

ADDENDUM TO BID DOCUMENTS

SOLICITATION	ITB 2011-12 D	E LEONARDIS YOUTH CEN	ITER RENOVATI	ONS AT ALLEN PAI	RK-PHASE II
ADDENDUM No.	1	BID OPENING DATE	October 7, 2011 at 2:00pm	TODAY'S DATE	9/27/2011
	•		at Eloopiii		71=71=011

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Modifications

1. The construction time has been revised. Substantial Completion shall be achieved in **one hundred and eighty (180) calendar days** instead of two hundred and seventy (270) calendar days.

Questions and Answers

Q.1: Could you please provide a checklist of forms that are required with the bid proposal for responsiveness.

A.1:

- --5% Bid Bond
- Addenda per Section 1.8
- Professional licenses, certifications for contractor and subcontractor per section 2.6
- -Bid Page per section 4.0
- -City required forms per section 5.0
- -CDBG required forms per Section 6.0
- Q.2: The project is scoped as Phase II A & II B. Are both phases bid as a single lump sum? If not, the bid proposal page has only a single lump sum required?
- A.2: Please see attached revised bid page.
- Q.3: Detail 2 page A1.00 what does it pertain too?
- A.3: Detail 2 on A1.00 pertains to the post and post foundation to be provided on either side of the new gate and portion of new chainlink fence to be installed. Provide a hasp at the new gate. The gate and fence is to be installed next to the new ramp as shown on Sheet A1.02 in the Partial First Floor Plan.
- Q.4: Alt. # 1 Windows shown on Detail 14 p A3.02 shows a quantity of 7 windows. Page A1.02 first floor plan only shows 3 window openings. None shown on 2nd floor plan. Please Verify.

A.4: Provide for 7 windows as shown on The South Interior Elevation 14/A3.02.

Q.5: Is there a roofing detail for the new roofing required for the new concrete roof deck? Coping and curbs but no roofing.

A.5: See Specification section 07550 (07 55 52) MODIFIED BITUMEN ROOFING and section 07220 Roof Insulation. Also refer to the structural drawing S-2 for wind pressure requirements to be met; NOA will need to meet required wind load pressures.

Q.6: Page A2.04 shows to box in existing track and structural supports. Is it "D" on A3.03 no # is shown. Please Verify

A.6: Box out the track per Detail 2 on A3.03.

Q.7: Mechanical and Plumbing sheets are labeled "Overall Electrical Plans. Please Verify

A.7: The term "OVERALL" in the title indicates an overall floor plan in lieu of a partial plan; it does not depict all nor most of the existing Mechanical, Plumbing or Electrical devices, fixtures etc. Normally only new items (devices, fixtures, ductwork, etc.) and items that are to be modified or are relevant to the design are shown.

Q.8: Verify roof R values?

A.8: R-Value is to be an average of R 19 see specification section 07220, Roof Insulation.

Q.9: What is the overall permit cost structure? Will the city have an allowance?

A.9: Allowance for the permits specified has been included in revised bid proposal section.

Q.10: Is roof under warranty? What is the product/manufacturer warranty? What is the installation warranty? Who is the warranty company?

A.10: The roofer was Laumar Roofing Services (LRS) Inc. The roof is in warranty; the system manufacturer is Tremco; the reroof was completed on May 18, 2010; Tremco provided a warranty and Weatherproof Technologies Inc. provided a service agreement. The warranty is to be maintained and the contractor is responsible for coordinating all work on the roof with the installer and Tremco to retain said roof warranty.

Q.11: Who is the company handling the fire alarm system for Allen Park?

A.11: The control panel is A-1 Fire DS 9400i.

Q.12: Will the building be occupied during renovation?

A.12: The building will not be occupied during the construction. External access to the restroom facilities may occasionally occur.

Q.13: Who do we coordinate to see the building before bidding? And after award for the trash removal flow, etc? A.13 Send requests prior to bid opening are to be directed to bids@citynmb.com. After award and execution of contract, matter will be communicated to the project manager.

Q.14: The split system AC unit specified is shown as 208/230 volt with a built in condensate pump. The unit specified actually comes as 115 volt and requires an in-line condensate pump. Please Verify

A.14: Provide split system per attached schedule as shown in revised M1.02 drawing.

Clarifications

- 1. See revised A1.00 herein attached, the existing Curved Balance Beam is to be removed in its entirety and a new Curved Balance Beam of the same dimensions, thickness of material and quality as the existing is to be installed where shown on sheet A1.00.
- 2. See plumbing drawings for indications on the relocation of the floor elevation of the clean outs located in the exterior concrete ramp.
- 3. See the revised second floor plan A2.03 for the following: the details cut thru the existing railing is changed to detail 7 on A3.02 and the one window opening that would be cut thru is shown next to door 203-please note that a total of 7 window openings are to be provided for see question 4.
- 4. See attached specification section 07170 Bentonite Waterproofing, added to the documents.
- 5. See partial Table of Content revised to indicate two additional specification sections.

Reviewed by:

Chief Procurement Officer

,	Acknowledged by:	
-	Contractor	-
7	Authorized Representative (P	rinted)
-	Title	
-	Signature	
Ī	Date	•

Item No. 1 For Bonds and Insurance

SECTION 4.0 BID PAGE BID PROPOSAL FORM

Note: Number of Calendar days for substantial completion: One hundred eight days (180) days

DE LEONARDIS YOUTH CENTER AT ALLEN PARK – PHASE II (1770 N.E. 162nd Street, North Miami Beach, Florida) CITY OF NORTH MIAMI BEACH, FLORIDA

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Bid Proposal Form, Contract, General Conditions, Supplementary Conditions, and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of North Miami Beach (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

The undersigned agrees to accept in full compensation therefore the following lump sum bid price:

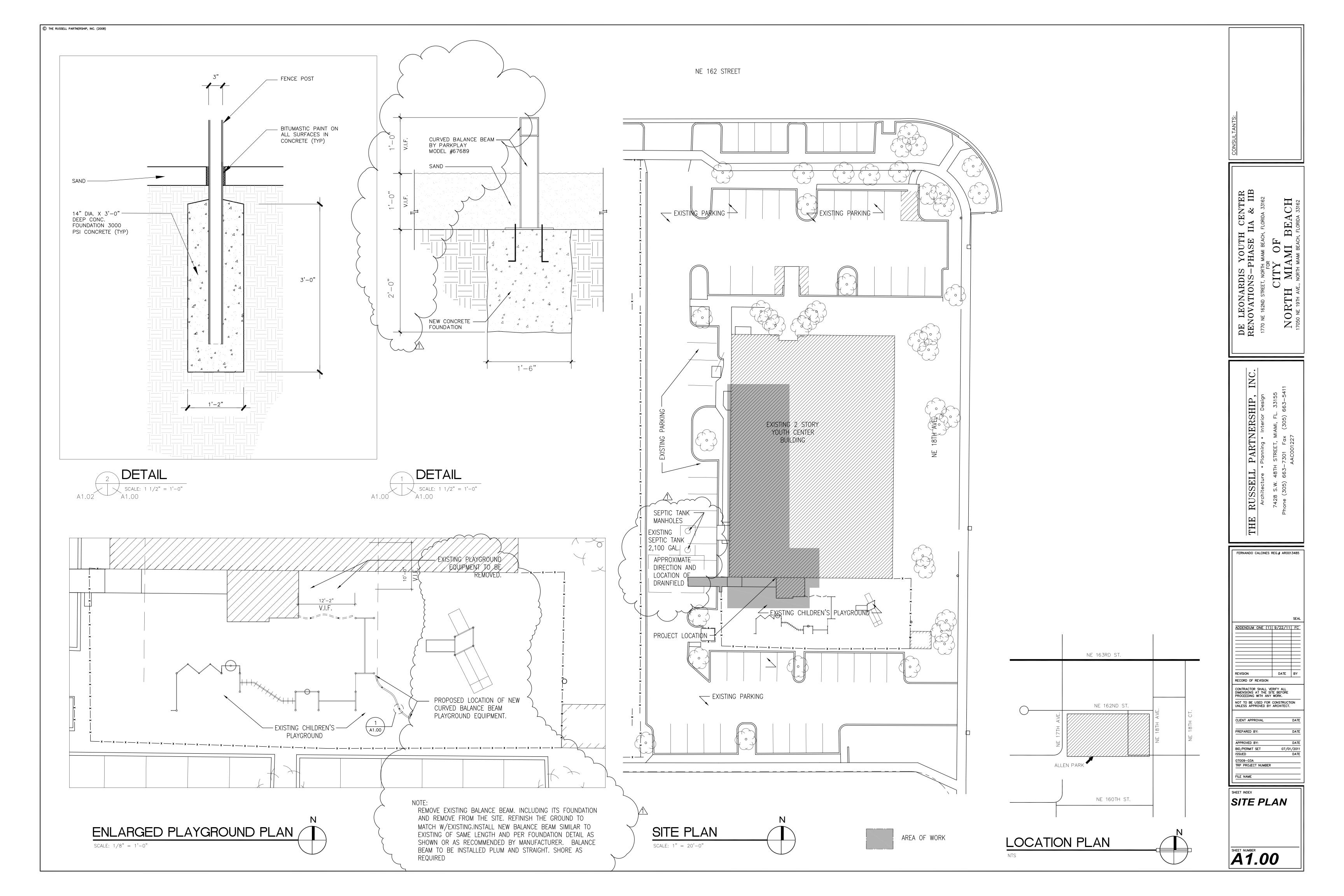
\$		
	Numerals	Written Dollar Amount
Item No. 2	. Phase II A -scope as o	defined on page A0.02 of Bid Plan
\$		
	Numerals	Written Dollar Amount
Item No 3.	Phase II B -scope as of	defined on page A0.02 of Bid Plan
\$		
	Numerals	Written Dollar Amount
Item No 4.	Permit and Construction	n Allowance

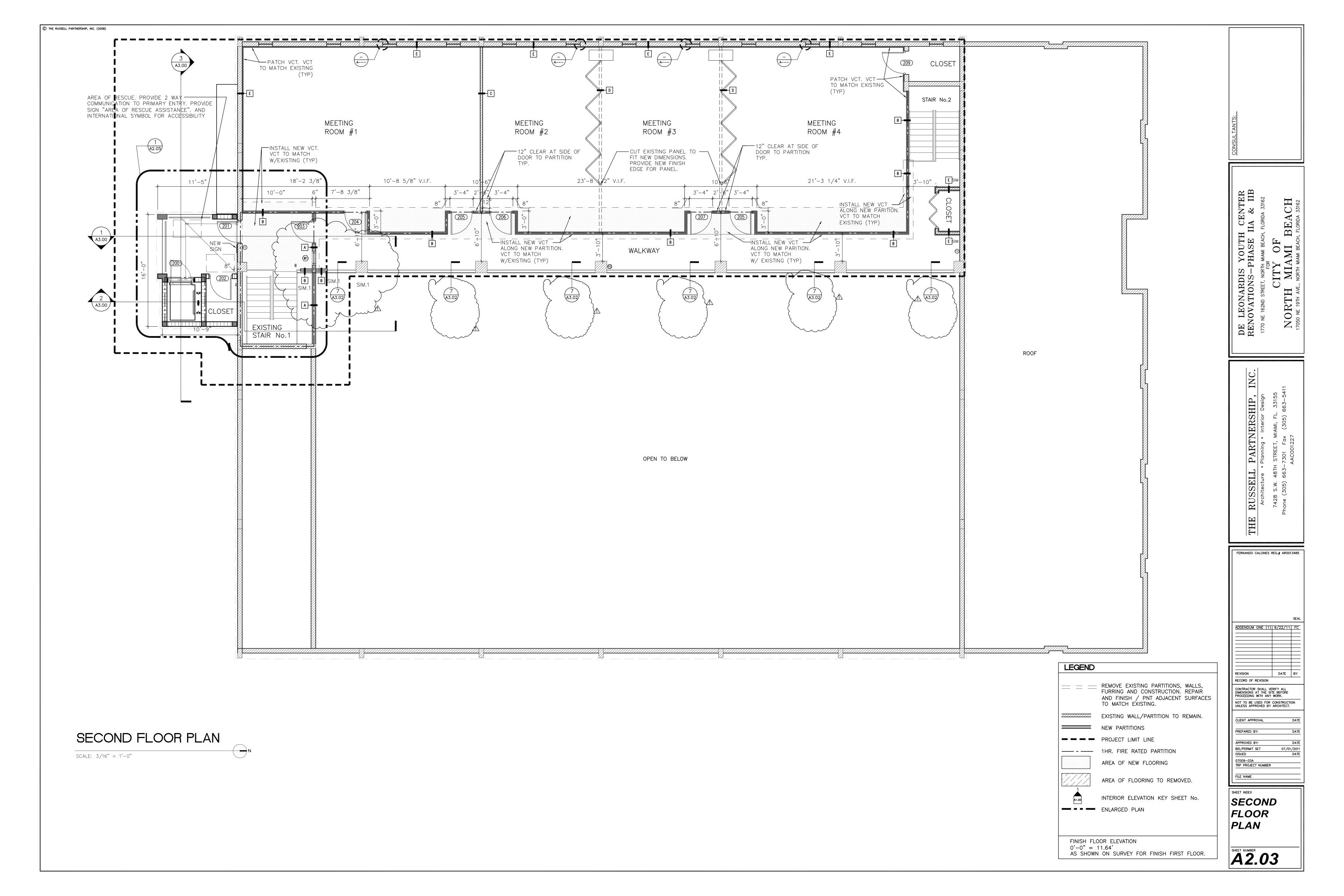
\$	\$ \$25,000 Twenty-five thousand dollars Numerals Written Dollar Amount		
Base Bid: (Sum of Items 1 through		
\$			
Ψ	Numerals	Written Dollar Amount	
		in full compensation therefore the following lump sum bid price as indicated in "Section 01230 – Alternates" and herein below:	
Alternate N	o. 1: \$		
	Numerals	Written Dollar Amount	
Alternate N	o. 2: \$		
	Numerals	Written Dollar Amount	
Alternate N	o. 3: \$		
	Numerals	Written Dollar Amount	
		NoBidders Occupational Lic. No	
Attached he	reto is a cashier's check	k on the	
		Bank of	
		or Bid Bond for the sum of	
		Dollars	
(\$), made payabl	le to the City of North Miami Beach, Florida.	
	,,		
		(Name of Bidder) (Affix Seal)	
		L.S. Signature of Officer	
		(Title of Officer)	
Address:			
City:		State:	
	nes and residences of p	persons and firms interested in the foregoing bid, as principals,	
Name of the	executive who will give	e personal attention to the work:	

Addendum 1

DIVISION 02 - SITEWORK

02070 02200 02280	Minor Demolition for Remodeling Earthwork Soil Treatment
	DIVISION 03 - CONCRETE
03300	Cast-in-Place Concrete
	DIVISION 04 - MASONRY
04100 04150 04220	Mortar Joint Reinforcement Concrete Unit Masonry
	DIVISION 05 - METALS
05500 05720	Metal Fabrications Ornamental Aluminum Handrails and Railings
	DIVISION 06 – WOOD AND PLASTICS
06100 06300	Carpentry Wood Treatment
	DIVISION 07 - THERMAL AND MOISTURE PROTECTION
07190 07170 07210 07220 07270 07550 07600 07631 07920	Vapor Barrier Bentonite Waterproofing Building Insulation Roof Insulation Firestopping and Smoke Barrier Caulking Modified Bitumen Roofing (Hot Asphalt Applied) Flashing and Sheet Metal Gutters and Downspouts Joint Sealants
	DIVISION 08 – DOORS AND WINDOWS
08110 08710 08800 08810	Steel Doors and Frames Door Hardware Glass and Glazing Fire Rated Glass and Framing (Alternate No. 1)
	DIVISION 09 - FINISHES
09220 09250	Portland Cement Plaster-Stucco Gypsum Board and Drywall Framing







HVAC

SYMBOL

LEGEND:

TRANSITION

CONDENSATE

AIR HANDLING UNIT

CONDENSING UNIT

DUCT SMOKE DETECTOR

45° BRANCH DUCT TAKE-OFF

E.F. F.L.A. F.P.M.

FULL LOAD AMPS FEET PER MINUTE

CONCRETE

CUBIC FEET PER MINUTE

EXHAUST FAN

H.R.

H.P.

	FURNISHING OF ALL LABOR, MAHERIALS AND EQUIPMENT PERMITS, FEES, INSPECTIONS, TESTS, INSURANCE, ETC., REQUIRED FOR THE COMPLETION OF THE AIR CONDITIONING, HEATING AND VENTILATION SYSTEMS SHOWN ON DRAWINGS OR LISTED BELOW.
2.	THE DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY BEND, OFF-SET, ELBOWS OR OTHER FITTINGS WHICH MAY BE REQUIRED FOR THE INSTALLATION IN THE SPACE ALLOCATED, OR FOR COORDINATION WITH OTHER TRADES.
'n	. DRAWINGS ARE NOT TO BE SCALED. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS, AND SITE CONDITIONS SHALL GOVERN EXACT LOCATION OF MECHANICAL EQUIPMENT AND APPURTENANCES.
4.	VERIFY ALL SPACE CONDITIONS & DIMENSIONS AT JOB SITE PRIOR TO FABRICATION OF DUCTWORK AND INSTALLATION OF EQUIPMENT AND ACCESSORIES.
نام	. AN INDEPENDENT BALANCING CONTRACTOR SHALL ADJUST AND BALANCE AIR DISTRIBUTION DEVICES IN ACCORDANCE WITH QUANTITIES SHOWN ON PLANS FOR REGULAR HVAC OPERATION AND FOR REQUIRED BUILDING PRESSURIZATION REQUIREMENTS.
ق	ANY EQUIPMENT OR DEVICE TO REMAIN THAT MAY HAVE TO BE DISCONNECTED BECAUSE OF THE REMOVAL OF ANY OTHER DEVICE MUST BE RECONNECTED AND TIED BACK TO THE EXISTING BUILDING SYSTEM(S) AND TESTED FOR CORRECT OPERATION.
7.	ANY WORK NOT SHOWN ON DRAWINGS OR SPECIFICALLY MENTIONED IN THE HVAC NOTES BUT CONSIDERED NECESSARY FOR THE COMPLETION OF THE WORK IN PROPER MANNER SHALL BE PROVIDED BY THE

ALL BUILDING CONSTRUCTION AFFECTED BY THE REMOVAL, RELOCATION, INSTALLATION OF ANY PIECE OF EQUIPMENT SHALL BE REPAIRED AND REFINISHED AS REQUIRED TO MATCH EXISTING CONDITIONS OR AS DIRECTED BY THE ARCHITECTURAL DRAWINGS AND/OR SPECIFICATIONS.	CONTRACTOR SHALL DO HIS OWN CUTTING AND REMOVAL OF ALL HIS RELATED WORK IN ALL LOCATIONS WHERE REQUIRED EXCEPT WHERE OTHERWISE SHOWN ON THE DRAWINGS AND/OR AS SPECIFIED.	COORDINATE SPACE ACCESSIBILITY AND WORKING HOURS REQUIREMENTS WITH OWNER'S REPRESENTATIVE PRIOR TO BIDDING THIS PROJECT. OTHER AREAS IN THIS OR ADJACENT FLOORS MAY HAVE SPECIAL REQUIREMENTS FOR ACCESSIBILITY TO EXISTING BUILDING SYSTEMS PRESENTLY IN THEIR SPACES BUT WHICH MAY NEED TO BE ACCESSED FOR THIS PROJECT.	THE HVAC NOTES BUT CONSIDERED NECESSARY FOR THE COMPLETION OF THE WORK IN PROPER MANNER SHALL BE PROVIDED BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE.
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RETURN AIR GRILLE

MAX.
NO.
O/A
RPM.

LBS.

POUNDS

ANUAL VOLUME DAMPER

REF.

REFRIGERANT ROOFTOP UNIT

REVOLUTIONS PER I

OTHERWISE SHOWN ON THE DRAWINGS AND/OR AS SPECIFIED.
ALL BUILDING CONSTRUCTION AFFECTED BY THE REMOVAL, RELOCATION, INSTALLATION OF ANY PIECE OF EQUIPMENT SHALL BE REPAIRED AND
REFINISHED AS REQUIRED TO MATCH EXISTING CONDITIONS OR AS DIRECTED BY THE ARCHITECTURAL DRAWINGS AND/OR SPECIFICATIONS.
DUCTWORK:
A. CONCEALED SUPPLY AND RETURN AIR DUCTS SHALL BE CON R-6.0 STANDARD DUTY FIBERGLASS BOARD WITH FAX
SUPPORT THE GROWTH OF FUNGUS OR BACTERIA AS DETERMINED BY TESTS IN ACCORDANCE WITH ASTM C 1071 AND ASTM G21 AND G22 AND TO ISOLATE THE GLASS FIBER FROM THE AIRSTREAM. PROVIDE THE GLASS FIBER FROM THE AIRSTREAM. PROVIDE THE GLASS FIBER FROM THE AIRSTREAM. PROVIDE THE GLASS FIBER FROM THE AIRSTREAM.
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AIR FLOW DIRECTION
ROOF MTD. EXH. FAN
DUCT TURN DOWN
DUCT TURN UP
FLEXIBLE DUCT
NEW SUPPLY
NEW RETURN
FIRE DAMPER
VALVE

CONCEALED SUPPLY AND RETURN AIR DUCTS SHALL BE CONSTRUCTED OF 1-1/2" THICK R-6.0 STANDARD DUTY FIBERGLASS BOARD WITH FACTORY APPLIED IMMOBILIZED EPA REGISTERED ANTI-MICROBBAL COATING THAT WILL NOT IMMOBILIZED EPA REGISTERED ANTI-MICROBBAL COATING THAT WILL NOT IMMOBILIZED EPA REGISTERED ANTI-MICROBBAL COATING THAT WILL NOT ISOLATE SUPPORT THE GROWTH OF FUNGUS OR BACTERIA AS DETERMINED BY TESTS SUPPORT THE GROWTH ASTM C 1071 AND ASTM G21 AND G22 AND TO ISOLATE THE GLASS FIBER FROM THE AIRSTREAM. PROVIDE FLAMEPROOF REINFORCED ALUMINUM FACED COVER IN ACCORDINGE WITH N.F.P.A. NO. 90 ACCEPTABLE MANUFACTURERS ARE: OWENS-CORNING ENDURA DUCT OR MANUFLLE SUPER DUCT. DUCTWORK SHALL BE FABRICATED AND INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS, AND S.M.A.C.N.D. STANDARDS. LL VENTILATION DUCTWORK SHALL BE GALVANIZED STEEL WITH GAUGES, UT CONSTRUCTION, BRACING AND SUSPENSION IN ACCORDANCE WITH HE RECOMMENDATIONS SET FORTH IN THE LATEST EDITION OF THE STANDARDS. S.H.R.A.E. GUIDE AND S.M.A.C.N.A. STANDARDS. DUCT SIZES SHOWN	
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RE INVIDE DIMENVIONS. VERIFY EXACT LOCATION OF DOCT WITH	HE RECOMMENDATIONS SET FORTH IN THE LATEST EDITION OF THE .S.H.R.A.E. GUIDE AND S.M.A.C.N.A. STANDARDS. DUCT SIZES SHOWN RE "INSIDE" DIMENSIONS. VERIFY EXACT LOCATION OF DUCT WITH

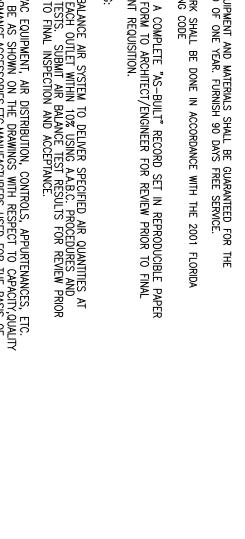
,	·ω	
FLEXIBLE DUCTWORK (WHERE SPECIFIED) SHALL BE ROUND, SELF SUPPORTING ALUMINUM, INSULATED WITH R=6.0 MINIMUM BLANKET TYPE INSULATION WITH EXTERIOR VAPOR BARRIER OF ALUMINUM METALIZED POLYESTER FILM LAMINATED TO GLASS MESH.	ALL VENTILATION DUCTWORK SHALL BE GALVANIZED STEEL WITH GAUGES, DUCT CONSTRUCTION, BRACING AND SUSPENSION IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE LATEST EDITION OF THE A.S.H.R.A.E. GUIDE AND S.M.A.C.N.A. STANDARDS. DUCT SIZES SHOWN ARE "INSIDE" DIMENSIONS. VERIFY EXACT LOCATION OF DUCT WITH RESPECT TO STRUCTURE BEFORE FABRICATION.	THE GLASS FIBER FROM THE AIRSTREAM. PROVIDE FLAMEPROOF REINFORCE ALUMINUM FACED COVER IN ACCORDANCE WITH N.F.P.A. NO. 90 ACCEPTABL MANUFACTURERS ARE: OWENS—CORNING ENDURA DUCT OR MANVILLE SUPER DUCTWORK SHALL BE FABRICATED AND INSTALLED ACCORDING TO MANUFACTINSTRUCTIONS AND RECOMMENDATIONS, AND S.M.A.C.N.D. STANDARDS.

1. SUPPLY AND RETURN AIR DIFFUSERS SHALL MATCH BUILDING STAND-ARDS AND SHALL BE OF EXTRUDED ALUMINUM CONSTRUCTION.
PROVIDE ACCESS PANELS IN WALLS OR CEILING FOR DAMPERS, CONTRODEVICES, ETC. ACCESS PANELS SHALL BE MILCOR FLUSH TYPE.
UBMIT SHOP DRAWINGS OF ALL MATERIALS, DUCTWORK, DUCTWORK LAYO

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2001 FLORIDA BUILDING CODE	ALL EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FOR THE PERIOD OF ONE YEAR. FURNISH 90 DAYS FREE SERVICE.	SUBMIT SHOP DRAWINGS OF ALL MATERIALS, DUCTWORK, DUCTWORK LAYOUT EQUIPMENT & CONTROL SYSTEM FOR REVIEW PRIOR INSTALLATION AND/OR FABRICATIO DUCTWORK LAYOUT SHOP DRAWINGS SHALL BE PROVIDED AT 1/4" SCALE.	DEVICES, EIG. AGGESS FAMELS SHALL BE MILGON FLOSH TIFE.
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15.

17.	SUBMIT A COMPLETE "AS-BUILT" RECORD SET IN REPRODUCIBLE PAPER SEPIA FORM TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO FINAL PAYMENT REQUISITION.	
1 8.	18. TESTING:	
	A. BALANCE AIR SYSTEM TO DELIVER SPECIFIED AIR QUANTITIES AT	



1'-6" MIN.

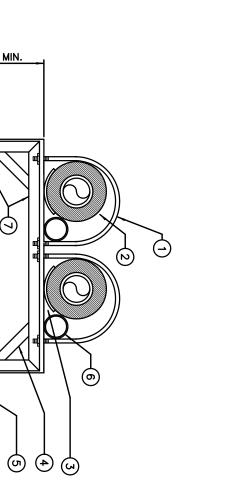
ROOF

TYPE

PIPE SUPPORT DETAIL

1.- PROVIDE ISOLATION BETWEEN DISSMILAR METALS
2.- PROVIDE SADDLE PROTECTION AT EACH SUPPORT
3.- FINISH ALL STEEL SUPPORTS WITH TWO COATS
OF BITUMASTIC PAINT.

N.T.S.



(
HVAC DESIGN REQUIRES: YES	ZES	8
DUCT SMOKE DETECTOR		X
FIRE DAMPER(S)	Χ	
SMOKE DAMPER(S)		Χ
FIRE RATED ENCLOSURE	Χ	
FIRE RATED ROOF/FLOOR CEILING ASSEMBLY		X
FIRE STOPPING		X
SMOKE CONTROL		Χ

	_			7
	<u></u>	SPLIT AC UNIT SCHEDULE	JLE	
		UNIT DESIGNATION	AHU-1	<u> </u>
			ELEV. MACH. RM.	<u> </u>
	<u> </u>		ELEV. MACH. RM.	<u> </u>
	~	OPERATING WEIGHT, LBS DESIGN MANUFACTURER	23 MITSUBISHI	<u> </u>
	<u>~</u>	MODEL NUMBER	MSY-GE09NA	_
	<u> </u>	SEER / MIN.	21.0 R-410	<u> </u>
	<u> </u>	TOTAL AIR, CFM	335	<u> </u>
	~	VENT AIR, CFM	0	
	\	EX FAN MOTOR HP/FLA (NON-OVERLOAD)	0.1 0.95 FLA	
		ELECTRICAL SERVICE ,	208/1/60	<u> </u>
		CRC.	1.2	\wedge
	~	FACE VELOCITY — FPM		~
	_	DESIGN AIR ACROS	335	_
			.95	ᄼ
	~	G ENTERING AIR TEMP., FODB/WB	80/67	<u> </u>
	~		-	_
	<u> </u>	TYPE & THICKNESS	T.A1"	
		TITY A	(1)	
	~	FACE VELOCITY FPM. MAX.	1	<u> </u>
	~	R HEAT COIL TYPE	NONE	<u>^</u>
BLADE)	_	AVAIL		
		H STAGES & KW PER STAGE		^
	~	UNIT DESIGNATION	CU-1	
	~	TYPE OF FAN	PROPELLER	
•	<u></u>	AMBIENT ,	95*	
		IDENSING TEMP. *F D	1 /SCBOLL	
		COMPRESSORS F.I.A. / I.R.A. FACH	9.3 / 47	<u> </u>
	~	CAPACITY REDUCTION.	80/	<u> </u>
		MIN. CIRC.	14	
	<u></u>	O FLECTRICAL SERVICE AVAILABLE	208/1/60	_
	~	OPERATING WEIGHT, L	 	~
NOITA	<u></u>	- 1	MITSUBISHI	<u> </u>
		MODEL NUMBER	MUY-GE09NA	_
	~	Ž	3/8"	<u> </u>
	_	LIQUID (IN. OD)	1/4	^

FIRE DAMPER(S) SMOKE DAMPER(S) FIRE RATED ENCLOSURE	$ X \times$
FIRE RATED ENCLOSURE	X
FIRE RATED ROOF/FLOOR CEILING ASSEMBLY	
FIRE STOPPING	
SMOKE CONTROL	

CONDENSING UNIT BALLEY JOY BOLTS FRAME WY JOY BOLTS OFFER FRAME FORCE MOUNT MINISTAND 150 MPH HURRING ACCESS OFFER CONDENSING UNIT LIFE MOUNT APPROVED FOR FLASHING SEE DETAIL WELD FOR FLASHING SIMULESS STEEL CONDENSING UNIT WELD FOR FLASHING SIMULESS STEEL CONDENSING UNIT WELD FOR FLASHING SIMULESS STEEL CONDENSING UNIT WELD FOR FLASHING SEE DETAIL WELD FOR FLASHING POWER FRASH WYPLISTIC COVER CONDENSING UNIT WITH NUTS FROM WITH MUTS CONDENSING UNIT WELD FOR FLASHING FORCE WITH WITH NUTS FRASH WYPLISTIC COVER CONDENSING UNIT WITH NUTS WITH NUTS WITH NUTS FROM WYPLIST COVER CONDENSING UNIT WELD FOR FLASHING FORCE WITH WITH NUTS TO SHE CONDENSING UNIT WITH NUTS WITH NUTS

ALL INSULATION PRODUCTS AND ACCESSORIES SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS IN ACCORDANCE WITH ASTM E84.

A. ALL PIPING 1" IN DIAMETER OR LARGER EXPOSED OR CONCEALED IN ACCESSIBLE SPACES AND CEILINGS SHALL BE PROVIDED WITH COLOR BANDS, LEGENDS AND FLOW ARROWS IN ACCORDANCE WITH ANSI A13.1.

B. ALL EQUIPMENT SHALL BE IDENTIFIED WITH THE SAME DESIGNATION SHOWN ON THE DRAWINGS.IDENTIFICATION SHALL BE WITH ENGRAVED PLASTIC NAMEPLATES USING 1" LETTERS ON EQUIPMENT HAVING CABINETS AND WITH BRASS TAGS WHERE CABINETS DO NOT EXIST.NAMEPLATES SHALL BE MINIMUM 2" X 4" SIZE.

VIBRATION ISOLATION: ALL EQUIPMENT AS PER MANUFACTURER RECOMMENDATIONS TO ELIMINATE ANY EQUIPMENT NOISE FROM BEING HEARD.

TEMPERATURE CONTROL SHALL BE A PROGRAMMABLE ROOM THERMOSTAT FOR HEATING/COOLING WITH STAGES AS REQUIRED.

GUARANTEES:

A. ALL COMPRESSOR MOTORS ON NEW EQUIPMENT FURNISHED UNDER
THIS CONTRACT SHALL HAVE A MIN. 5 YEARS PRODUCT GUARANTEE FROM
DATE OF START-UP.

ALL CONDENSATE PIPING SHALL BE COPPER DWV. INSULATE COND. PIPES ABOVE GROUND WITH 3/4 INCH ARMAFLEX INSULATION.

CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN A 1 YEAR FROM DATE OF ACCEPTANCE.

PROVIDE SMOKE DETECTORS IN SUPPLY AIR DUCTS OF A/C UNITS 2000 CFM AND OVER INSTALL AS REQUIRED BY N.F.P.A.

A. SMOKE DETECTORS SHALL BE FURNISHED AND WIRED BY DIVISION 16. DUCT INSTALLATION BY DIVISION 15.

ACTIVATION OF SMOKE DETECTORS SHALL BE THROUGH BUILDING FIRE ALARM SYSTEM. COORDINATE INTERFACE WITH ELEC. CONTRACTOR.

FURNISH AND INSTALL FIRE DAMPERS WHERE INDICATED ON DRAWINGS. THESE DAMPERS SHALL BE CO-INSTALLED TO CONFORM TO NFPA 90A, AND UL 555-1968. PROVIDE DUCT ACCESS DOORS FOR ACCESSIBILITY TO FIRE DAMPERS. FIRE DAMPERS SHALL BEAR UL LABEL AND SHALL PROVIDE 100% FREE AREA SPACE PERMITTING.

CONDENSING WATER PIPING AND FITTINGS SHALL BE BLACK IRON SCHEDULE 40. WHEREVER DISSIMILAR METALS ARE TO BE JOINED, A DIELECTRIC FITTING SHALL BE PROVIDED TO CONNECT BOTH TYPES OF PIPES.

 ROOF PI	PARTIAL
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CONTACT EXISTING COMPANY HOLDING THE ROOF BOND BEFORE ON THE ROOF SO THAT THE ROOF WARRANTEE WILL BE

SET OF REFRIG-LINES DN.

PARTIAL ROOF PLAN

THE RUSSELL PARTNERSHIP, INC.

DE LEONARDIS YOUTH CENTER RENOVATIONS-PHASE IIA & IIB 1770 NE 162ND STREET, NORTH MIAMI BEACH, FLORIDA 33162 FOR

JMM Consulting Engineers LLC Certificate OF Authorization #9692 Jose M. Martinez, P.E. #56018 8353 SW 124 St. Suite 108 Miami, Florida 33156

CONSULTANTS:

Architecture • Planning • Interior Design 7428 S.W. 48TH STREET, MIAMI, FL. 33155

CITY OF NORTH MIAMI BEACH 17050 NE 19TH AVE., NORTH MIAMI BEACH, FLORIDA 33162

Phone (305) 663-7301 Fax (305) 663-5411

SECTION 07220 (07 23 00)

ROOF INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Applications of foam board roof insulation, crickets/saddles, cover board, and deck board.

1.2 RELATED SECTIONS

- A. Section 01572-Construction Waste Management.
- B. Section 07550-Modified Bitumen Roofing.
- C. Section 07600-Flashing and Sheet Metal.

1.3 REFERENCES

- A. ANSI Standard SI2.60-Acoustical Performance Criteria, Design Requirements and Guidelines for Schools.
- B. ASTM C 518-Standard Test Method for Steady-State Thermal Transmission Properties by Means of Heat Flow Meter Apparatus.
- C. ASTM C 1177/C1177M-Glass Mat Gypsum Substrate for Use as Sheathing.
- D. ASTM C 1289-Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 41-Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- F. ASTM D 312-Standard Specification for Asphalt Used in Roofing.
- G. ASTM D 1621-Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
- H. ASTM D 3273-Resistance to Growth of Mold on the surface of Interior Coating on an Environmental Chamber.
- ASTM E 84-Standard Test Method for Surface Burning Characteristics of Burning Materials.
- Florida Building Code (FBC).
- K. GREENGUARD Product Emission Standard for Children & Schools.
- L. International Organization for Standardization (ISO) 14021 1999; Environmental Labels and Declarations

- M. NRCA-National Roofing Contractors Association Roofing and Waterproofing Manual.
- N. Standard Practice for The Testing Of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health Services.
- O. Underwriters Laboratory, Inc. (UL): Fire Hazard Classification Rating.

1.4 SUBMITTALS

- A. Manufacturer's Data: Submit manufacturer's specifications and installation instructions for roof insulation and required fasteners. Include data substantiating that materials comply with specified requirements.
 - Low Emitting Materials.
 - (a) Submit manufacturer's Material Safety Data Sheet Indicating VOC limits of all products.
 - (b) Submit manufacturer's certification that all products comply with Standard Practice for The Testing Of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health Services or GREENGUARD Product Emission Standard for Children & Schools.
 - 2. Recycled Content:
 - (a) Indicate recycled content; indicate percentage of pre-consumer and post-consumer recycled content per unit of product.
 - (b) Indicate relative dollar value of recycled content product to total dollar value of product included in project.
 - (c) If recycled content product is part of an assembly, indicate the percentage of recycled content product in the assembly by weight.
 - (d) If recycled content product is part of an assembly, indicate relative dollar value of recycled content product to total dollar value of assembly.

1.5 QUALITY ASSURANCE

- A. Fire Ratings: Comply with Florida Building Code and Florida Fire Prevention Code for required fire resistance.
- B. Thermal Conductivity: Provide thickness required to produce the average R-Value specified. The thickness specified is for the thermal conductivity, k-value at 75 degrees Fahrenheit. Provide adjusted thickness as directed for the equivalent use of material having a different thermal conductivity.
- C. Roof Slopes at the membrane level for all roof surfaces:
 - New Construction: Ensure not less than 1/4 inch per foot.
 - 2. Re-Roofing Existing: Ensure not less than 1/8 inch per foot and confirm code compliance with SBBC Building Department.
 - 3. Slope Verification (new or existing): After installation of "dry-in" membrane, Contractor shall employ the services of a licensed Land Surveyor, registered in the State of Florida, to verify that decks with insulation possess a minimum slope as required above.
 - (a) At areas of concrete deck that do not have the minimum required slope, Contractor shall add insulation as required to achieve the required slope.

- (b) Re-Roofing: Add insulation on a Unit Price basis, as required to maintain the required slope, if this work was not indicated to be included in the lump sum bid.
- 4. Secure Owners approval for special conditions where the above required slopes can not be provided.
- Contractor shall also address areas of ponding in the same manner as above.

1.6 DELIVERY, STORAGE, and HANDLING

- Protection from Deterioration: Do not allow insulation materials to become wet or soiled.
- B. Comply with manufacturer's recommendations for handling, storage and protection during installation.

1.7 PROJECT CONDITIONS

A. Examination of Substrate: Examine the substrate and the conditions under which the insulation work is to be performed. Do not proceed with the insulation work until unsatisfactory conditions have been corrected.

1.8 SPECIAL WARRANTIES

- A. Total System Warranty by manufacturer: Provide manufacturer's Non-Pro Rated 20-year written full warranty, NDL (No Dollar Limit), with a wind rider up to winds equal to the design wind speeds required by the Florida Building Code, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within the specified warranty period. Failure includes roof leaks. The warranty shall be a term type, with no conditions, exclusions, including exclusions of remedies by the Owner, deductibles or limitations on coverage amount. Any conditions, exclusions, or limits proposed by the manufacturer must be approved by the Project Consultant and Owner in writing.
 - Roofing System includes, but is not limited to: Roofing membranes (base, inter, and cap plies as applicable), roof insulation (foam and LWIC including EPS board), fasteners, cover and deck boards, accessories, flashing and sheet metal, grounds/nailers, gutters and downspouts, scuttles and vents, curbs, and other components of roofing system.
- B. Total System Warranty by installer: Provide installer's 5-year warranty, in which installer agrees to repair or replace components of roofing system that fail in materials or workmanship with the specified warranty period. Failure includes roof leaks. The warranty shall be a term type, with no conditions, exclusions, exclusions of remedies by the Owner, deductibles or limitations on coverage amount. Any conditions, exclusions, or limits proposed by the installer must be approved by the Project Consultant and Owner in writing. Each Installer shall list which roof system component(s) are covered by them.

PART 2 PRODUCTS

2.1 MATERIALS

Toxicity/IEQ: All roof insulation products are to comply with Standard Practice for The Testing Of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health

Services or GREENGUARD Product Emission Standard for Children & Schools. System must comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA)-NOA must be submitted to comply with Design Pressures.

2.2 POLYISOCYANURATE INSULATION

- A. Polyisocyanurate Board Insulation: Insulation consisting of a rigid polyisocyanurate foam complying with the following requirements:
 - Type II, felt or glass-fiber mat facer on both sides.
 - 2. Aged R-value at 75 Degrees Fahrenheit mean temperature: R-19 average for the roof deck. R-value must comply with ASTM C 518 and FBC.
 - 3. Compressive Strength: 25 psi minimum under provisions of ASTM D1621.
 - Flame Spread: 25 or less under provisions of ASTM E84.
 - 5. Environmental Requirements: Provide insulation that is ozone-safe, have hydrocarbon (HC) blowing agents, shall be CFC and HCFC free, and complying with ASTM C 1289.
- B. Sizes: Provide manufacturer's standard maximum lengths and widths. Provide in thickness to provide R-values note herein.
- C. Slopes: Provide tapered and flat board insulation at low-slope applications as necessary to provide specified roof slopes.
- D. Manufacturers: Subject to compliance with the specified requirements, provide products by one of the following manufacturers:
 - Atlas Roofing Corporation.
 - Dow Chemical Company.
 - 3. Firestone.
 - GAF Materials Corp.
 - 5. Johns Manville.
 - 6. Rmax Inc.
 - 7. Substitutions: Will be considered by the A/E and Owner when submitted per requirements of Division-0, Division-1, and Section 01630-Product Substitution Procedures.

2.3 COVER BOARD and DECK BOARD

- A. Follow asphalt manufacturer's recommendations when using these boards.

 System must comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA)-NOA must be submitted to comply with Design Pressures.
- B. A non-structural glass mat faced, noncombustible, nonstructural, moisture resistant, treated gypsum core roof panel, comply with ASTM C 1177/C1177M.
 - Subject to compliance with the specified requirements, provide products by one of the following manufacturer: Acceptable Manufacturer: Georgia-Pacific; Product: DensDeck Prime Roof Boards.
- C. A multiply, semi-rigid asphaltic roofing substrate board composed of a mineral fortified asphaltic core formed between two asphaltic saturated fiberglass liners.
 - Subject to compliance with the specified requirements, provide products by one of the following manufacturer: Acceptable Manufacturer: Soprema; Product: Sopraboard.
- D. An impact-resistant, nonstructural, specially engineered gypsum and cellulose fiber board with 95 percent recycled content. Uniform water-resistance throughout core

and surface. Subject to compliance with the specified requirements, provide products by one of the following manufacturers: Flame spread 5, smoke developed 0 when tested in compliance with ASTM E 84. Mold resistance "a perfect 10" when tested in compliance with ASTM D 3273.

- Subject to compliance with the specified requirements, provide products by one of the following manufacturer: Acceptable Manufacturer: USG Corporation; Product: Securock Roof Board.
- E. Thickness: Deck Board shall not be less than 1/4 inch and Cover Board shall not less than 5/8 inch.

2.4 INSULATION ACCESSORIES

- A. Mechanical Fasteners: Factory-coated steel fasteners and metal or plastic, corrosion-resistant, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer, comply with current Miami-Dade County Protocols and Product Acceptance Approvals (NOAs).
- B. Cold Fluid-Applied Adhesive: Manufacturer's standard formulated to adhere roof insulation to substrate, comply with current Miami-Dade County Protocols and Product Acceptance Approvals (NOAs).
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drains. Fabricate to slopes indicated.
- D. Blocking and Grounds: Refer to Section 07600-Flashing and Sheet Metal.

PART 3 EXECUTION

3.1 REMOVALS

A. Structural Concrete Decks: Remove completely all existing roof membranes and insulation materials to structural decks and provide a uniform surface for application of insulation.

3.2 EXAMINATION OF SURFACES

- A. Verify decks and insulation are dry and free of moisture of any form.
 - 1. Verify proper placement of roof drains and other penetrations.
 - 2. Verify proper securement of penetrating or roof mounted equipment.
- B. Inspect roof perimeters, edges, penetrations and transitions to vertical surfaces to ensure that blocking and grounds have been installed where appropriate and have been secured to comply with design up-lift pressures.

3.3 PREPARATION

- A. Verity that work done by other trades meet the following requirements:
 - 1. Roof curbs, blocking and grounds, equipment supports, vents and other items penetrating the roof are properly attached to substrate and otherwise properly prepared.
 - 2. Concrete surfaces are properly primed and free of fines, edges and voids.

3.4 INSTALLATION

- A. Comply with manufacturer's written instructions and current Miami-Dade County Protocols and Product Acceptance Approvals (NOAs) for the particular conditions of installation in each case including method of anchorage to the substrate as appropriate for the application indicated. Boards shall be anchored to substrate to withstand the design pressures shown on the Contract Documents. If printed instructions are not available, or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with the Work.
- B. Extend insulation full thickness as shown over entire surface to be insulated. Cut and fit tightly around obstructions and fill voids with insulation.
- C. Apply a single layer of insulation of the thickness indicated, or the required thickness for the thermal value indicated, unless otherwise shown or required to make up the total thickness.
- D. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- E. Install tapered insulation under area of roofing to conform to slopes indicated.
- F. Where multiple layers occur, stagger joints of each succeeding layer from joints of previous layer a minimum of 6 inches in each direction.
- G. Installation System Description:
 - Insulation Board: Mechanically fasten to structural concrete decks, mechanically fasten through metal decks, or use cold adhesive; comply with Florida Building Code (FBC) High Velocity Hurricane Zones (HVHZ) Protocols and required product Notice of Acceptance (NOA).
 - Cover/Deck Board: Mechanically fasten to structural concrete decks, mechanically fasten through metal decks, or use cold adhesive, or foam adhesive; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA).
 - 3. Deck Board: Install over metal deck with ends/edges fully supported on top of flutes running into the edge.
- H. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1. Set each layer of insulation in a cold adhesive, foam adhesive; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA).
- Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA).
- J. Mechanically Fastened and Adhered Insulation: Install each layer of insulation and secure first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - Mechanically fasten or adhere first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA).

- Install subsequent layers of insulation in a cold adhesive or foam adhesive; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA).
- K. Install cover board over insulation with long joints in continuous straight lines with end joints staggered between rows. Loosely butt cover boards together and fasten to roof deck.
 - Fasten to resist uplift pressures at corners, perimeter, and field of roof; comply with FBC HVHZ Protocols and required product Notice of Acceptance (NOA)-NOA must be submitted to comply with Design Pressures.

3.5 CLEANING

A. Remove all trash and debris from roof insulation surface prior to the application of the roofing membrane.

END OF SECTION

TREMCO.

20 YEAR QA PLUS WARRANTY FOR NEW ROOFS

WARRANTY NUMBER: 135450

OWNER: City of North Miami Beach

ADDRESS: 1770 NE 162nd Street, North Miami Beach, FL 33162

BUILDING DESCRIPTION: Allen Park Recreation Center Low Roof & High Roof

ADDRESS: 1770 NE 162nd Street, North Miami Beach, FL 33162

ROOF AREA: 11,500 sq. ft.

DATE OF JOB COMPLETION: May 18, 2010

INSTALLATION PRICE: \$279,898.15

ROOFING SYSTEM: Replacement: POWERply Standard FR

INSTALLATION CONTRACTOR: WTI-Cleveland

ADDRESS: 3735 Green Rd-North Bldg, Beachwood, OH 44122

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, it will repair leaks and provide the following services to the Owner on the roofing system on the building (hereinafter "TRS") for a period of twenty (20) years from the date of job completion. TRS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings, all sheet metal-related details, and termination details as specified by Tremco. The services being offered by Tremco include the following:

A. INSPECTIONS, HOUSEKEEPING AND PREVENTIVE MAINTENANCE

In year two (2), year five (5), year ten (10), and year fifteen (15) of this warranty, Tremco shall provide roof inspections, preventive maintenance, and limited housekeeping services, except as excluded in Section C and Section D, on the TRS. (If a TremCare Service Agreement has been purchased for the TRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

Visual inspection of the roof membrane and roof surface conditions.

Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining
walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment
including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.

Roof inspection services do not include:

- Inspection for water damage or mold growth.
- Detection or identification of mold.

Preventive maintenance services shall include the following:

- 1. Metal edge flashing components tears, splits, and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.
- Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Exposed fasteners will be sealed. Termination bar and counterflashings will be sealed.
- 3. Roof membrane maintenance repairs tears, breaks, and splits in the roof membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters which threaten the roof integrity will be cleaned, primed, and repaired with appropriate repair mastics and membranes. Metal projections (hoods and clamps) will be sealed. This warranty does not include recoating of roof membranes.



Preventive maintenance services do not include:

- 1. Repairs or maintenance of any building component other than the TRS.
- 2. Remediation or abatement of mold.

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.

B. ROOF INSPECTION REPORTS

Tremot will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco TRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the TRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the TRS or the presence of mold.

C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the TRS. Control and ownership of the TRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the TRS and the building, except as expressly stated by this warranty.

Housekeeping and general roof top preventive maintenance does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity. Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TRS.

In order to protect the investment this TRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- Regular ongoing inspection by the Owner This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.
- Verification that no elterations or unauthorized repairs have been made to the roofing system.

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the TRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the TRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the TRS or any part thereof as a result of:

 Natural or accidental disasters including, but not limited to, damage caused by lightning, hallstorms, floods, humicane force winds (74 mph or greater), tomadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside

Use of materials not specified by Tremco, or unauthorized repairs to the TRS.

Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or

discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.

Distortion, expansion or contraction of the TRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.

E. WARRANTY LIMITATIONS

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the TRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferrable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D. change in Usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warrenty.

F. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THE WARRANTY, SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE TRS AS IT APPEARS ABOVE, AND THIS TOTAL LIABILITY SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS OVER THE LIFE OF THE WARRANTY, AND TREMCO'S LIABILITY SHALL NOT EXCEED SUCH PRO-RATED AMOUNT. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tramco or any affiliate. Any unresolved Issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

TREMCO INCORPORATED ROOFING & BUILDING MAINTENANCE DIVISION

rr. boucke

Warrenty Administrator

Date: <u>June 7, 2010</u>

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TremCare®



TREMCARE® GOLD SERVICE AGREEMENT

SERVICE AGREEMENT NO:

135450

OWNER: ADDRESS: City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

BUILDING DESCRIPTION:

Allen Park Recreation Center

ADDRESS:

- High & Low Roofs 1170 NE 162rd Street

North Miami Beach, FL 33162

ROOF AREA:

11,500 Square Feet

ROOF SECTIONS:

2

ROOF SYSTEM TYPE:

Powerply Standard FR

EFFECTIVE DATE OF SERVICE AGREEMENT:

May 18, 2010

Weatherproofing Technologies, Inc. ("WTI"), a subsidiary of Tremco Incorporated, and the above-named Owner hereby agree that subject to the terms, conditions and limitations stated herein, WTI will provide the Owner with services on the Roofing System ("RS") as identified herein (collectively "Services") for a period of 5 years (the "Term"). At the end of the Term, the Agreement will automatically terminate, unless extended in writing by WTI. For purposes of this Agreement, RS is defined as the external portions of the roof surface at the above facility, including the membrane, flashings and termination details. In the event the actual square footage or the number of roof sections as determined by WTI during its first inspection exceed the approximations listed above by more than ten (10) percent, WTI reserves the right to increase the Service Agreement Price to reflect the additional work necessary to perform the Services.

A. INSPECTIONS, PREVENTIVE MAINTENANCE AND HOUSEKEEPING

The Services under this Agreement are designed to assist the Owner in protecting, maintaining and extending the useful life of its RS. Services include roof inspections, preventive maintenance and general housekeeping which will be delivered on an annual basis during the term of this Agreement on a schedule to be agreed upon by WTI and the Owner. If a Tremco Warranty on the RS is in effect, Services and/or warranty inspections may, at WTI's discretion, be carried out simultaneously.

1 of 5



Weatherproofing Technologies, Inc. 3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

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- A. Roof Inspections consist of the following:
 - Visual inspection of the roof membrane and roof surface conditions.
 - Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings
 on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, and
 inspection of roofing details for rooftop projections and equipment such as pitch pans, HVAC
 equipment, skylights and access hatches.
- B. Roof Inspections do not include:
 - Inspection for internal or latent water damage or mold growth.
 - Detection or identification of mold or other latent conditions.
- Preventive Maintenance (NOTE: Preventive does not include extensive repairs or restoration of a deteriorated roof Intended to improve its condition to a maintainable roof. If such extensive repairs are necessary, you will be made aware of what is needed to be done to bring the individual roof to a maintainable condition.)
 - A. Preventive Maintenance consists of the following repairs and maintenance:
 - Flashing components and details Patch minor flashing defects and klck holes, reinforce open
 flashing laps, seal open metal edge laps and open flanges within reason, seal open coping joints, seal
 expansion joint laps, re-secure and/or seal intermittent fasteners that have backed out, top off pitch
 pans, caulk storm collars and reseal intermittent voids in termination bar and counterflashing. Owner
 will be advised of any extensive repairs required.
 - Roof membrane Repair intermittent splits, tears, open laps and breaks in the membrane. If
 extensive repairs are required, Owner will be advised. Patch any fractured blisters or those in danger
 of fracture due to traffic. If extensive repairs are required, owner will be advised.
 - Drains, Gutters and Scuppers Tighten drain bolts and clamping rings (if possible). Owner will be
 advised of missing drain strainers. Repair strip-in around drains and scuppers, re-secure gutters and
 seal open gutter joints.
 - B. Preventive Maintenance does not include:
 - Repairs or maintenance of any building component other than the RS.
 - Remediation, detection or abatement of mold.
 - Recoating or other significant repair to, or replacement of, the roof membrane.
- General Rooftop Housekeeping
 - A. General Rooftop Housekeeping consists of the following:
 - Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane and drainage areas.
 - Disposal of debris will be at the Owner's approved on-site location.
 - B. General rooftop housekeeping does not include removal of obsolete HVAC components, any construction materials left by other trades and other equipment left on the roof.

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The Services do not include extensive repairs, restoration or replacement of a deteriorated roof, such as recoating or resurfacing of the flood coat or the reflective coat of the RS. If such steps are necessary, WTI will notify the Owner with recommendations to replace or bring the roof to a maintainable condition, as appropriate. Major roof repairs and replacements are within the product and service offerings WTI and its affiliated companies provide, and can be arranged under separate contract with WTI, but are not included in the Service Agreement Price.



WTI will provide the Owner with reports from the roof inspections performed under this Agreement. The reports will be provided through OLI® (on-line information database), which the Owner and its authorized representatives can access as described herein.

The data available on the OLI® Windows-based application is accessible through the following minimum requirements: Windows operating system (XP or later), Pentium III processor, 256 MB RAM, 250 MB free hard drive space and high-speed internet access (DSL, cable modem, etc.). Use of OLI® is subject to an on-line OLI® License Agreement, the terms and conditions of which are incorporated herein by reference and available upon request.

Roof inspection reports will not address the presence of water damage to the building or any building component other than the RS and will not address the presence of mold or other latent conditions.

C. STORM REPORTS

Upon notification and request by the Owner, WTI will provide one roof inspection and a corresponding report per year after a major storm at no additional charge to the Owner. In order to qualify for the no-charge inspection and report, the Owner must notify WTI of the storm within twenty-four hours of its occurrence. A no-charge storm inspection and report may, at WTI's option, be combined with the planned inspection(s) in the event a major storm occurs within sixty (60) days prior to the planned inspection.

D. LEAK RESPONSE PROGRAM

In the event of any leak through the RS, the Owner shall, within 24 hours of when a leak is or reasonably should have been discovered, call 1-800-5-TREMCO and report the roof leak, location, Owner's site contact representative, leak severity and any other information which may be reasonably requested by or useful to WTI in responding to the leak. WTI will, within 48 hours, respond to the reported leak to assist the Owner in identifying the source of the leak. The Owner agrees to provide WTI with access to the RS and all areas of the building necessary to access the RS. If a reported leak through the RS is confirmed, WTI will make any repairs that are immediately necessary and charge the Owner at standard rates, unless otherwise instructed in writing by the Owner prior to the site visit. If Owner operates under a purchase order system, proper purchase order information for said billing must be provided by customer at time of leak call. If purchase order is not provided at the time the leak is reported, Owner agrees to arrange for payment of leak invoice per terms cited in this agreement.

The price of the Services under this Agreement does not include leak repairs, unless the Owner's RS is a WTI Roofing System and the leak is covered under a Tremco QA Warranty that is still in effect. In all other Instances, WTI or its subcontractors can be retained by the Owner under separate contract to perform leak repairs at rates that vary depending upon the nature and extent of the leaks. WTI reserves the right to charge Owner for responding to and inspecting building leaks that are not covered under a Tremco Warranty or this Agreement, including building leaks through windows, HVAC units, walls or other components unrelated to the RS, at WTI's standard rates then in effect and Owner agrees to pay such charges on a net 30 day basis from the date of involce.

If leaks have been reported through the above 1-800 number, a leak activity report is available to the Owner through OLI®. These reports will provide the following:

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- 1. Overview of leak call.
- Response time for each call.
- Overview of work completed.

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E. OWNER'S RESPONSIBILITIES

The Services are meant to assist the Owner in monitoring its roofing assets. Services <u>do not</u> relieve the Owner of its own responsibilities for roof care and maintenance and to otherwise follow good roofing practices. Removal of chemical or other manufacturing or industrial pollution and discharge is the sole responsibility of the Owner and is expressly excluded from the Services under this Agreement. Additionally, if scheduled cleaning outlined in this expressly excluded from the Services under this Agreement is insufficient to maintain the roof integrity, the Owner will be notified and will be responsible for additional cleaning/inspections at Owner's cost. Owner agrees that all debris on or removed from the roof is the sole property of Owner and Owner shall have the sole responsibility for its proper disposal.

Owner understands and agrees that WTI does not assume or accept ownership, possession or control of any part of the RS or the Owner's facility, all of which shall remain exclusively with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, third-party warranties, and for all repair, maintenance and other work relating to the RS and the Owner's facility, other than as expressly covered by this Agreement. The Owner shall at all times exercise reasonable care in the use and maintenance of the RS and otherwise follow good roofing practices.

If the Owner does not immediately report leaks in accordance with the Section D of this Agreement, WTI has no responsibility to perform the Services described herein. In no event is WTI responsible for any repairs to any part of the Owner's building other than the RS as described herein. The liability and expense associated with such building repairs shall remain at all times with the Owner.

Owner hereby acknowledges that to the extent Owner's RS is a Tremco Roof System covered under a QA Warranty that is still in effect, nothing in this Agreement is intended to alter or modify any portion of the QA Warranty, including without limitation the Owner's repair, maintenance or other obligations described therein.

Owner's failure to comply with its responsibilities under this Agreement shall constitute grounds for WTI's immediate termination of this Agreement upon written notice to Owner.

F. SERVICE AGREEMENT EXCLUSIONS AND LIMITATIONS

This Service Agreement does not cover leak repairs. It also excludes any repair of damage to the RS caused, in whole or in part, by any of the following:

- Natural disasters/occurrences or Acts of God, including but not limited to, damage caused by lightning, hailstorms, floods, gale force winds (34 mph or greater), tornadoes, earthquakes, fire or animals.
- For those RS under separate Tremco Warranty, any use of materials not specified by WTI, unauthorized repairs, or failure to comply with Warranty terms.
- Any intentional or negligent act on the part of the Owner or third party including, but not limited to, misuse
 or abuse of the RS, storage of or discharge of materials, chemicals or effluent on the roof, penetration of
 the RS, or failure to follow good roofing practices.
- Faulty original construction or design of non-RS building components, including parapet walls, copings, chimneys, skylights, vents or roof deck.
- Any condition in the RS not reasonably discoverable from WTI's initial visual inspection and not covered under any separate Tremco Warranty.
- Building settlement, deterioration, cracking or failure of any component of the roof other than the RS, Including but not limited to, water infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment.

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G. OTHER TERMS

WTI shall issue its invoice upon effective date of agreement. Full payment is due within thirty (30) days of invoice. The Owner's rights under this Service Agreement are specific to the Owner and are not assignable or transferable without the express written permission of WTI. WTI reserves the right to withhold services and/or terminate this Agreement in the event WTI invoices for services are not timely paid in full.

Each party has the right to cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination of this Agreement by WTI without cause, Owner may be eligible for a refund of a pro-rated portion of the Service Agreement Price paid to WTI. WTI will determine the amount of the refund, if any, by subtracting WTI's usual and customary charges for Services provided prior to termination (as of the date such Services were completed) from the Service Agreement Price received by WTI.

WTI will be excused from performing under this Agreement if prevented or delayed by events not within its control including, without limitation, events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties and/or inability to access the RS.

IN NO EVENT SHALL WTI OR ANY AFFILIATE BE LIABLE, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORY OF LIABILITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DAMAGE TO THE OWNER'S BUILDING, CONTENTS OF THE BUILDING, LOSS OF PROFITS, LOSS OF RENTS, OR LOSS OF USE OF ANY EQUIPMENT OR PROPERTY. THE TOTAL AGGREGATE LIABILITY OF WTI OR ANY AFFILIATE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES SHALL NOT IN ANY EVENT EXCEED THE SERVICE AGREEMENT PRICE. THIS MAXIMUM LIABILITY SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS OVER THE LIFE OF THE SERVICE AGREEMENT, AND SHALL NOT EXCEED SUCH PRO-RATED AMOUNT.

THE OWNER HEREBY GIVES PERMISSION TO WTI AND ITS SUBCONTRACTORS TO INSPECT, MAINTAIN AND REPAIR THE RS. UNDER NO CIRCUMSTANCE SHALL THE OWNER MAKE ANY CLAIM THAT THE PERFORMANCE OF THE SERVICES BY WTI OR ITS SUBCONTRACTORS HAS CAUSED ANY MANUFACTURER'S ROOFING SYSTEM WARRANTY TO BECOME VOID OR VOIDABLE AND SHALL DEFEND WTI AND ITS SUBCONTRACTORS FROM ANY SUCH CLAIM.

This Agreement is the sole and exclusive agreement between the partles with regard to the Services and this document supercedes and replaces any prior verbal or written discussions, agreements or negotiations between them regarding the Services. Any disputes related to this Agreement shall be submitted to the exclusive jurisdiction of the state and/or federal courts of Cuyahoga County, Ohio and shall be governed by Ohio law, without regard to choice of law principles.

The Owner and WTI hereby agree to the terms, conditions and limitations as set forth herein this Service Agreement.

VEATH	ERPROOFING TECHNOLOGIES, INC.
Ву:	Atte
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Title:	Business Manager
Date:	June 10, 2010
	

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