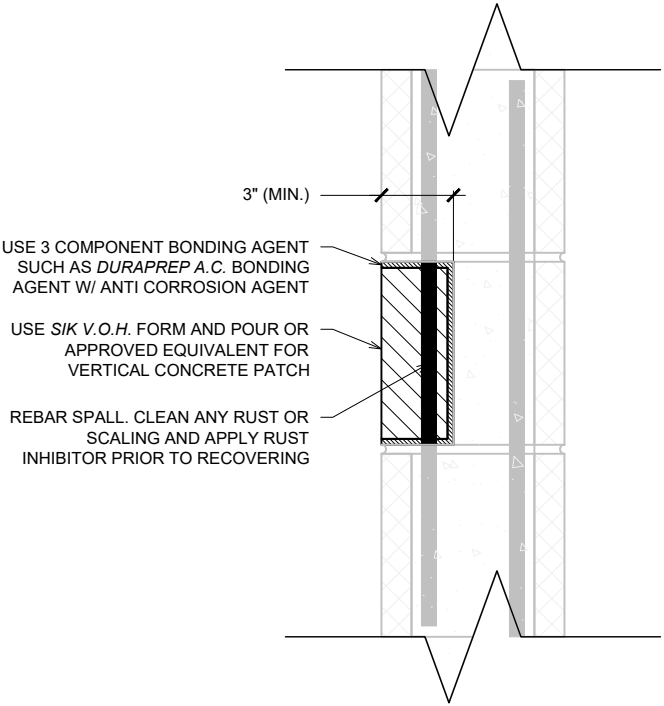
STRUCTURAL DETAILS

DRAWING NUMBER

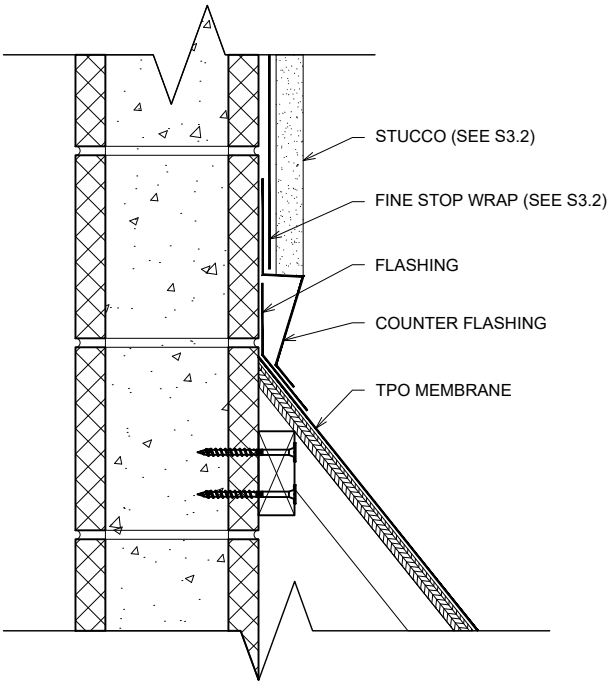
S3.0



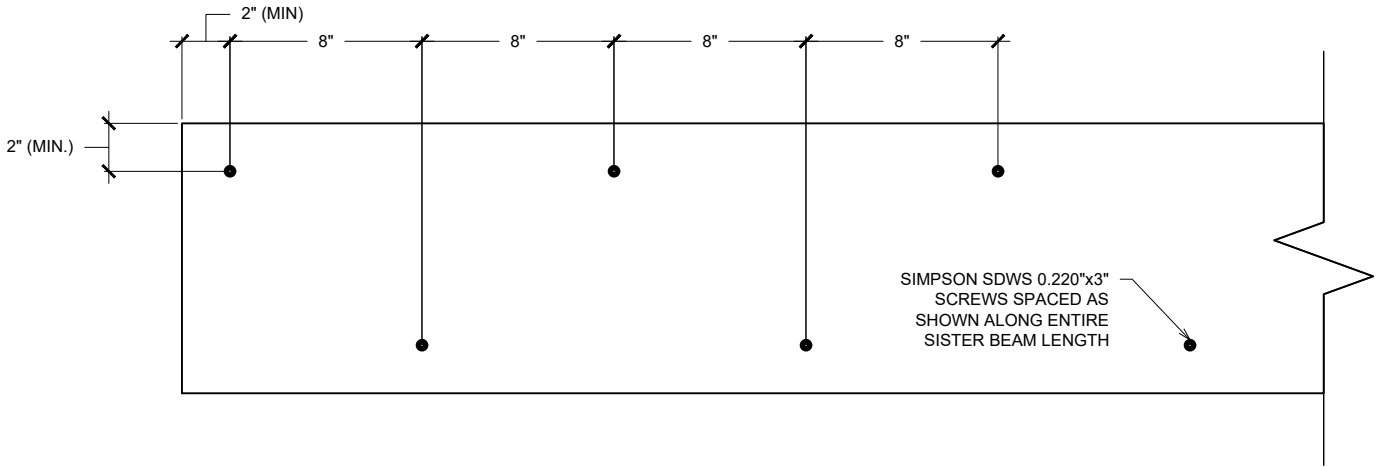
1 **BAR JOIST TO CONCRETE CONNECTION**
1-1/2"=1'-0" (11x17) 3"=1'-0" (24x36)



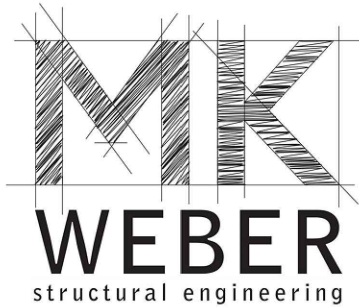
2 **CMU WALL SPALL REPAIR**
1-1/2"=1'-0" (11x17) 3"=1'-0" (24x36)



3 **STUCCO TERMINATION DETAIL**
1-1/2"=1'-0" (11x17) 3"=1'-0" (24x36)

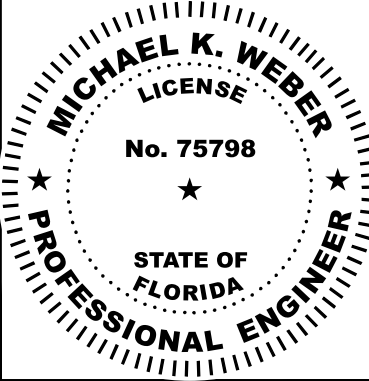


4 **BEAM SISTER DETAIL**
1-1/2"=1'-0" (11x17) 3"=1'-0" (24x36)



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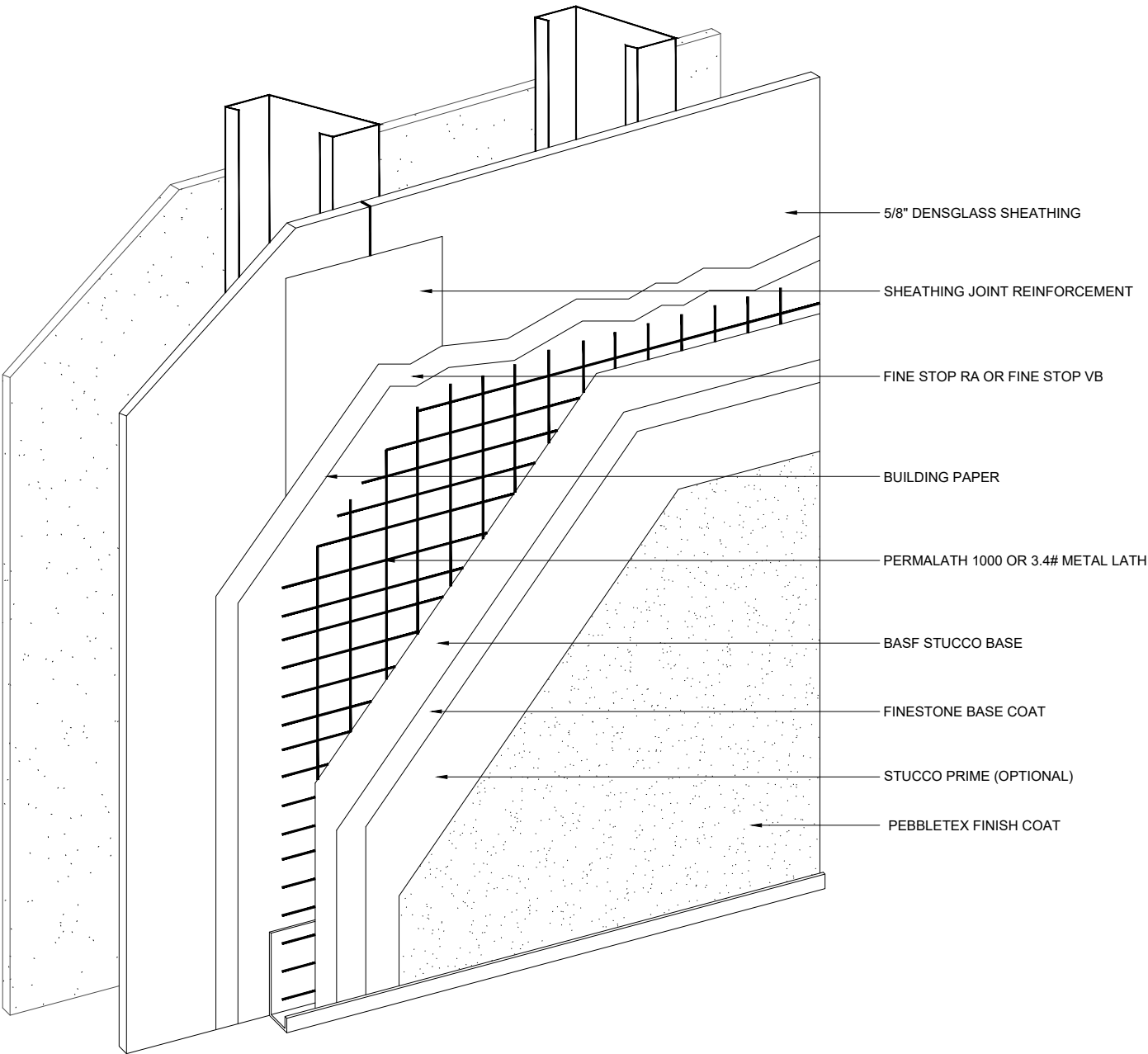
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ROOF REPAIR FOR:
THE SUMMIT BEACH RESORT
8743 THOMAS DR
PANAMA CITY BEACH, FLORIDA

REV.	DESCRIPTION	DATE			

JOB NUMBER:	22270
DRAWN BY:	JCC
CHECKED BY:	MKW
PLOT DATE:	1/10/2023

SHEET TITLE
STRUCTURAL DETAILS
DRAWING NUMBER
S3.1








- NOTE:**
1. REMOVE ALL MATERIALS UNTIL ONLY DENSGLASS SHEATHING REMAINS.
 2. ONCE DENSGLASS IS VISIBLE ADD THE MISSING FASTENERS ACCORDING TO TABLE BELOW.
 3. AFTER THE FASTENING PATTERN FOR THE DENSGLASS IF CORRECT RESEAL ALL JOINTS AND SCREW HEADS WITH MANUFACTURERS SPECIFIED JOINT REINFORCEMENT & SEALANT.
 4. ONCE SEALED, PROCEED W/ MANUFACTURERS INSTRUCTIONS AS DIRECTED TO RE-APPLY ALL MATERIALS.

Fastening and Framing

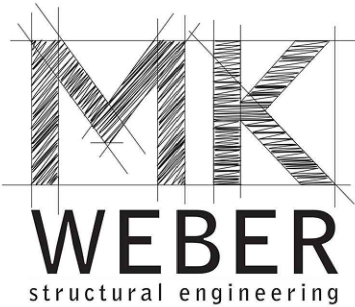
Thickness	Framing Spacing	Panel Orientation	Fastener Spacing – Wood Framing ⁴	Fastener Spacing – Metal Framing ⁴
1/2" (12.7 mm)	24" (610 mm) o.c. max ^{1,3}	Parallel ³ or Perpendicular	8" (203 mm) o.c. field ² & perimeter	8" (203 mm) o.c. along framing
5/8" (15.9 mm)	24" (610 mm) o.c. max ³	Parallel ³ or Perpendicular	8" (203 mm) o.c. field ² & perimeter	8" (203 mm) o.c. along framing

1. Only for mechanically attached claddings. When specified behind EIFS, maximum framing spacing for 1/2" (12.7 mm) DensGlass® Sheathing is 16" (406 mm) o.c.
2. Fastener spacing around the perimeter of the wall and along intermediate vertical framing members. To meet the racking shear strength listed in the physical properties table, fastener spacing is 4" (102 mm) o.c. around the perimeter of each panel and 8" (203 mm) o.c. along vertical framing members.
3. For racking strength resistance, apply panel edges parallel with framing spaced a maximum of 16" (406 mm) o.c. for both 1/2" (12.7 mm) and 5/8" (15.9 mm) DensGlass Sheathing.
4. Fire-rated assemblies may require additional fasteners, see specific assembly details.

Fastener*	Length		Description	Application
	1/2" (12.7 mm) Thick Sheathing	5/8" (15.9 mm) Thick Sheathing		
	1" (25 mm)	1-1/4" (32 mm)	Bugle head fine thread, corrosion-resistant drill point drywall screw	DensGlass Sheathing to heavy-gauge metal framing (18 gauge or thicker)
	1" (25 mm)	1-1/4" (32 mm)	Bugle head fine thread, corrosion-resistant sharp point drywall screw	DensGlass Sheathing to light-gauge metal framing furring (20-25 gauge)
	1-1/4" (32 mm)	1-5/8" (41 mm)	Bugle head, rust-resistant, coarse thread sharp point screw	DensGlass Sheathing to wood framing
	1-1/4" (32 mm)	1-1/4" (32 mm) metal 1-5/8" (41 mm) wood	Wafer head, corrosion-resistant screws, drill or sharp point	DensGlass Sheathing to heavy-gauge or light-gauge, metal or wood framing
	1-1/2" (38 mm)	1-3/4" (45 mm)	11-gauge, galvanized nail	DensGlass Sheathing to wood framing

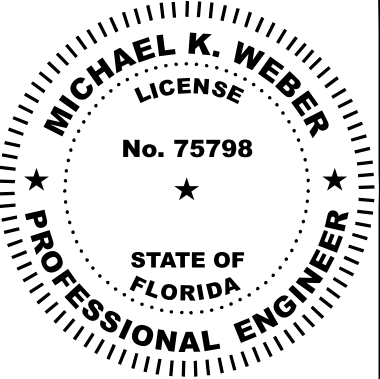
*For screws, meet or exceed ASTM C1002 or C954. Contact fastener manufacturer for correct amount of corrosion resistance.

DENSGLASS MANUF. FASTENING PATTERN
EXCERPT



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PANAMA CITY, FL 32405
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AUTHORIZATION # 33120



EOR: MICHAEL K. WEBER P.E.
STRUCTURAL ENGINEER
FLORIDA P.E. # 75798

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ROOF REPAIR FOR:
THE SUMMIT BEACH RESORT
8743 THOMAS DR
PANAMA CITY BEACH, FLORIDA

REV.	DESCRIPTION	DATE			

JOB NUMBER:	22270
DRAWN BY:	TBC
CHECKED BY:	MKW
PLOT DATE:	1/10/2023

SHEET TITLE
STUCCO WALL SYSTEM
DRAWING NUMBER
S3.2

General Conditions

Exhibit - B

EXHIBIT - B**GENERAL CONDITIONS****Article 1 General Provisions**

- 1.1 Contract Documents: The "Contract Documents" are set forth in the Agreement Between SOA and Contractor ("Agreement") and consist of the Agreement, the Scope of Work, these General Conditions, Addenda issued prior to the execution of the Agreement, and any Modifications issued after the execution of the Agreement. A Modification is (1) a written amendment signed by both Contractor and SOA, or (2) a fully executed change order. These General Conditions incorporate by reference the terms defined in the Agreement to the extent such terms are not otherwise defined in these General Conditions.
- 1.2 The Contract Documents may be amended or modified only by a written amendment or change order signed by both parties.
- 1.3 Execution of this Agreement by Contractor is a representation that Contractor has visited and observed the job site and become generally familiar with the local conditions under which Contractor's Work is to be performed. However, Contractor shall not be responsible or liable for (i) misrepresentations on the part of SOA or SOA's Representative as to conditions of the job site, or (ii) hidden/latent conditions not reasonably ascertainable prior to beginning the Contractor's Work.
- 1.4 Execution of the Agreement by SOA is a representation that SOA has read all terms, conditions, and specifications contained in the Contract Documents, knows and understands what is required of Contractor and SOA, and agrees that the obligations of both parties are specifically as dictated by these documents.
- 1.5 The prices quoted are with the understanding that Contractor will furnish all labor, materials, and equipment necessary to perform all Contractor's Work in a workman-like manner according to standard practices.
- 1.6 SOA expressly agrees that Contractor may subcontract all or any part of the Contractor's Work, and authorizes Contractor to subcontract the same.
- 1.7 Contractor and SOA's Representative agree to cooperate in all respects with each other.

Article 2 SOA Responsibilities

- 2.1 SOA shall designate in writing where appropriate in the Agreement SOA's Representative who shall have express authority to bind SOA with respect to all matters requiring SOA's consent, approval, or authorization.
- 2.2 The SOA's Representative shall determine in general that the Contractor's Work is being performed in accordance with the Contract Documents, and will endeavor to guard SOA against defects and deficiencies. The SOA's Representative shall carry out communications with Contractor (Project

Manager), shall sign work vouchers, sign change orders for additional work, approve pay requests and perform the closeout procedures outlined in Article 6 below.

- 2.3 Prior to Contractor's commencement of the Work, at Contractor's request, SOA shall provide to Contractor reasonable assurances that SOA has made financial arrangements to fulfill SOA's obligations under this Agreement. Until such financial assurances are made, neither party shall have any obligation to perform under this Agreement and specially Contractor shall have no obligation to commence the Work until the SOA provides such assurances. If commencement of the Work is delayed due to SOA's failure to provide such assurances, the time for completion of the Work, if any, shall be adjusted accordingly. After Contractor commences the Work, if SOA fails to provide such assurances within five (5) days of the Contractor's request, the Contractor may immediately stop the Work until SOA has provided such assurances and the time for completion of the Work, if any, shall be adjusted accordingly.
- 2.4 In the event it becomes necessary to enter the Improvements, SOA shall, upon reasonable notification, provide access to Contractor and Contractor's agents, employees, subcontractors, and representatives (the "Contractor's Parties").
- 2.5 SOA shall provide water and electricity for operation of equipment necessary to the work. Use of sanitary facilities shall be negotiated.
- 2.6 SOA shall assign no more than ⁶_____parking spaces to Contractor for vehicles and equipment.
- 2.7 SOA shall be responsible to remove or protect miscellaneous loose objects in the work area, i.e., potted plants, patio furniture, etc. If items are not removed, Contractor shall not be responsible for any damage that might occur.
- 2.8 SOA shall be responsible for cleaning miscellaneous dirt and water spots from windows after the Contractor's Work is completed. Contractor shall be responsible to remove only any of its materials that adhere to the glass as a result of Contractor's work.
- 2.9 SOA shall be responsible for notifying all concerned of the Contractor's Work being performed in order to avoid any injuries or damages to personal belongings. Areas of possible over spray or dripping of material will be marked off and Contractor will erect signs designating such areas as "restricted areas." SOA shall be responsible for enforcement of the restricted areas. SOA specifically agrees that Contractor shall not be responsible for damages or injuries occurring within the restricted areas.
- 2.10 It is SOA's responsibility to perform any trimming or pruning of foliage, which will (or does) interfere with the Contractor's Work. SOA shall be responsible for assessment of potential plant damage resulting from unavoidable exposure to fumes, over spray and/or residue of materials being used and shall protect or replace plants accordingly. Replacement of plants shall be done at SOA's sole cost and expense.

- 2.10 SOA shall be responsible for the removal and replacement of any shutters or other protective devices impeding the Contractor's Work. SOA shall immediately remove such shutters and protective devices upon Contractor's notice of the need for such removal.
- 2.12 In conjunction with terms outlined in Protection of Persons/Property Section 5 (below), SOA shall be responsible for advising residents/tenants/neighbors of potential damage situations that may occur in the normal course of work, such as noise, vibrations or excessive dust. SOA specifically agrees that Contractor is not responsible for any such situations and agrees to defend, indemnify and hold Contractor and Contractor's Parties harmless against any damages, claims, causes of action, costs (including attorneys' fees) and expenses arising out of or relating to damages resulting from the Contractor's Work.
- 2.13 Depending on the nature and extent of the Contractor's Work, all or a portion of the condominium building may need to be vacated from time to time during the performance of the Contractor's Work, which shall be performed at SOA's sole cost and expense. Contractor will coordinate with the SOA's Representative in scheduling the Contractor's Work in such a manner as to minimize the inconvenience to SOA. However, in the event that the Contractor's Work cannot be performed without all or a portion of the condominium building being vacated, Contractor shall have the right to stop work in the event SOA refuses to vacate as requested.
- 2.14 Because installation specifications for certain applications require that the areas being treated remain undisturbed for specific periods of time and because certain procedures create unsafe conditions, it shall be SOA's responsibility to make such areas available to Contractor for periods required for the safe and successful completion of all work contemplated by the Contract Documents.
- 2.15 In the event of discovery of asbestos materials (or other hazardous materials) incorporated in the construction of the building, it shall be SOA's responsibility, at SOA's sole cost and expense, to determine and execute the necessary action to comply with safety and environmental regulations. During the time period in which SOA is taking required action, Contractor shall not be responsible for progressing any work contemplated by the Contract Documents and shall be entitled to compensation for demobilization and remobilization charges.

Article 3 Contractor Responsibilities

- 3.1 Contractor shall perform the Contractor's Work in accordance with the Contract Documents.
- 3.2 Contractor must be duly licensed by the governing body of the jurisdiction in which the facility is located, and obtain all required permits for the Contractor's Work. Failure to obtain proper permits resulting in a fine shall be the responsibility of Contractor.
- 3.3 Contractor shall pay for all labor in performance of the Contractor's Work plus related taxes and insurance required by law or the Contract Documents.

- 3.4 Contractor shall pay sales tax levied on material at the point of purchase. However, should a State Sales and/or Use Tax be levied on the contract amount (set forth in the Agreement) or any portion thereof (unless SOA provides evidence of exemption), said tax shall be added to the final invoice, shall be paid by SOA, and remitted by Contractor to the state agency levying the tax.
- 3.5 Contractor shall endeavor to employ competent superintendents, foremen and workmen.
- 3.6 Contractor shall appoint a Project Manager to supervise and direct the Contractor's Work. The Project Manager shall be solely responsible for all means, methods, techniques, sequences and procedures used in connection with Contractor's Work, and shall coordinate all portions of the Contractor's Work under the Contract Documents.
- 3.7 Contractor shall see that personnel employed on the job site are clothed in identifiable uniforms while working on the premises or entering any part of the facility.
- 3.8 Contractor shall deliver materials to job site in unopened containers and assumes full responsibility for any materials stored on the job site.
- 3.9 Contractor shall keep the buildings and ground areas reasonably clean. However, Contractor shall not be responsible for the removal, repair or replacement of shutters or other protective devices installed in such a manner as to impede the Contractor's performance of the Contractor's Work.
- 3.10 Contractor shall remove all of its materials, equipment, and debris from the premises within five (5) working days from final inspection by SOA.

Article 4 Insurance

- 4.1 Without limiting any of the other liabilities or obligations of Contractor, Contractor shall furnish to SOA duly executed certificates of insurance, stating that the following types of insurance coverage and limits are in force, and that insurance will not be canceled without ten (10) days prior notice to SOA by the insurance agent:

A. Commercial General Liability:

General Aggregate.....	\$ 2,000,000
Products/Completed Operations Aggregate.....	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

B. Automobile Liability:

Combined single Limit/each Occurrence:

Bodily Injury/Property Damage	\$ 1,000,000
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C. Excess Liability Umbrella:

Each Occurrence\$5,000,000
 Aggregate\$5,000,000

D. Workers' Compensation and Employers Liability:

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

4.2 SOA's Insurance:

SOA shall maintain its usual insurance throughout Contractor's Work on the Project. In the event Contractor's Work is damaged during construction prior to completion of the Project through no fault of Contractor (including, without limitation, from events such as fire, flood, wind, vandalism, acts of war, terrorism, or other events beyond Contractor's control), the SOA shall be responsible for the costs of repairing and/or reconstructing Contractor's Work, including Contractor's reasonable overhead and profit. The SOA acknowledges that insurance policies (i.e., "builder's risk" insurance policies) are available to protect against such risk and may elect to purchase (but is not obligated to purchase) such insurance. If any event not the fault of the Contractor causes damage to the project, Contractor will be paid for any and all work completed, including installed and stored material, which was in place prior to the event. This payment for work will be paid to the Contractor according to the payment schedule outlined in the Contract Documents and will not be delayed in any way even if the SOA is in process of collecting insurance proceeds (if available) for damages to the Contractor's Work.

- 4.3 Mutual Waiver of Subrogation:** The SOA and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire, or other causes of loss, but only to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Contractor's Work, except such rights as they have to proceeds of such insurance.

Article 5 Protection of Persons/Property

- 5.1** Contractor shall exercise reasonable care in the handling of carpeting or other floor covering interfering with the performance of the Contractor's Work specified in the Contract Documents. However, SOA shall be solely responsible for any damage due to the age and condition of said materials.
- 5.2** Contractor shall take reasonable precautions to protect adjacent surfaces, finishes and properties. However, when the Contractor's Work, by its nature, involves activities that may result in potential damage, i.e., vibration of the structure or creation of excessive dust, Contractor shall notify SOA's Representative, in writing, so that residents/tenants/neighbors can be advised to protect their belongings. Contractor shall not be responsible for damages resulting from the normal and unavoidable circumstances of the Contractor's Work.

- 5.3 Contractor shall take reasonable precautions to protect adjacent surfaces and finishes from damage or staining during application except as outlined in SOA Responsibilities in Article 2.
- 5.4 Contractor shall be responsible for removing from windows any permanently adhering new material that occurs as a result of the Contractor's Work. Removal of miscellaneous dirt and water spotting shall be the sole responsibility of SOA.
- 5.5 Contractor shall mark off and erect signs in areas where over spray, dripping, or hazardous conditions may occur. Contractor shall not be responsible or liable for damages to items located or parked within the restricted areas. Contractor shall not be liable for injuries or damages to persons disregarding signs or barriers.
- 5.6 Contractor shall be responsible for safety administration on the job (including tools, equipment, and work methods) and compliance with all OSHA safety regulations.

Article 6 Payment and Completion

- 6.1 SOA shall pay Contractor in the manner set forth in the Contract Documents. Failure to do so may result in work stoppage and/or interest charges on monies past due. In the event of default in payment of any amounts due under the Contract Documents, Contractor shall be entitled to stop work and pursue all remedies, including legal action. Failure of SOA to timely remit any payment due hereunder shall entitle Contractor to stop work on the project and pursue all remedies, including legal action. In the event that legal action is taken, the prevailing party shall be entitled to recover attorney's fees and costs of the litigation.
- 6.2 Unless otherwise agreed in writing, Contractor shall submit monthly progress billings to SOA based upon the Schedule of Values (to be submitted with each monthly invoice) which may from time to time be amended by the written consent of SOA and Contractor, and if applicable, the architect or engineer. The invoices shall be submitted on the 25th day of each month and payment shall be made by SOA no later than the 10th of the following month. Any invoice unpaid by SOA after the 10th of the month shall bear interest at the lesser of 12% per annum or the maximum amount permitted by law.
- 6.3 When Contractor submits progress billings, SOA's Representative shall, within five (5) business days, inspect the project to determine that the requested percentage has been acceptably completed. If approved, the progress draw shall be passed on to SOA for payment. If not approved, Contractor shall be advised of additions or corrections required for approval in writing within 15 days of the date the applicable progress billing was submitted. If approved, or if no written notice of additions or corrections is provided within the 15-day period, SOA shall immediately pay Contractor the amount of the progress draw, less the applicable retainage set forth below.
- 6.4 SOA shall notify Contractor in writing within 15 days of receipt of the invoice of any bonafide dispute as to the amounts due under the pay request invoice and

shall specify the reasons for such dispute. SOA shall not be entitled to withhold payment of any undisputed amounts. Failure by SOA to submit such written dispute within the required time shall constitute a waiver of such dispute and payment shall be due according to the terms stated herein.

- 6.5 A retainage of 10% until 50% of the Project is completed and then a retainage of 5% until final completion is to be withheld by SOA from each progress payment until final completion. Retainage shall be due and payable at the time any punch list work has been completed and approved by SOA and architect/engineer if applicable. All warranties and final lien releases shall be delivered to SOA upon final payment.
- 6.6 Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that SOA can occupy or utilize the work for its intended use.
- 6.7 When Contractor has submitted his pay request for Substantial Completion in accordance with the Contract Documents, the SOA's Representative shall meet with the Project Manager for a walk through. A punch list shall be generated from this walk through. When Contractor has completed the punch list, he shall request a final walk through with the SOA's Representative. If all items contained on the original punch list have been completed, SOA's Representative shall approve the punch list and the approved punch list shall be submitted with Contractor's request for final payment and retainage, along with applicable lien releases and warranties.
- 6.8 The making of a final payment by SOA shall constitute a waiver of all Claims (defined below) by the SOA except those Claims made in writing prior to the making of the final payment in accordance with Article 7.

Article 7 Claims

- 7.1 A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, extension of time, and/or other relief arising out of or relating to the terms of the Contract Documents.
- 7.2 Claims must be initiated in writing within the later of 21 days after the occurrence of the event giving rise to the Claim or within 21 days of when the claimant knew or should have known about the condition giving rise to the Claim. Claims not made within the allotted time are waived.

Article 8 Miscellaneous

- 8.1 All parties recognize that every building/job site potentially has moisture

infiltration issues and, as a result, it is possible that fungi/mold/organic pathogens or other contaminants (airborne and otherwise) may already be present in or about the building/job site and such circumstances are an acknowledged precondition to commencement of the Contractor's Work by the Contractor. By executing the Agreement, the parties acknowledge that Contractor has been retained to perform defined installation and/or repair work on the building or at the job site as defined in the Scope of Work and unless otherwise specified, the Contractor has not guaranteed the detection, removal or eradication of mold/fungi/organic pathogens and other contaminants. SOA shall use best efforts to ensure that the Project site is free from toxic mold/fungi/organic pathogens or other contaminants before, during and after the Contractor has completed its work pursuant to the Contract Documents.

- 8.2 Contractor shall not be responsible for any damage caused to the building, job site, nor any damage caused to the materials being used in the performance of the Contractor's Work under the Contract Documents, which is caused by any intervening named tropical storm, hurricane, tornado, fire, earthquake, natural disaster, or any act of God and SOA agrees to pay for additional work performed by the Contractor to repair the damage caused by such intervening event. SOA shall also agree to reimburse Contractor for the cost of removal of all materials, tools, equipment and personnel from the job site and remobilization to the job site should this become necessary due to such an intervening event.
- 8.3 Contractor shall not be liable for any damage to the building, job site, common facilities, individual units or individual contents, as a result of mold, mildew or other biological contaminants regardless of whether the same was caused by water intrusion, moisture accumulation, the building being unoccupied or any other cause.
- 8.4 Contractor expressly disclaims any liability whatsoever arising from or related to SOA's analysis of existing conditions of the job site or SOA's property and/or SOA's recommendations for repair/remediation based upon such analysis.
- 8.5 All parties understand and acknowledge that Contractor is not a materials, engineer, or design professional. Although in some circumstances Contractor may provide assistance in identifying a work scope, Contractor recommends that SOA retain a design professional to identify the final scope of work, and Contractor makes no representations or warranties relating to the suitability of the scope of work under this Contract and disclaims any liability relating to the suitability of the scope of work. Any review by the Contractor of Contractor's Work or scope of work performed by Contractor, and/or the Contract Documents is only for the purpose of facilitating construction by the Contractor, and is not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents or work scope. Any review by the Contractor is made in the Contractor's capacity as a contractor and not as a licensed design professional, and Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. If Contractor fails to comply with an applicable law, statute, ordinance, building code, rule or regulation as a result of deficient plans or specifications or as a result of direction from SOA, agent or representative of SOA, or design professional or others acting on behalf of the SOA, Contractor

shall not be liable for such non-compliance, and SOA shall bear all costs resulting from such violation and shall defend, indemnify, and hold Contractor harmless from any damages, claims, and causes of action arising from such violation (including all attorneys' fees and all costs as provided in Section 8.10 herein).

- 8.6 SOA acknowledges the work of this Agreement is not a part of the original building construction and Contractor is not liable or responsible for any construction defects that existed prior to Contractor's Work. Due to the existing construction, which (except as expressly indicated) is not being modified, upgraded, or replaced under the work of this Agreement (including, without limitation, existing wall-cladding joint dimensions), some new materials (including, without limitation, sealants), may not be installed in complete accordance with manufacturer's recommendations or requirements where such are applicable only to new construction, but shall be installed in accordance with industry standards for the existing structure and scope of work referenced in the Agreement Documents. Regarding sealants, in particular, where Contractor is responsible for replacement of sealants, Contractor is not responsible for rebuilding wall-cladding or other building components in which sealants are applied, but is only responsible for removal of the sealant and installation of new sealant in accordance with industry custom and practice for restoration work. In addition, the parties acknowledge and agree that Contractor is not responsible for deep cleaning or the removal of any dust, dirt, or other small debris left on the premises (including, but not limited to, in any owner's unit) as a result of Contractor's Work.
- 8.7 If applicable, as part of the final payment/project close-out process, Contractor shall provide SOA with a warranty from the manufacturer of new handrail and/or balcony railing system(s) ("Railing Systems"). Notwithstanding any other provision in the Contract Documents, said manufacturer's warranty shall be SOA's sole and exclusive remedy for any defect(s), deficiency(ies), or other problem(s) arising out of or relating to the Railing System(s). Additionally, SOA hereby agrees that Contractor its subcontractors, sub-consultants, and/or other vendors shall not be responsible for any vibration, harmonic, dynamic resonance, humming, and/or other noise-related issues arising out of or relating to the Railing System(s) installed on the Project.
- 8.8 SOA agrees that Contractor shall have reasonable access to electrical power and water on the premises at no expense to Contractor, and that there shall be no interruption of such electrical power and/or water that delays the work or increases the cost to Contractor. In the event of such an interruption, the Contractor shall be compensated in the form of an extension of time.
- 8.9 Except as expressly specified in the Contract Documents, the contract price does not include the repair of any conditions that are unknown to Contractor as of the date of the Agreement's execution. Contractor shall receive additional compensation for remediation of such unknown conditions in excess of any anticipated quantities set forth in the Contract Documents. It is also expressly understood by SOA that, given SOA's interest in completion of Contractor's Work as quickly as practicable, SOA, either itself or through its engineer or architect, shall give prompt approval of and direction relating to additional work that may be needed as a result of the discovery of such conditions. SOA acknowledges and

agrees that if Contractor is delayed as a result of the discovery of unknown conditions or other events outside Contractor's control, Contractor shall be entitled to an extension of time, additional compensation, and an additive Change Order for Contractor's job site overhead costs during the delay for delays that are attributable to SOA, until the delay in Contractor's progress is resolved by SOA.

- 8.10 SOA expressly waives any claim for punitive damages and consequential damages arising out of or relating to the Contract Documents and the Contractor's Work contemplated by the Contract Documents, including, without limitation, damages for loss of use, lost income, lost profit, rental expenses, the cost of financing, business interruption, and/or damage to reputation.
- 8.11 In the event of any Claims or litigation arising out of the Contract Documents, the prevailing party shall be entitled to recover from the other all costs and expenses, including attorney fees expert fees, and costs, whether from pretrial, trial, collection or appellate proceedings.
- 8.12 The Contract Documents shall be governed by and construed in accordance with the laws of the State of Florida. Any lawsuit arising out of the Contract Documents or the transactions contemplated herein shall be filed and litigated in a state or federal court having jurisdiction over Bay County, Florida, and each party submits to the personal jurisdiction of all such courts.
- 8.13 SOA represents and declares that they have carefully read the Contract Documents, that they know and fully understand all contents of the Contract Documents, and that they have signed the Agreement freely and voluntarily.
- 8.14 The Contract Documents embody the entire agreement of the parties relating to the subject matter hereof. No amendment or modification shall be valid or binding upon Contractor unless made in writing and signed by Contractor. All prior understandings and agreements relating to the subject matter hereof are hereby expressly terminated.
- 8.15 If any term, provision, condition, or covenant contained in the Contract Documents shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract Documents (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of the Contract Documents shall remain in full force and effect.
- 8.16 This Contract Documents shall be binding upon the executors, administrators, personal representatives, heirs, successors, and assigns of the parties hereto.
- 8.17 As used in the Contract Documents, the neuter gender shall include masculine and feminine, the masculine and feminine genders shall be interchangeable and include the neuter gender, the singular number shall include the plural, and the plural the singular.
- 8.18 The captions of the sections and paragraphs of the Contract Documents are for

convenience only and shall not be considered or referred to in resolving questions of interpretation or condition.

- 8.19 The person/officer executing the Agreement on behalf of SOA represents and warrants that he or she is authorized to execute the Agreement on behalf SOA and to bind SOA as to all of the terms and conditions of the Contract Documents, and that SOA has consented to, approved of, and authorized the Contract Documents in all respects.
- 8.20 At any time prior to and/or during the course of the Project, Contractor may request that SOA supply reasonable evidence that SOA has made financial arrangements to fulfill SOA's obligations under the Contract. Upon receipt of that request, SOA shall, within 7 days or such other time as is agreed to in writing by the parties, supply such evidence. The Contractor shall have no obligation to commence and/or continue the Work until SOA provides such evidence, and the Contract Time (if a Contract Time applies) shall be extended appropriately while Contractor is awaiting such reasonable evidence. After SOA furnishes such evidence of financial arrangements, SOA shall not materially vary such financial arrangements without prior written notice to the Contractor. If SOA fails, within 7 days or such other time as is agreed to in writing by the parties, to provide satisfactory evidence of its ability to fulfill SOA's obligations under the Contract, Contractor shall have the right to suspend and/or terminate the Contract for cause.

Article 9 Warranty

- 9.1 Contractor's One-Year Warranty: Contractor warrants its work on the terms set forth in this paragraph for one year from the date of Substantial Completion. Contractor warrants to SOA that the materials used and equipment furnished will be new and of good quality, unless the Contract expressly requires or allows something different or the parties otherwise agree. Contractor further warrants that the Work will be free from material defects not intrinsic in the design. Contractor makes no other warranties, express or implied. Contractor's warranty excludes liability for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Work was not intended, improper operation, improper or insufficient maintenance, modifications performed by SOA or others, settling, acts of God (e.g., tropical storms, hurricanes, tornado, flood, fire, etc.), and vandalism or abuse. Pre-existing latent defects are not covered by any warranty from Contractor if repair of the defects is not expressly within (or added to) the Scope of Work. Liability under this warranty shall not include any punitive damages, or implied, contingent, consequential, or resultant damages of any nature. Liability shall be limited to an amount not to exceed the portion of the original contract value for the work performed at the area of defective workmanship. The warranty is not transferable or assignable without the written consent of Contractor. SOA's sole and exclusive remedy for any claims alleged to arise out of defects in workmanship or materials shall be pursuant to the warranties provided in this Article 9. If within one year after the date of substantial completion any portion of Contractor's work is discovered to be defective, SOA, as a condition precedent to establishing a warranty claim, shall notify the Contractor in writing prior to the expiration of this warranty.

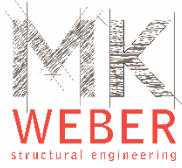
- 9.2 Manufacturer / Product Warranties, Subcontractor Warranties (if applicable): If any manufacturer / product or subcontractor warranties are required by the Agreement, Contractor's sole responsibility is to cause said warranties to be issued and delivered to SOA. Contractor is not in any way liable to SOA under any manufacturer / product or subcontractor warranties that are required by the Agreement or are otherwise offered or issued by any manufacturer, product, or subcontractor. Notwithstanding any language to the contrary, if any such warranties are issued, SOA acknowledges that some such warranties may begin to run prior to the date of substantial completion (e.g., upon date of delivery of materials), and any contract requirement that specifies a different date for commencement of such warranties is amended to reflect that the particular manufacturer's / subcontractor's standard warranty policies, including policies that govern when warranties are to commence, will control.

Article 10 Disclaimer

- 10.1 The proposal set forth herein was prepared by Contractor utilizing initial inspections of SOA's property, building, and job site, and based upon SOA's representations and Contractor's experience in the industry and work on similar projects. Although Contractor may engage engineers and architects, the Proposal is not and should not be considered an "engineer's report" or an "architect's report." SOA has been advised and encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the job site or the Property and the recommendations contained in this proposal. Further, while Contractor may have performed limited tests on materials that are a part of the job site or the Property, SOA is hereby advised that additional detailed testing that may not have been used by Contractor could indicate or may warrant different recommendations.

Bid Form

Exhibit - C



Summit Condominiums
Re: Stucco/Framing Repairs
 Bid Sheet

Revised (5/16/23) Bid Sheet

Revised (5/16/23) Bid Sheet			
Item Number	Description	Units	Bid Amount
1	East Canopy	Lump Sum	\$16,224.00
2	West Canopy	Lump Sum	\$16,867.00
3	Middle Canopy	Lump Sum	\$345,783.00
4	Doors	Lump Sum	\$30,015.00
5	Paint East & West Canopy (impacted stucco areas)	Lump Sum	included in canopy pricing
		\$/Sq.Ft.	
6	Paint Middle Canopy (impacted stucco areas including dropdown ceiling)	Lump Sum	included in canopy pricing
		\$/Sq.Ft.	
7	Paint Drywall Ceiling (east and west canopy)	Lump Sum	included in canopy pricing
		\$/Sq.Ft.	
Total Bid Amount		\$408,890.00 + 1% for Bonds	
Contractor's Estimated Project Duration		8	Weeks
Contractor's Updated Start Date		9/5/23	

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: 23-14057; Summit CSC Standard LS Contract Package-10.5.23.pdf

Source Envelope:

Document Pages: 57

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lori Feliciano

AutoNav: Enabled

22657 CANAL RD

Enveloped Stamping: Enabled

ORANGE BEACH, AL 36561

Time Zone: (UTC-06:00) Central Time (US & Canada)

lfeliciano@csharpe.com

IP Address: 97.64.230.246

Record Tracking

Status: Original

Holder: Lori Feliciano

Location: DocuSign


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lfeliciano@csharpe.com

Signer Events

Stacy Peery

SummitBOD.SPeery@gmail.com

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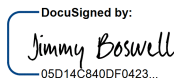
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Jimmy Boswell

jboswell@csharpe.com

Operations Manager

C-Sharpe Co.

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Claire Durham

summitgm@summit-resorts.com

General Manager

Security Level: Email, Account Authentication
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Carbon Copy Events	Status	Timestamp
Lori Feliciano lfeliciano@csharpe.com Project Administrator C-Sharpe Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/5/2023 2:08:47 PM Resent: 10/6/2023 3:57:03 PM Viewed: 10/6/2023 3:59:34 PM
Tucker Martin tmartin@csharpe.com Project Manager C-Sharpe Co. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/5/2023 2:08:46 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 2:08:47 PM
Envelope Updated	Security Checked	10/5/2023 2:13:16 PM
Certified Delivered	Security Checked	10/6/2023 3:56:16 PM
Signing Complete	Security Checked	10/6/2023 3:56:58 PM
Completed	Security Checked	10/6/2023 3:56:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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