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[www.dolmensdevelopment.com](http://www.dolmensdevelopment.com)

**September 24, 2024**

**RIVERWALK AT SUNRISE HOMEOWNERS' ASSOCIATION, INC.**

264 Riverwalk Circle  
Sunrise, Florida 33326

**Attn:** Mrs. Jaime Prigal President and board of directors.  
jsprigal@gmail.com  
Mr. Matt Jelinek.  
[Matt@AMP-Florida.com](mailto:Matt@AMP-Florida.com) / 608-843-4648

**Overview:** This Agreement is prepared especially for the above Association All products are manufactured by **UCI PAINTS** and the work be perform in accordance with the manufacture's specifications.

Please let us know if there is any other information needed to assist you with your decision. Again, thank you and we look forward to working with you in the near future.

**Included Areas/ Structure:** Preparation and repainting of the exterior surfaces of (103) townhomes units with attached garages and a main clubhouse.

**SCOPE OF WORK IN SUMMARY:**

Special Note: all scope of Work will be completed to meet the **UCI PAINTS** warranty & specification requirements and periodically inspected by **UCI PAINTS AND DOLMENS DEVELOPMENT** representatives.

This work to be performed by Dolmen's development shall include the furnishing of all materials, labor, tools and equipment required to complete the painting and decorating of the structures specified.

- Pre-treat and sanitize all mildew and algae before pressure cleaning.
- Completely pressure clean all surfaces to be painted as described within.
- Seal all direct weather exposed exterior stucco surfaces as described within.
- Caulk all window frames, door frames and 90-degree angles as described within.
- Patch all through wall protrusions, cracks on stucco substrates as described within.
- Prime any bare wood, rusted metal and bare metal prior to painting.
- Paint all previously painted exterior stucco surfaces including sheer walls, columns, soffits.
- Prepare and Paint previously painted drip caps, gutters, down spouts, electrical boxes, and conduits.

- Prepare and Paint all previously painted decorative shutters only.
- Paint previously painted stucco bands.
- Prepare and Paint only exterior side of all entry, utility, and garage doors and frames.
- Prepare and Paint wood fascia.
- Paint only previously painted interior side of perimeter walls south, north, and west of property only.
- Paint the front entrance monument sign.

### Exclusions:

- Paint All Windows & sliding door frames.
- Paint Pool deck.
- Paint Pool railings.(options).
- Paint Playground railings.
- Paint Hurricane metal Shutters.
- Paint All Enclosed Patios.
- Paint All wood fencing.
- Paint All French doors.
- Paint All Previously painted driveways, walkways, and decks.
- Paint All Light fixtures.
- All repairs on all bands.
- All stucco repairs on all stucco surfaces.
- ALL OTHER AREAS NOT MENTIONED ABOVE.

### OVERVIEW OF PAINTING SPECIFICATIONS

1. **Mildew treatment:** All mildew is to be chemically treated with mildewcide/ chlorine solution before pressure cleaning.
2. **Pressure Clean:** All surfaces will be pressure cleaned with a 3000 PSI system. This operation is to remove surface contaminants which may adversely affect the bond of the coating; efflorescence, excessive chalking condition (paint oxidation), loose and marginally adhering flaking or blistering paint, mold and mildew residue, salt deposits, dirt, etc. A special “turbo” rotary tip may be used on areas in need of a more thorough cleaning action and pressure may be adjusted lower to rinse clean adjacent wood/ metal items as necessary.
3. **Sealer:** All areas exposed to weather and all areas with evidence of chalk residue will be seal with a surface conditioning bonding sealer coating. This material will be bond chalk and seal porous surfaces to provide a proper base for the finish products. Either clear or pigmented (colored) sealer will be used at the contractor’s discretion. Some no-weather exposed masonry surfaces such as patios, stairwells, balconies etc. may not require sealing. These areas will be determined by the supplier prior to painting. using **UCI UNI-SEAL 100% ACRYLIC /#25-020 #25-150.**

4. **Caulking of exterior surfaces:** All loose or deteriorated perimeter caulking around exterior doors and windows is to be cleaned out, the masonry surface at the joint sealed, and a bead of caulk applied. Perimeters of all windows will be caulked 360 degrees metal to masonry. Where the separation has occurred at the 90 degrees angle of all masonry surfaces, apply a continuous band of caulking, tooled to provide complete adhesion to the opposing surface where walls change direction, both vertically and horizontally. Where there is penetration through exterior walls, such as electrical conduit, roof scuppers, gutter straps, etc. will be sealed with approved caulk. Using **#S6-10907 PAINT MASTER URETHANE ACRYLIC ELASTOMERIC SEALANT 50 YEAR TOP LINE CAULK.**
5. **Cracks in masonry stucco** All hairline cracks less than approximately 1/16" will be patched approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack) with a brush grade "flexible" patching as per attached painting specifications. All cracks from approximately 1/16" to approx. 1/8" will be cut open by hand (i.e., Painters' tool, painters' knife or scraper only) to form a small groove. All opened cracks will be dusted clean of loose debris, sealed with caulk or patch as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant **UCI PAINT UNI-SKIN FIBROUS PATCHING COMPOUND.** See attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack). All cracks greater than approximately 1/8" will be cut open by rotary grinder to form a "U" or "V" shaped groove. All opened cracks will be dusted clean of loose debris, sealed as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant "flexible" sealant- **UCI PAINT UNI-SKIN FIBROUS PATCHING COMPOUND.** - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack). This proposal specifically excludes any structural repairs, hidden defects, concrete repairs and/or all stucco repairs other than the decorative finish coat stucco, such as but not limited to the lathe, wire mesh, waterproofing and other non-decorative finish stucco coats, i.e. scratch coat, mid-coat, brown coat. Dolmen's development will visually inspect all stucco surfaces from ground level. Any visible minor, loose, broken, or damaged areas will be "sounded" to determine if there is a larger damaged area and missing decorative finish stucco will be repaired per the attached painting specifications. All minor decorative stucco repairs will be matched to existing decorative stucco texture as close as possible. Any major structural stucco repairs will be reported to the Board of directors and Property Manager and can be repaired by dolmens development at an additional cost. Per the Association's request, Dolmen's Development will submit the cost of the repairs to the Association and/or Property Manager, if necessary, Dolmen's Development will not make any repairs without a written authorization by the Association. **Note: Dolmens Development cannot be liable for any stucco issues that are not visible to the naked eye during visual inspection from ground level.**
6. **Scraping:** Loose, peeling, blistering and flaking paint will be removed by scraping or wire brushing only small areas only. However, in the case of any delaminating paint coating the use of sandblasting / or a power tool (roto tip) will be required. This condition will be reported to the Association and/or Property Manager and can be repaired by **Dolmens Development** at an additional cost.

This extra step will be done by a sandblasting company Unless it specifically calls for or a power tool (roto tip). Our contract does not include any sandblasting or the use of a power tool (turbo tip).

7. **Front entry Doors, Garage and Door Frames:** Prepare ,sand, caulk and solvent clean as necessary. Spot prime only all bare wood or metal with appropriate primer with **UCI PRIMER #24-100/ UCI AQUA-PROOF UNIVERS AII INDUSTRIAL PRIMER** and finish coated with one coat of **UCI HYDRO-NAMEL 100% ACRYLIC GLOSS ENAMEL #571-100** *Note: Unless otherwise specified, all doors and doors frames will be painted on the exterior face only. Some front entry and garage doors will require full stripping, a full prime coat before paint (price to be determined per door after inspection with manager and board).*
8. **Paint basic Specifications:** Apply one finished coat of paint as scheduled in the scope of work, finish coated with **UCI ULTRA-KOTE 100% ACRYLIC LATEX SATIN PAINT #50-100 UCI.**
9. **Wood Fascia/Siding Surfaces:** All wood surfaces will be spot prime where bare with one coat of primer. **UCI PRIME-IT 100% ACRYLIC PRIMER #24-100** and finish coated with **UCI ULTRA-KOTE 100% ACRYLIC LATEX SATIN PAINT.**
10. **Repairs: Dolmens Development** will perform a visual inspection of all wood, stucco and metal surfaces from ground level. Any visible wood repairs will be reported to the Association and/or Property Manager and can be repaired by **Dolmens Development** at an additional cost. Upon the Association's request, **Dolmens Development** will submit the cost of the repairs to the Association and/or Property Manager. **Dolmens Development** will not make any repairs without a written authorization from the Association/board. Note: **Dolmens Development** cannot be liable for any wood issues that are not visible to the naked eye during visual inspection from ground levels.

### **CONDITIONS:**

**General:** Dolmens Development LLC will supply all materials, tools and equipment necessary for the cleaning, preparation, sealing and painting of all surfaces specified. Dolmens Development LLC will use the utmost care in the protection of both unit owner Association Customer property including all balconies, screens, windows, parked vehicles, and any other property in the areas; from paint and/or other damage that might be caused during mobilization. Dolmens Development LLC will be responsible for the rectification of any such damage and for cleanup involved in the work outlined in this specification.

**Labor:** Dolmens Development LLC will have a qualified foreman on the job at all times to ensure quality of work. This foreman will supervise the work force and ratification of any damage (If any). All work is be done in a professional workmanlike manner by skilled mechanics. Dolmens Development LLC personnel shall not use personal audio devices Association pool or other recreational areas. Service will be delivered in such a way to minimize the inconvenience to the residents and / or owners. Dolmens Development LLC will maintain a full work force from start to completion along with the qualified foreman on the job at all times. It is understood by both parties of this agreement that Dolmens Development LLC, its agent, etc. are not employees of the Association.

**Insurance & Licensing:** Upon Request, Dolmens Development LLC will furnish suitable insurance certificates covering liability and property damage naming the Association Customer additionally insured. Proof of Workman's Compensation Coverage will be available. Policies shall be kept in force during the course of the service period. Dolmens Development LLC shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

Dolmens Development LLC is not responsible or liable for, and Owner(s) hereby agrees to hold Dolmens Development LLC and its workers harmless for any and all claims, injuries or damages of whatever nature involved in the following situations:

- Application of floor paints in areas that have been previously painted, coated or repaired.
- Painting associated with stairs, the lining of stairs, steps, walkways or any other passable surface.
- Slips and falls on painted surfaces containing anti-slip surfaces.
- Slips and falls caused by the paint and repair equipment that Dolmens Development has conspicuously and carefully placed, and in the paint, notices given to the Owner (s) on the premises (ie, marked areas) while complying with his duties contemplated here.
- Painting applications on sidewalks and corridors of common areas (ie, entry sidewalks and those leading to common areas) that have been painted, coated or repaired previously.
- Damage caused by paint on clothing when it is obvious that the painting is in progress.
- Damages, injuries or claims of poor paint adhesion, durability or aesthetics caused by previously existing water collection areas (ie mats, plants, etc. left outdoors for a prolonged period of time).
- No warranty ,guarantee due to the existing construction defects.
- The movement of the building or foundation causes the appearance of new stress cracks, which causes the intrusion of water and related problems after the paint coating has been applied.

**Special Conditions:** *Dolmens development Suggest that All visible stucco Delamination, paint delamination and all stucco Cracking Areas on top of garages, front entrance columns to be sounded, check for damage, deterioration, and Water Intrusion.(Extra Labor and material will be required for these repairs and painting of these units if necessary.*

**Excluded From This Warranty:** (1) peeling resulting from the breakdown of any underlying, older paint film; (2) peeling on any horizontal surfaces exposed to standing water; (3) areas damaged by natural disasters or unusual weather conditions; (4) environmental pollution, condensation or other moisture under or from within the building surface (5) seepage or leakage through undercoated areas of building causing delamination of the new system, or any damages caused by water intrusion to the interior and exterior of the property, whether direct or indirect, incidental or consequential (6) structural defects, building settling or movements; (7) improper maintenance or any other cause not controlled by Contractor.



Where the scope of work reads "Damaged caulk will be cut out and replaced", this is to reference intermittent windows in the community. If all windows or the majority of the windows in the community need to have caulk removed and replaced, it will result in additional charges. (8)peeling and cracking resulting from high PH on all stucco surfaces.

**Concealed Conditions.** There is a possibility that during the initial pressure cleaning process conditions of delaminated paint coatings, delaminated stucco and peeling of substrates previously not visible will become apparent. Some of these conditions will require an additional charge. In the event that this occurs, the Owner(s). property manager will be made aware of the condition and the fee to remedy the situation.

**Change Orders:** Should Owner, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his customary price for performing such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

**Color Selection.** All colors must be signed off and approved before a project can commence. Before beginning the project, and for the signed approval, the Owner (s) will designate an area of a building in which Dolmens Development will apply a paint sample of the chosen final color and finish. Any color selection that requires a second coat aside from sealer and first coat will incur additional charges to the price in this Agreement. Any special distribution of colors, i.e. where specific colors go on which surfaces, must be confirmed in writing as well. The agreed upon Commencement Date must be honored by having color selections completed.

**Method of Paint Application and Paint Colors:** Owner authorizes Contractor to use any method of paint application that Contractor deems appropriate, whether it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, Contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of the Owner, the Contractor shall provide a sample of any paint for approval by Owner. If the Owner does not request a paint sample, the Contractor is authorized to apply manufacturer's standard paint as identified in this Contract and is not responsible for any differences between the manufacturer's color chart and the paint as it is applied. Agreement Specifications Provisions. These specifications are in effect for six (6) months from this date. If work has not commenced within six (6) months a re-inspection will be required.

**Time of Performance:** Contractor shall commence the Work required by this Agreement on or before \_\_\_\_\_, and substantially complete the Work not later than \_\_\_\_\_, subject to extensions of time for inclement weather, unavailability of materials, or changes to the Work authorized by the Owner.

### **Contractor Obligations:**

1. The contractor shall deliver material to the job site in unopened containers and assumes full responsibility for any material stored on site.
2. The contractor shall be responsible for the protection of the occupant's property, screens, walkways, driveways, windows, accordion shutters, light fixtures, and vegetation.
3. The contractor shall be solely responsible for the rectification of any such damage caused by his employees.
4. The contractor must remove all materials, equipment, and debris from the facilities on a daily basis.
5. The contractor shall be responsible for safety management at work and shall comply with all OSHA SAFETY regulations.
6. Contractors shall frequently remove its own trash and empty containers.
7. Contractor shall maintain a full work force from start to completion, including a qualified foreman on the job at all times.
8. Contractor shall notify Owners 3 days before start of work.
9. All work carried out must be inspected and approved by the paint manufacturer's representative. This representative will provide written reports to the Association and the Contractor. The contractor will provide a damage report before pressure cleaning.

### **Customer Obligations:**

1. The customer will be responsible for trimming the back of any garden that prevents painting as specified.
2. The Customer shall allow access to the Contractor to areas that need to be painted.
3. Colors must be chosen and agreed with Contractor prior to job start.
4. The customer shall arrange for automobiles to be moved from areas adjacent to the building where work is in progress to safeguard against possible damage to automobiles.
5. Customer refers to Owner.
6. Customer shall be responsible for removing all exterior items such as patio furniture, potted plants, etc.
7. The owner agrees to provide the contractor with the necessary electricity and/or water required to operate his equipment and carry out work.

### **Others:**

1. Dolmens Development LLC will not be responsible for any delays or damage resulting from unusual or excessive rain, lightning, windstorms, hurricanes, or any others acts of nature.
2. If Dolmens Development LLC assumes responsibility for damages, Dolmens Development LLC reserves its right to make its own repairs.

**Successors and Assigns:** Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Owner.

**Prosecution of Contract:** If it is necessary for either party to hire an attorney to enforce any provision of this Agreement, the winning party shall be entitled to recover the costs and reasonable attorneys' fees incurred prior to the claim, and in any mediation, arbitration or judicial proceedings, including all appeals. The Contract will be governed by Florida Law and any legal proceedings related to the Contract will be conducted only before the court of the corresponding jurisdiction in Broward County Court System.

**Default:** If Owner fails to make its initial payment upon commencement of the work, or fails to make any installment payments to the Contractor within fifteen (15) days of the written notification that a payment has expired, the Owner will be considered is in default and this Agreement may be canceled by the Contractor with five (5) days written notice and the opportunity to cure the Owner.

**Interest:** If any payment due to the Contractor under this Agreement is not paid on the date it becomes due, Contractor shall be entitled to interest on such sum from the date it originally became due at the rate of 10% per annum.

**Waiver:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings, discussions and agreements. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. All the provisions, conditions, terms and agreements contained in this document shall be binding and the benefits and advantages shall apply to the respective successors, assigns, trustees, recipients and personal representatives of the parties. The fact that the Contractor does not demand strict compliance with any of the terms of this Contract shall not act as a waiver of any of its rights or obligations hereunder, nor shall it act as a waiver to require strict compliance of the Owner. Waiver of Jury Trial Owner and Contractor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Owner or Contractor against the other.

**Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**Liquidated Damages upon Termination or Default by Owner:** Upon termination of this Contract due to noncompliance by the owner in payments of appropriate conditions to contractor, or in the case of owner Termination of this Contract before full contractor its full scope of work is established within this contract, the contractor shall incur costs additional in the general conditions, demobilization, excess of materials and other expenses, whose exact calculation would be uncertain and difficult, if not impossible. Consequently, in the case of such termination, the Contractor shall have the right to recover from the Owner as liquidated termination damages, and not as a penalty, a payment equivalent to 10% of the Contract balance, in addition to the payment for the value of all work. made until the date of default or termination of the owner. The Owner and Contractor agree that this is a reasonable sum to be paid to the Contractor in the case of breach, default or termination of Contractor by Owner and is not to be construed as a penalty.



**Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

*If to the Contractor:*

**Dolmen's development LLC**

At address provided above

*If to the Owner:*

**Riverwalk at Sunrise**

At address provided above

Any party hereto may change its address for the purposes of this paragraph by written notice given in the manner provided above.

**Modification or Amendment:** No amendment, change, or modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

**Differing or Unidentified Conditions:** Contractor shall not be responsible for unidentified hazards or differing conditions encountered during performance of the Work site except to provide written notification to the Owner of condition once it is identified and to exercise reasonable care in handling any hazardous materials.

**Entire Agreement:** This Contract constitutes the entire agreement between the Parties here to and supersedes all previous understandings, discussions, and agreements.

**Staging Area:** The contractor shall supply a mobile trailer to store paint, equipment and other materials. The contractor will meet with the Association representative to establish a staging area for the workers. Material will be properly stored at the end of each workday.

#### **OTHER IMPORTANT NOTES:**

- **Dolmens Development** will provide some paint to the Association for touch up purposes.
- **Dolmens Development** will help the Board, property manager and Association with the color selection.
- **Dolmens Development** will rent (at its expense) a port-o-let for the use of its employees.
- **Dolmens Development** will have at all times a working and non-working supervisor. The supervisor is fully skilled and speaks English. He will carry a cellular phone as a means of communication.
- **Dolmens Development** always inspects all exterior surfaces for any existing damage before any work commences. This inspection will be taped by a video camera, phone or drone.

**Unenforceability of Provisions:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**Indemnification Clause:** To the extent of the Contractor's performance, the Contractor shall indemnify and hold harmless the Owner, its agents, employees and members of and against claims, damages, losses and expenses, including but not limited, caused by the Contractor or any other person. directly employed by them or Any person for whose acts the contractor is legally responsible, provided that such claim, damage, loss or expense is attributable to bodily injury, illness, death or injury, or the destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom. The indemnity as provided in this paragraph shall be subject to a monetary limitation of five hundred thousand (\$ 500,000.00) dollars, an amount that both the Owner and the Contractor acknowledge have a reasonable commercial relationship with this Contract. However, the Contractor shall not be liable for claims based on damage or loss of personal property of unit owners or others, including, among others, vehicles, patio furniture, when personal property was located in areas where Work is performed on balconies or in common areas where the work required by this contract is performed, unless said damage is caused by intentional or imprudent acts of the Contractor, its agents, employees and / or subcontractors.

**Permits:** The Owner (s) agree that they will be solely responsible for the costs involved in obtaining and obtaining all necessary permits required by any state or local agency to perform the work contemplated below. In the event that Dolmens Development LLC advances such costs after notification to the Owner (s), the Owner (s) has the affirmative obligation to promptly reimburse Dolmens Development LLC for advancing any of the permit costs required for the project to the time to present an invoice. ***Note: Dolmens Development will obtain all permits necessary and will be reimbursed by the Association for the time and travel spent (Maximum of \$300.00 per permit).***

**Final Payment & Release of Liens:** Dolmens Development LLC shall submit to the Association Partial releases of Lien for work completed and material supplied or, if completion is final, Final Releases of Lien from all persons or entities who supplied labor and material to the job who are not in privity with the association.

Upon completion of all Work under this contract or before Final Payment will be issued, the Contractor shall perform the following:

1. Completion of all punch list Work.
2. Remove all temporary facilities from the job site,
3. Complete final clean-up.

**TERMS:** The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Dolmen's development LLC other obligations have been fulfilled. All payments for goods and services rendered are due upon receipt of invoice(s). Any invoice not paid within thirty (30) days shall be subject to interest at 1.25% per month. Delinquent accounts, those not paid in thirty (30) days, that are sent to legal collections will require the Association Client to pay legal, attorney and paralegal fees in addition to the amount due and interest. In addition, legal disputes under this contract of work will be filed with the Broward County Court System.

## ADDITIONAL TERMS AND CONDITIONS.

1. Unforeseen delays: contractor shall be excused for any delays beyond reasonable control. these delays may include, but are not limited to acts of God, labor disputes, inclement weather, acts of public authority, or other unforeseen contingencies.
2. Authority to contract: the individual(s) signing below have the legal authority to sign for the work to be performed.
3. Additional fees: not included.
  - Architectural Fees: Engineering Fees and Laboratory Testing If Required.
  - Permit Fees from City Billed as Actual.
  - Permit Runner Charges **\$300.00** Per Permit.
  - Permitting And Association Approval by Others.
  - Scaffold/Shoring Rentals/Swing Staging for back of unit's wood fascia repairs and stucco repairs.
  - Hurricane Shutters, Removal and Replacement.
  - Electrical/Mechanical/Plumbing/Floor Finishes/All Items During Demolition Process.
  - Any Unforeseen Issues During Demolition or Not Specified in Scope of Work.
  - Sprinkler Repair, Rerouting.
  - Miscellaneous Work Required for This Project And/or Requested by The Client, Shall Be Billed at Per Unit Pricing, And or Industry Standard Prices.
  - Mobilization: (Mobilization Definition; -Dumpster, Shore Delivery, Set Up, Scaffolding Delivery and Set Up.
4. The customer shall supply electricity and water on the jobsite.
5. If needed the customer is to designate a staging area for onsite storage containers and dumpsters, while work is in progress.
6. In the event of a hurricane or other severe weather or alternatively, should contractor be directed by the owner to do so. the foregoing precautionary measures will be performed on a reasonable time and material basis, with an hourly rate not to exceed \$75.00 per hour, exclusive of overtime, and material cost plus 10% for all overhead, profit and administrative cost and fees, the cost for which shall be borne by the owner.
7. No warranty, guarantee on all repairs, all labor and all material due to preexisting conditions off all stucco surfaces and all preexisting structural problems (This are construction Defects from the original builder).
8. No warranty, guarantee on all labor, all material on painting of all stucco surfaces due to past improper ,incorrect painting project (2005 -Sherwin Williams).
9. No warranty, guarantee on Damages caused to personal property contained in the yards, whether they are selected or open, including furniture, ceramics, pots and the like. It is the responsibility of the Owner (s) to protect each, and every one-off said personal property at the time of the notification of commencement of work.
10. No warranty or guarantee on water intrusions on all units due to the preexisting, actual conditions of all roofs and all flushing.
11. No warranty or guarantee on painting of all doors due to preexisting conditions.
12. Association or unit owners responsible for installing new screen panels on back of some of the units to have access to performed original scope of work.

13. No warranty, guarantee on all labor, all material and all painting of all wood, stucco surfaces due to the existing conditions of all gutters and all downspouts. Dolmens Development recommends replacing damaged gutters and downspouts prior to painting.
14. No warranty, guarantee on all stucco surfaces due to the existing Efflorescence on all walls.
15. No warranty or guarantee on the painting of all stucco surfaces due to the existing Paver's conditions like whiting and moisture.
16. No warranty, guarantee on all stucco surfaces due to existing Bands leaching.
17. No warranty, guarantee on all labor, all material, all repairs on all stucco surfaces due to the high level of PH on all stucco surfaces from original builder.

**Manufacturer's Specifications & Warranty:** Manufacturer's Specifications shall become a part of this Agreement, incorporated by reference, and shall be binding in every respect **Dolmens Development** incorporates herein , by reference **UCI PAINTS**, dated **8/24/23** Upon completion of the entire project, UCI Paints will provide a labor and material warranty including inspections reports on all buildings/houses a copy of manufacturer's specifications will be attached to this agreement dolmens development will comply with all requirements express in the manufacturer 's specifications to the extent any portions of the manufacturer's specifications are in conflict with any portion of this agreement the manufacturer's specifications shall govern and dolmens development shall perform all task set forth therein.

## Contract Value and Draw schedule.

Please Initial Accept/Decline

**Painting Price**.....**\$195,000**.....Accept \_\_\_\_ Decline \_\_\_\_

**Painting price with 2 coats** .....**\$224,250**.....Accept \_\_\_\_ Decline \_\_\_\_

### Painting Options:

1. Paint white pool railings, playground railings and exterior white doors on main pool house.....**\$2,500**..... Accept \_\_\_\_ Decline \_\_\_\_
2. Prepare, Strip, prime and paint completely front entrance doors exterior only. (No warranty, guarantee due to original coating is failing) if it's necessary .....**PRICE TO BE DETERMINED AFTER INSPECTION**.....Accept \_\_\_\_ Decline \_\_\_\_

### Restoration – Repairs Options

1. Pressure clean completely, apply one skim coat of cement material and apply a coat of waterproofing material STO watertight on all caps and all bands of units with front entrance columns – or UCI waterproofing material on **19 units total**...**\$40,000 (plus lift boom to access all front of columns \$2,500 monthly)** ..... Accept \_\_\_\_ Decline \_\_\_\_

<u>Unit#</u>	
140	Water proof
138	Water proof
131	Water proof
121	Water proof
166	Water proof
176	Water proof
181	Water proof
184	Water proof
186	Water proof
201	Water proof
196	Water proof
203	Water proof
213	Water proof
225	Water proof
240	Water proof
250	Water proof
252	Water proof
262	Water proof top / delaminated vinil

2. Exterior Wood Fascia Replacement prime and painted Using pine wood **2x8** Minimum **3 Feet** Per Section plus Lift boom where accessible only .....**\$40 Per L/F** ..... Accept \_\_\_\_ Decline \_\_\_\_
3. Mobilization and disposal for wood facia .....**\$1,500**

### **PAYMENT SCHEDULE PAINTING**

- **No Deposit.**
- **5 Equal payments upon completion every 20 units.**
- **Final payment upon 100% completion of painting project.**

### **PAYMENT SCHEDULE REPAIRS**

- **No deposit.**
- **Upon completion of every 10 units.**

### **ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the Board of Directors agrees to pay the amount mentioned in said proposal and according to the terms and conditions.

This agreement between Riverwalk of Sunrise and Dolmens Development LLC is accepted. and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_,2024.

**Riverwalk Of Sunrise**

**Dolmens Development LLC**

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Felipe Cadavid CEO



