

Siegfried · Rivera · Hyman · Lerner
De La Torre · Mars · Sobel



S R H L - L A W . C O M

HELIO DE LA TORRE
HDELATORRE@SRHL-LAW.COM

REPLY TO CORAL GABLES OFFICE

December 18, 2018

VIA EMAIL: CCORREA@CORALGABLES.COM
AND CERTIFIED MAIL- RRR

Carlos Correa, Code Enforcement Officer
City of Coral Gables
Code Enforcement Division
427 Biltmore Way, Suite 100
Coral Gables, Florida 33134

Re: Almeria Park Condominium Association, Inc. (the "Association")
Case No. CE280409-091318

Dear Mr. Correa:

As you are aware, the undersigned law firm represents the above-referenced Association. We are writing to you in connection with Notice of Violation ("Notice") dated September 13, 2018. Specifically, the Notice alleges that the Association has failed to maintain the building water tight and that tenants are having water intrusion problems into their units due to water penetrating the exterior walls of the building. Moreover, the Notice attaches a copy of a Testing Report prepared by RAS Engineers and Consultants, Inc. ("RAS Engineers"), dated July 10, 2013 ("RAS Report"), to support the violation cited in the Notice. This letter shall serve as the Association's response to the Notice and the allegations set forth therein.

First, please note that, as of this date, the Association has only received reports of water intrusion into four (4) of the seventy-eight (78) units within the condominium. Over the past few years, the Association has diligently inspected and promptly responded to several complaints from the owner of Unit 505. However, this year, the Association also received and inspected new complaints relating to Units 507, 1105 and 1505. The water intrusion issues for the above-referenced units have either been repaired and/or are in the process of being repaired by the Association as discussed in further detail below.

In connection with the RAS Report, please note that the Association initially engaged RAS Engineers in 2013 to inspect claims of leaks into the bathroom of Unit 505, which is located on the southeast corner of the building. Prior to this initial incident, the Association had not received any complaints of water intrusion from the exterior walls of the property into Unit 505 or any other units of the condominium property. Once the Association was made aware of an issue for Unit 505, the Association promptly engaged RAS Engineers to inspect the area and provide expert recommendations for sealing the source of the leak. RAS Engineers provided the Association with two reports outlining

their recommendations. Copies of the reports prepared by RAS Engineers are enclosed herein as **Exhibit "1A" and Exhibit "1B", respectively**. Upon receipt of the reports, the Association immediately engaged a contractor to implement the repairs recommended by the engineer.

In addition to performing the repairs recommended in the reports from RAS Engineers, on October 10, 2014, the Association entered into a settlement with Mr. Ramon Fernandez, the owner of Unit 505, wherein the Association agreed to reimburse Mr. Fernandez a total of \$27,300.00 for the costs to repair the interior surfaces of the Unit 505 and other personal property. We have also enclosed a copy of the Release, Indemnification, and Hold Harmless Agreement ("Agreement") executed by and between the parties herein as **Exhibit "2"**.

Two years later, on or about May of 2016, Mr. Fernandez contacted the Association once again alleging issues with water intrusion. Please note that during this period, the Association had not received any complaints of water problems from any other occupants of the building. However, in response to Mr. Fernandez's complaint, the Association engaged another engineer, John H. Buscher, P.E. ("Buscher"), to inspect the Mr. Fernandez's reports of water intrusion from the east and south walls of the bathroom and bedroom of Unit 505. On or around June 28, 2016, Buscher inspected Unit 505 and issued a report to the Association that outlined suggested repairs.

A copy of the Buscher engineering report dated July 8, 2016, is enclosed herein as **Exhibit "3"** for your records. As you will note, in the Buscher report, the engineer recommended that the Association take several actions to ensure that water would no longer accumulate in the common areas of the property or penetrate through the exterior walls. Upon receipt of the report, the Association immediately retained a licensed contractor who performed the remedial work recommended by the engineer. Moreover, in addition to the foregoing, the Association replaced the waterproofing along the pathway on the fifth floor of the building to ensure that an additional coating of waterproofing is provided along the edge of the exterior wall and the floor for Unit 505, which includes the east side of the building. Moreover, on December 17, 2016, Buscher provide the Association with written confirmation that the repairs the Association performed were completed in accordance with their recommendations. The engineering confirmation regarding the completion of the 2016 repairs is enclosed herein as **Exhibit "4"**.

Despite all of the foregoing engineering recommendations the Association has obtained and the repairs the Association has performed, Mr. Fernandez of Unit 505 continues to assert claims that water intrusion is impacting his unit. Furthermore, on or about June 19, 2018, Mr. Fernandez filed a complaint, which is currently pending in the Circuit Court of the Eleventh Judicial Circuit, Case No. 18-020854-CA-01 ("Lawsuit").¹

In connection with the Lawsuit and in response to the Notice from the City of Coral Gables ("the "City"), Association most recently engaged Buscher and Falcon Engineering Co., L.L.C. ("Falcon Engineering") to conduct additional inspections of reported water intrusion along the east and south walls of Unit 505. The engineers also

¹ A copy of the complaint for the Lawsuit is enclosed herein as **Exhibit "5"**.

investigated water intrusion issues relating to Units 507, 1105 and 1505. The final report from Buscher dated October 2, 2018, is enclosed herein as **Exhibit "6"** and the report from Falcon Engineering dated November 26, 2018, is enclosed herein as **Exhibit "7"**. The 2018 report from Buscher and the 2018 Falcon Engineering report shall hereinafter collectively be referred to as the "Final Reports".

Please be advised that the Association is in the process of implementing the repair recommendations set forth in the Final Reports. Specifically, the Association has engaged YR Caulking, Inc. ("YR Caulking"), to install new exterior exhaust vents, to caulk and seal the windows and sliding glass doors and to perform stucco repairs.² We have been advised that the YR Caulking has already applied for and obtained the permits required for the performance of the repairs and that the work is scheduled to commence after the holidays in January of 2019.

In light of the foregoing, and as previously requested, we invite you to come to the condominium property to meet with the Association's engineers and contractor to discuss the repairs the Association has performed in the past and the exterior work that is scheduled to commence in January of 2019. We also request that you postpone any hearings on the Notice until after YR Caulking has completed the repairs recommended in the Final Reports.

As always, we appreciate your attention to this matter and make ourselves available in the event that you should wish to discuss this matter in greater detail, or schedule an appointment to inspect the Association's property.

Sincerely,

SIEGFRIED, RIVERA, HYMAN, LERNER,
DE LA TORRE, MARS & SOBEL, P.A.



Helio De La Torre

HDT/ict

Enclosures

cc: Board of Directors
Property Manager

Alexander L. Palenzuela, City Attorney (alp@alp-law.com)

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² The Agreement between the Association and YR Caulking dated December 1, 2018 is enclosed herein as **Exhibit "8"**.

EXHIBIT "1A"

Almeria Park Condominium
357 Almeria Avenue
Coral Gables, FL 33134

Testing Report

Raul Schwerdt, P.E.
RAS Engineers and Consultants, Inc.



2013

RAS ENGINEERS *and Consultants, Inc.*

374 Ansin Blvd, Hallandale Beach, FL 33009 (954) 455-2454 www.RASengineers.com

July 10th, 2013

Almeria Park Condominium
Attn: Board of Directors
357 Almeria Avenue
Coral Gables, FL 33134

Re: Moisture Scanning

Dear Board:

Raul Schwerdt, P.E., and Sebastian Scidita, F.T. performed a deluge testing on 6/27/13. This report is based on testing and inspection performed at the premises.

PURPOSE AND PROCEDURE:

The primary purpose was to find the source of leaks on the bathroom of the unit located at the SE corner of the building at the fifth floor level. Testing and Investigation followed ASTM E2128 Standard Guide for Evaluating Water Leakage of Building Walls.

We have briefly reviewed details of the wall on the original design drawings and attach them to this report in Exhibit C. Product Specifications, related repairs purchase orders, or contract for building maintenance or repair were not available for review.

The interior sides of the walls were scanned with infrared thermal imaging, and impedance testing before spraying water on the exterior side. The same procedure was performed after spraying the water. The areas with increased moisture were labeled in the actual picture shown on Exhibit A "Testing Reports".

FINDINGS:

The original specifications show 8-inch CMU concrete block, with concave tooled joints covered with 5/8" thick stucco. The interior side is covered with 3/8" gypsum board moisture resistant on 7/8" galvanized steel furring channels @ 16" o.c. with foil insulation. There isn't a specific instruction on the number of layers, of stucco, and maximum thickness on the drawing.

The building was built in 2003 and per Mr. Jorge Fernandez, manager. It is the first time moisture was observed coming from the exterior walls of the building. The leaks were observed by the homeowner thereafter heavy rains regardless wind direction, and leaks continue for a period of time after the rain ends. Coating was previously applied on the tested area however, the repair was ineffective.

DISCUSSION:

The exposed exterior wythe of masonry provides the first layer of water resistance for the wall system. The masonry units and mortar may permit water movement by diffusion, but leakage due to this property alone is unlikely. Water is more likely to penetrate at the interface between the units and the mortar and physical deficiencies such as cracks or open joints. Several physical properties of the units can have an effect on the water resistance of a wall including:

1. Compatibility of the unit's absorption characteristics and the properties of the mortar.

2. Bonding surface conditions, such as surface roughness and irregularities that might interfere with proper mortar bond, or the presence of contaminants and residues from the manufacturing process, handling and storing procedures.
3. Fissures or voids that extend through the body or face shell of a unit.
4. Mortar- the properties of mortar that relate to workability and durability can affect the leakage resistance of a wall. Mortar that has good workability allows masons to achieve optimal performance. Poor workability properties of mortar can result in poor bond, voids within the mortar, ineffective tooling, and premature deterioration. Mortar properties that should be considered in assessing bond and leakage resistance include:
 - 4.1 Absorption and water penetration resistance of the mortar and the mortar-unit interface.
 - 4.2 Compatibility with the masonry unit suction properties.
 - 4.3 Proper mix proportions
 - 4.4 Carbonation along the unit/mortar interface.
 - 4.5 Proportions and type of colorants and additives.
5. Coating and Sealants- The water resistance of barrier layer must be sufficient to interrupt the movement of water through a wall. The required resistance will depend on the absorption and penetration properties of the wall assembly, and the cumulative water resistance of all of the layers.

The barrier layer, painting and coating should be continuous. Voids in the barrier layer can result in localized water penetration of the wall.

The successful installation of masonry is a craft as well as a technology, dependent on the skill and experience of the individual mason. The subjective aspects of the mason's skill are demonstrated by the appearance and water penetration resistance of the finished masonry. There are also objective aspects of a mason's skill that can be assessed in a systematic way, including:

1. Using proper techniques appropriate to the materials involved.
2. Adequately filling mortar joints, which are less likely to permit water penetration than partially filled or furrowed joints.
3. Using good joint tooling technique, executed at the appropriate mortar hardness.
4. Achieving optimal bond and water penetration resistance for the materials involved.
5. Providing a clean cavity without mortar bridging and with minimal mortar droppings.
6. Providing parge coats and grouted or mortared barrier layers that are free of voids.

After reading all of the potential sources of failures, you may conclude that the cause may not be found by observing the painted surface.

In addition, the Florida Building Code requires for Miami-Dade County 1/2 inch minimum stucco thickness applied on two coats over bonding agent. ASTM C-926 specifically referred by FBC states that the first coat to be minimum 3/8" and the finish coat minimum 1/8". Another requirement from the Florida Building Code includes:

"Masonry a surface on which all stucco is applied shall be clean, free from efflorescence, damp and sufficiently rough, or coated with an approved bonding agent, to insure proper bond."

"All concrete surfaces shall be coated with an approved bonding agent or shall be effectively roughened."

"The first coat shall be well forced into the pores of the masonry, shall be brought out to grounds, straightened to a true surface and left rough enough to receive the finish coat."

"The first coat shall be rodded and waterfloated to a true surface approximately one-half the total thickness."

"The base coat shall be damp cured for a period of not less than 24 hours."

"The stucco shall be kept damp for a period of not less than 48 hours after application of the finish coat."

RECOMMENDATIONS:

The areas showing moisture and water intrusions during the test are away from the windows. Three of the spots are surrounding columns, and the other spot by the center span on the slab edge.

We conclude that the water is penetrating through the exterior stucco. In order to know more specific details, the applied white coating has to be removed by heavy pressure cleaning to expose the stucco's surface. Thereafter, we propose to test the permeability of the surface in different spots, scan the thickness of the stucco and layers, echo sound testing, and survey the thickness of the original coatings on the wall panes, columns, and the reveals on the wall. We suspect those reveals are one of the sources of the leak.

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the existing building, based upon careful evaluation of observed conditions, to the extent possible.

Please call me if there is any question.

Very truly yours,

Raul Schwerdt, P.E.
Florida Registration, P.E. # 50093
RS/bs
Exhibit "A": Picture Log
Exhibit "B": Picture Album
Exhibit "C": Field Testing Reports
Exhibit "D": Drawings

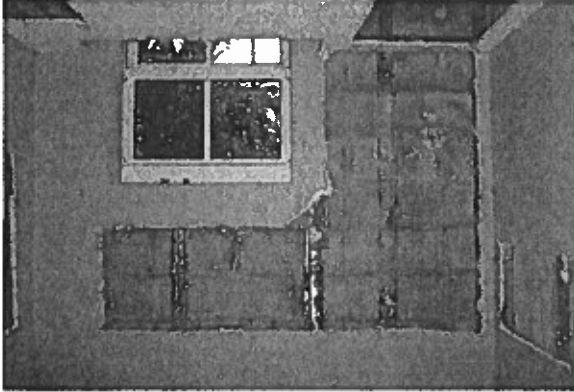
CERTIFICATION OF INDEPENDENCE:

1. RAS Engineers doesn't have, nor does it intend to acquire or will it acquire, a financial interest in any construction company manufacturing or distributing products it evaluates.
2. RAS Engineers is not owned, operated or controlled by any construction company manufacturing or distributing products it evaluates.
3. Raul Schwerdt, PE does not have, nor will acquire, a financial interest in any other entity involved in the approval process or application of the product.

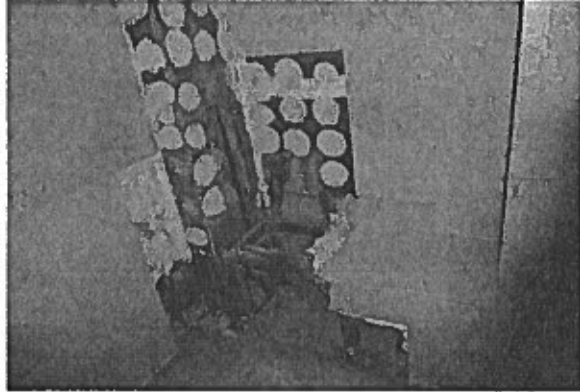
Picture Log

Pic	Location	Findings
1	Bathtub's Wall	Concrete block with metal furring paneling was removed prior to the inspection
2	Bathroom Shower Wall	Rusted metal furring. However, at the time of the test no moisture was found on concrete block wall
3	Exterior wall	Setting the spray rack for deluge test
4	Exterior wall	Water sprayed on the white coated area of the exterior side of the wall
5	Bathroom Wall next to window	60 % of moisture tested on the inside after applying spray water on the exterior side of the wall
6	Bathroom Shower Wall	No moisture shown after spraying water on this area
7	Bathroom's Ceiling	Visible moisture on the underside of the concrete slab of the unit above
8	Bathtub's Wall	Rusted rebar and concrete spall
9	Bathroom Wall under window sill	No moisture Tested after spraying water on the exterior
10	Bathtub's Wall	We found 60 % of moisture on the concrete blocks surface
11	Column	50 % of moisture was tested on the concrete column at the corner of the unit
12	Bathroom Shower Floor	Dial shows 60 % of moisture on the shower's floor.

Picture 1



Picture 2



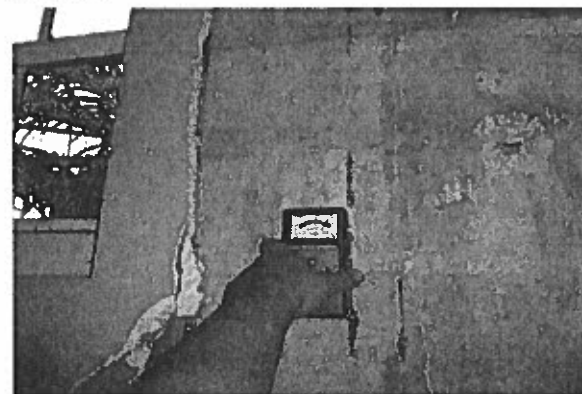
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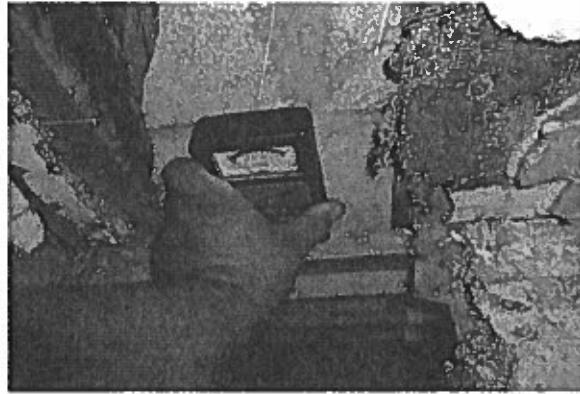
Picture 4



Picture 5



Picture 6



RAS

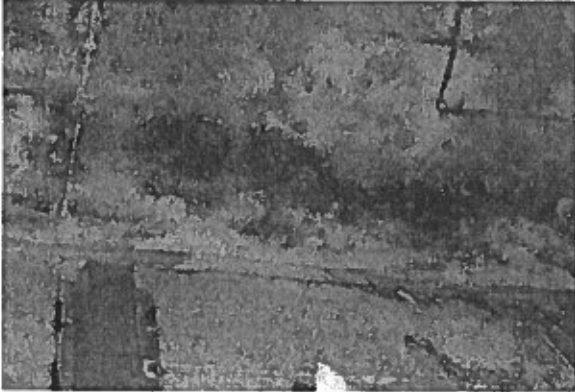
ENGINEERS AND CONSULTANTS, INC.

374 ANSIN BOULEVARD, HALLANDALE BEACH, FL 33009

PH: (954) 455-2454

www.RASengineers.com

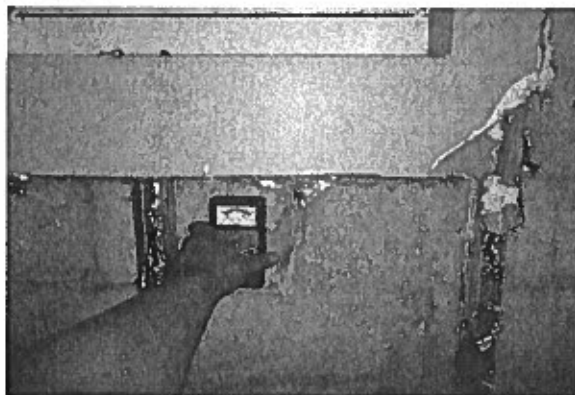
Picture 7



Picture 8



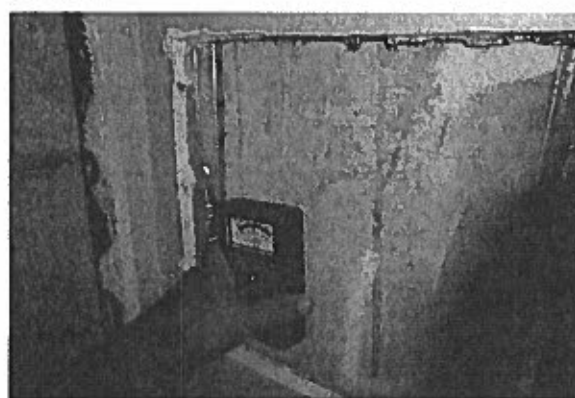
Picture 9



Picture 10



Picture 11



Picture 12



RAS

ENGINEERS AND CONSULTANTS, INC.

374 ANSIN BOULEVARD. HALLANDALE BEACH, FL 33009

PH: (954) 455-2454

www.RASengineers.com

RAS ENGINEERING

MIAMI-DADE COUNTY CERTIFIED LABORATORY

374 Ansin Blvd. Hallandale, FL 33009 PH: (954)455-2454 Fax:(954)455-2453

TEST: Evaluation of Water Leakage through Walls (ASTM E 2128)

REPORT

CLIENT: Almeria Park Condominium
357 Almeria Avenue
Coral Gables FL 33134

JOB N°: 130601
DATE: 06/27/13
TIME: 2:30PM

PROJECT: Almeria Park Condominium
ADDRESS: 357 Almeria Avenue Coral Gables FL 33134

Test Area N°: 1
PAGE # 1 of
Control Copy N° of

Tested by: Sebastian Seidita
Equipment: Concrete Encounter CM100

Test Location:
SE Corner 5th floor

Approved: RAS
Date: 0

Reference drawing:

RAS Protocol #: MAS-DEL

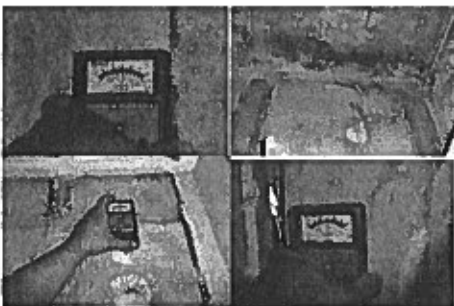
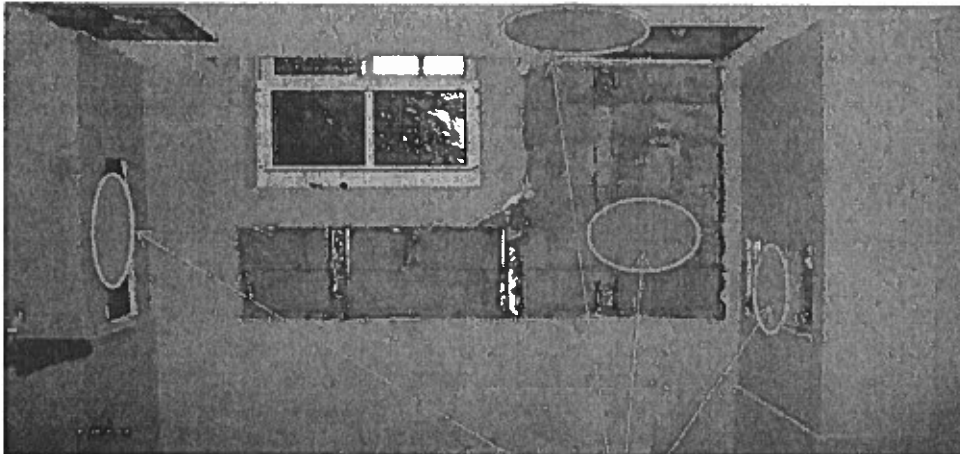
OUTSIDE HUMIDITY: 85 % OUTSIDE TEMPERATURE: 83 °F

Low Readings RM : 10% Low RM Area: 60%

Medium Readings RM : 40% Medium RM Area: 30%

High Readings RM : 60% High RM Area: 10%

Area: 70 SF % of Wall w/ High RM : 10%



60% Moisture on Concrete block Wall

Raul A. Schwerdt, P.E.
Florida Registration P.E. # 50093

RAS ENGINEERING

MIAMI-DADE COUNTY CERTIFIED LABORATORY

374 Ansin Blvd. Hallandale, FL 33009 PH: (954)455-2454 Fax:(954)455-2453

TEST: Infrared Thermal Scanning on Wall (TAS-0126)

REPORT

CLIENT: Almeria Park Condominium
357 Almeria Avenue
Coral Gables FL 33134

JOB N°: 130601
DATE: 06/27/13
TIME: 2:30PM

PROJECT: Almeria Park Condominium
ADDRESS: 357 Almeria Avenue Coral Gables FL 33134

Test Area N°: 1
PAGE # 1 of
Control Copy N° of

Tasted by: Sebastian Seidita

Test Location:

Approved: RAS

Equipment: Infrared Camera

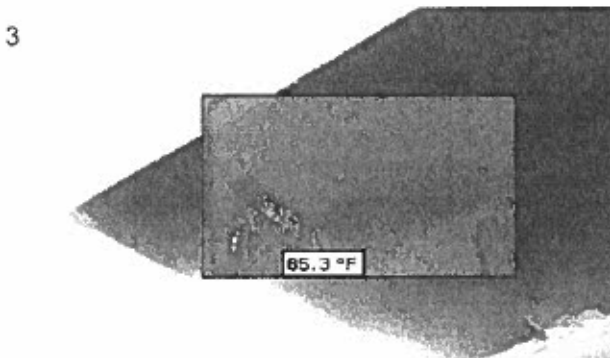
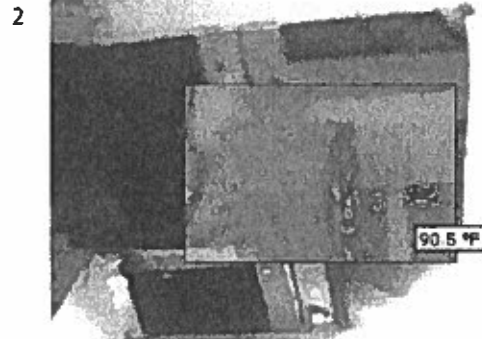
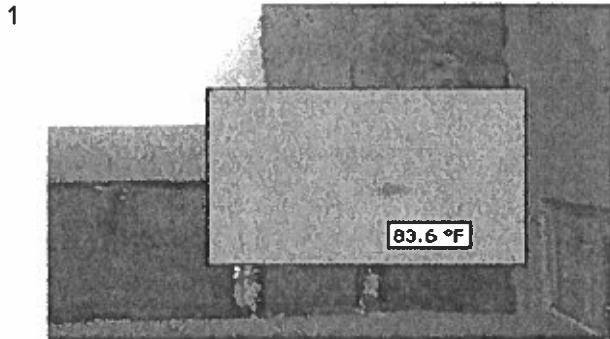
Bathroom Wall

Date:

Reference drawing:

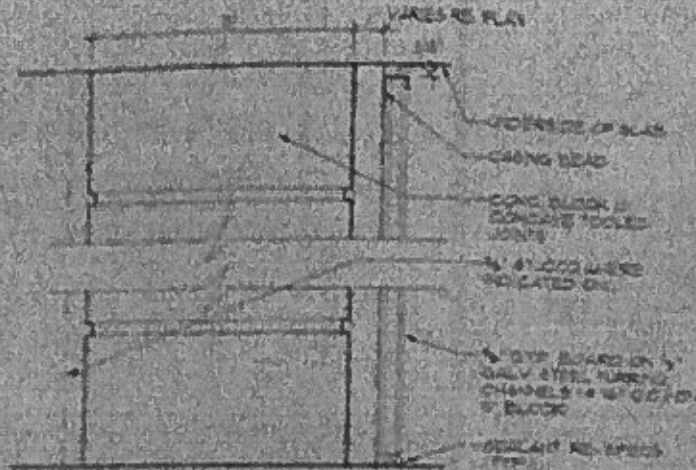
RAS Protocol #: WALL-IR

TEST N°	1	2	3	Comments
Dimension SF	2	2	2	
Relative Humidity %	60	60	60	
Temperature °F	83.6	90.5	85.3	
Exterior temperature °F	81	81	81	
Exterior Humidity %	85	85	85	



Raul A. Schwerdt, P.E.
Florida Registration P.E. # 50093

WT3



WT7

NO RATED - WOOD

WT7a

NO FIRE RESISTANT GYP BOARD ON 1/2\"/>

WT7b

NO FIRE RESISTANT 1/2\"/>

WT7c

NO FIRE RESISTANT GYP BOARD ON 1/2\"/>

WT7d

NO FIRE RESISTANT GYP BOARD ON 1/2\"/>

WT7e

NO FIRE RESISTANT FIBER INSULATION

WT7f

NO FIRE RESISTANT FIBER INSULATION

WT7g

NO FIRE RESISTANT FIBER INSULATION

WT7h

NO FIRE RESISTANT FIBER INSULATION

WT7i

NO FIRE RESISTANT FIBER INSULATION

WT7j

NO RATED - NO GYP BOARD ON 1/2\"/>

WT7k

NO RATED - NO FIRE RESISTANT GYP BOARD ON 1/2\"/>

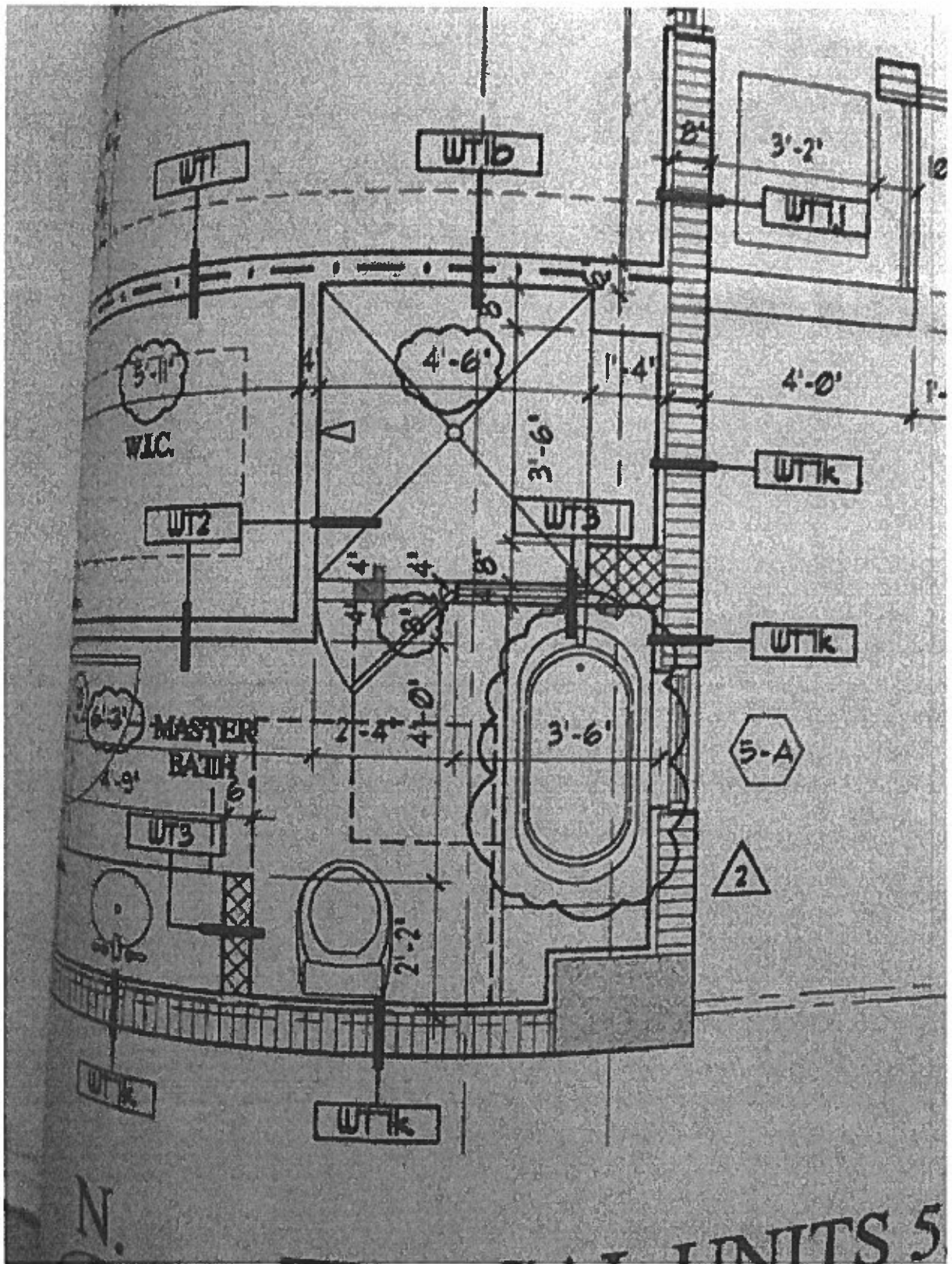
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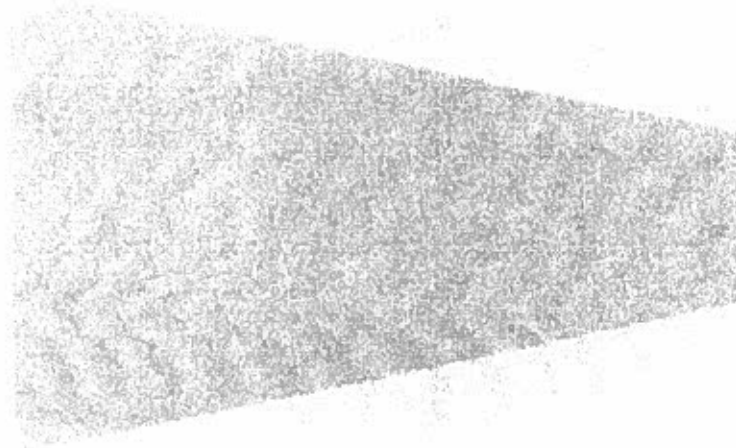
N. UNITS 5

EXHIBIT "1B"

Almeria Park Condominium
357 Almeria Avenue
Coral Gables, FL 33134

Testing Report

Raul Schwerdt, P.E.
RAS Engineers and Consultants, Inc.



2013

August 19, 2013

Almeria Park Condominium
Attn: Board of Directors
357 Almeria Avenue
Coral Gables, FL 33134

Re: Moisture Scanning and Stucco Testing

Dear Board:

Raul Schwerdt, P.E., and Sebastian Seidita, F.T. performed a deluge testing on 6/27/13. In addition, on a second visit additional testing was performed on the stucco to prepare specifications for repairs. This report is based on testing and inspection performed at the premises during both visits.

PURPOSE AND PROCEDURE:

The primary purpose was to find the source of leaks on the bathroom of the unit 505 located at the SE corner of the building at the fifth floor level. Testing and Investigation followed ASTM E2128 Standard Guide for Evaluating Water Leakage of Building Walls.

We have briefly reviewed details of the wall on the original design drawings and attach them to this report in Exhibit C. Product Specifications, related repairs purchase orders, or contract for building maintenance or repair were not available for review.

The interior sides of the walls were scanned with infrared thermal imaging, and impedance testing before spraying water on the exterior side. The same procedure was performed after spraying the water. The areas with increased moisture were labeled in the actual picture shown on Exhibit A "Testing Reports".

During the second visit, we performed a permeability test, alkali-silica reaction, and sound testing. Two small holes were performed on the wall and column to investigate the condition of the sub-surface.

FINDINGS:

The original specifications show 8-inch CMU concrete block, with concave tooled joints covered with 5/8" thick stucco. The interior side is covered with 3/8" gypsum board moisture resistant on 7/8" galvanized steel furring channels @ 16" o.c. with foil insulation. There isn't a specific instruction on the number of layers, of stucco, and maximum thickness on the drawing.

The building was built in 2003 and per Mr. Jorge Fernandez, manager. It is the first time moisture was observed coming from the exterior walls of the building. The leaks were observed by the homeowner thereafter heavy rains regardless wind direction, and leaks continue for a period of time after the rain ends. Coating was previously applied on the tested area however, the repair was ineffective.

The testing results during the second visit showed coincidentally high water permeability see pictures 1, 2, and 3. Also, there is hollow stucco in two locations, see pictures 5 and 6. Thereafter, the stucco was cut and grinded to reach the masonry blocks surface. See holes cut on picture 9 on the 8/14/2013 picture album. A large crack on the stucco was previously repaired, see picture 4. The crack is located on the final coat of the stucco. We have

performed alkali-silica reaction test to determine any adverse reaction from the aggregates, see picture 5. As result, we determined that alkali-silica reaction is not a detrimental factor for the deficiency.

DISCUSSION:

The exposed exterior wythe of masonry provides the first layer of water resistance for the wall system. The masonry units and mortar may permit water movement by diffusion, but leakage due to this property alone is unlikely. Water is more likely to penetrate at the interface between the units and the mortar and physical deficiencies such as cracks or open joints. Several physical properties of the units can have an effect on the water resistance of a wall including:

1. Compatibility of the unit's absorption characteristics and the properties of the mortar.
2. Bonding surface conditions, such as surface roughness and irregularities that might interfere with proper mortar bond, or the presence of contaminants and residues from the manufacturing process, handling and storing procedures.
3. Fissures or voids that extend through the body or face shell of a unit.
4. Mortar- the properties of mortar that relate to workability and durability can affect the leakage resistance of a wall. Mortar that has good workability allows masons to achieve optimal performance. Poor workability properties of mortar can result in poor bond, voids within the mortar, ineffective tooling, and premature deterioration. Mortar properties that should be considered in assessing bond and leakage resistance include:
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 - 4.2 Compatibility with the masonry unit suction properties.
 - 4.3 Proper mix proportions
 - 4.4 Carbonation along the unit/mortar interface.
 - 4.5 Proportions and type of colorants and additives.
5. Coating and Sealants- The water resistance of barrier layer must be sufficient to interrupt the movement of water through a wall. The required resistance will depend on the absorption and penetration properties of the wall assembly, and the cumulative water resistance of all of the layers.

The barrier layer, painting and coating should be continuous. Voids in the barrier layer can result in localized water penetration of the wall.

The successful installation of masonry is a craft as well as a technology, dependent on the skill and experience of the individual mason. The subjective aspects of the mason's skill are demonstrated by the appearance and water penetration resistance of the finished masonry. There are also objective aspects of a mason's skill that can be assessed in a systematic way, including:

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6. Providing parge coats and grouted or mortared barrier layers that are free of voids.

After reading all of the potential sources of failures, you may conclude that the cause may not be found by observing the painted surface.

In addition, the Florida Building Code requires for Miami-Dade County 1/2 inch minimum stucco thickness applied on two coats over bonding agent. ASTM C-926 specifically referred by FBC states that the first coat to be minimum 3/8" and the finish coat minimum 1/8". Another requirement from the Florida Building Code includes:

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"All concrete surfaces shall be coated with an approved bonding agent or shall be effectively roughened."

"The first coat shall be well forced into the pores of the masonry, shall be brought out to grounds, straightened to a true surface and left rough enough to receive the finish coat."

"The first coat shall be rodded and waterfloated to a true surface approximately one-half the total thickness."

"The base coat shall be damp cured for a period of not less than 24 hours."

"The stucco shall be kept damp for a period of not less than 48 hours after application of the finish coat."

RECOMMENDATIONS:

The areas showing moisture and water intrusions during the test are away from the windows. Three of the spots are surrounding columns, and the other spot by the center span on the slab edge.

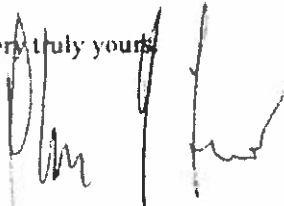
We conclude that the water is penetrating through the exterior stucco. In order to know more specific details, the applied white coating has to be removed by heavy pressure cleaning to expose the stucco's surface. Thereafter, we propose to test the permeability of the surface in different spots, scan the thickness of the stucco and layers, echo sound testing, and survey the thickness of the original coatings on the wall panes, columns, and the reveals on the wall. We suspect those reveals are one of the sources of the leak.

After our second visit, we confirmed the source of water by testing. We prepared specifications for repairs along with this report. It is recommended, leaving the interior walls uncovered until water testing after repairs confirms dry condition.

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the tested areas, based upon careful evaluation of observed conditions, to the extent possible.

Please call me if there is any question.

Very truly yours,



Raul Schwerdt, P.E.
Florida Registration, P.E. # 50093
RS/hs
Exhibit "A": Picture Log

Exhibit "B": Picture Album
Exhibit "C": Field Testing Reports
Exhibit "D": Drawings

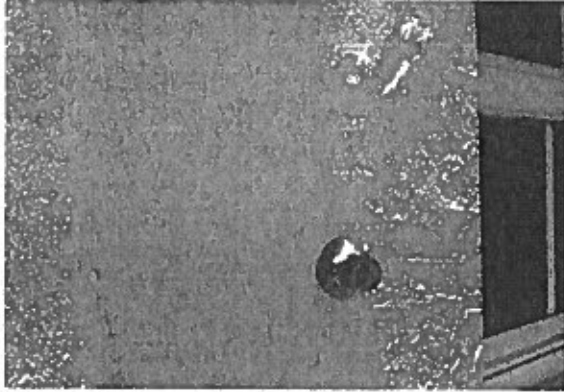
CERTIFICATION OF INDEPENDENCE:

1. RAS Engineers doesn't have, nor does it intend to acquire or will it acquire, a financial interest in any construction company manufacturing or distributing products it evaluates.
2. RAS Engineers is not owned, operated or controlled by any construction company manufacturing or distributing products it evaluates.
3. Raul Schwerdt, PE does not have, nor will acquire, a financial interest in any other entity involved in the approval process or application of the product.

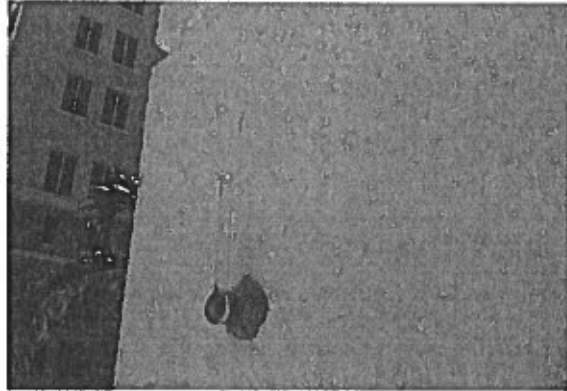
Picture Log:

Pic	Location	Findings
1	Bathtub's Wall	Concrete block with metal furring paneling was removed prior to the inspection
2	Bathroom Shower Wall	Rusted metal furring. However, at the time of the test no moisture was found on concrete block wall
3	Exterior wall	Setting the spray rack for deluge test
4	Exterior wall	Water sprayed on the white coated area of the exterior side of the wall
5	Bathroom Wall next to window	60 % of moisture tested on the inside after applying spray water on the exterior side of the wall
6	Bathroom Shower Wall	No moisture shown after spraying water on this area
7	Bathroom's Ceiling	Visible moisture on the underside of the concrete slab of the unit above
8	Bathtub's Wall	Rusted rebar and concrete spall
9	Bathroom Wall under window sill	No moisture Tested after spraying water on the exterior
10	Bathtub's Wall	We found 60 % of moisture on the concrete blocks surface
11	Column	50 % of moisture was tested on the concrete column at the corner of the unit
12	Bathroom Shower Floor	Dial shows 60 % of moisture on the shower's floor.

Picture 1



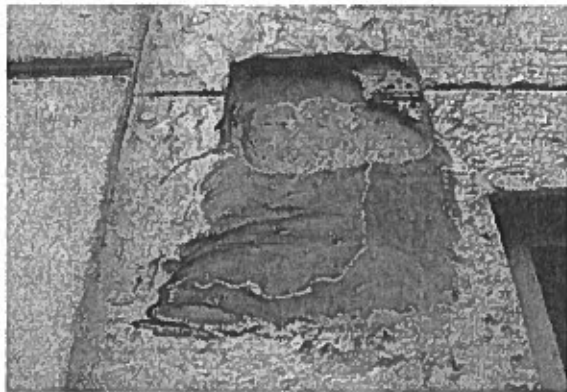
Picture 2



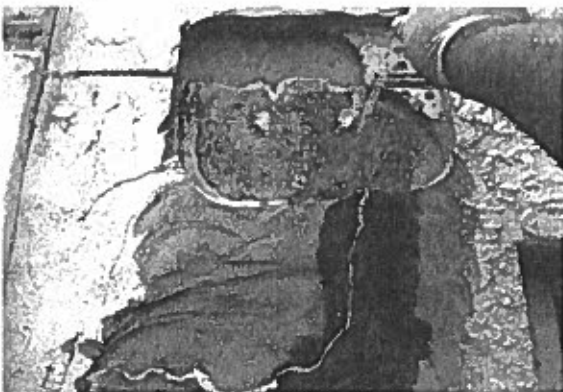
Picture 3



Picture 4



Picture 5



Picture 6



RAS

ENGINEERS AND CONSULTANTS, INC.

374 ANSIN BOULEVARD, HALLANDALE BEACH, FL 33009

PH: (954) 455-2454

www.RASengineers.com

Picture 7



Picture 8



Picture 9



RAS

ENGINEERS AND CONSULTANTS, INC.

374 ANSIN BOULEVARD, HALLANDALE BEACH, FL 33009

PH: (954) 455-2454

www.RASengineers.com

Picture Log

Pic	Location	Findings
1	5th Floor By East South Wall between column and window	Masonry Absorption Test
2	5th Floor By East South column	Water intrusion on Masonry Wall
3	Wall next to window	Water intrusion on Masonry Wall
4	Wall next to window	Visible Large Crack repaired behind the paint
5	Wall next to window	No Alkali silica reaction was observed at the time of the test
6	5th Floor By East South side	Hollow Column with moisture inside
7	column	1 inch stucco on column and 1/4 in plastic trim mold
8	5th Floor By East South	the exploratory inspection was at 10 feet up to the 6 th floor slab
9	5th Floor By East South	Exploratory holes cover with provisory cement

RAS ENGINEERS and Consultants, Inc

MIAMI-DADE COUNTY CERTIFIED LABORATORY NOA # 06-0428.02
 374 Ansin Blvd. Hallandale, FL 33008 PH: (954)456-2454 Fax:(954)456-2453

TEST: Testing of Alkali Silica Reaction on Dry Concrete (ASTM C- 289)

REPORT

CLIENT: Almeria Park Condominium
 357 Almeria Ave
 Coral Gables FL

JOB N°: 130601
 DATE: 08/14/13
 TIME: 1:00PM

PROJECT: Almeria Park Condominium
 ADDRESS: 357 Almeria Ave Coral Gables FL

Test Area N°: 1
 PAGE # 1 of
 Control Copy N° of

Tested by: Sebastian Seidita

Test Location: 5 th Floor

Approved: RAS

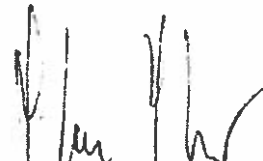
Equipment: ASR Test Kit

Date: 0

Reference drawing: N/A

RAS Protocol #: CONC- ASR

TEST N°	1	2	3	Comments
Location	EAST SOUTH Wall			
Structural Member	Wall			
Material Type	Stucco			
Exposed to Chloride in Service	NO			
Dry or Protected from Moisture	NO			
Other Reinforced Concrete Construction	CIP			
Advanced ASR	NO			
ASR Present	NO			



Raul A. Schwerdt, P.E.
 Florida Registration P.E. # 50093

RAS ENGINEERS and Consultants, Inc

MIAMI-DADE COUNTY CERTIFIED LABORATORY NOA # 08-0428.02
 374 Ansin Blvd. Hallandale, FL 33009 PH: (954)466-2464 Fax:(954)466-2463

TEST: Echo Sound Testing of Concrete (ASTM D4580)

REPORT

CLIENT: Almeria Park Comdominium
 357 Almeria Ave
 Coral Gables FL

JOB N°: 130601
 DATE: 08/14/13
 TIME: 2:00PM

PROJECT: Almeria Park Comdominium
 ADDRESS: 357 Almeria Ave Coral Gables FL

Test Area N°: 1
 PAGE # 1 of
 Control Copy N° of

Tested by: Sebastian Sedita

Test Location: 5th Floor

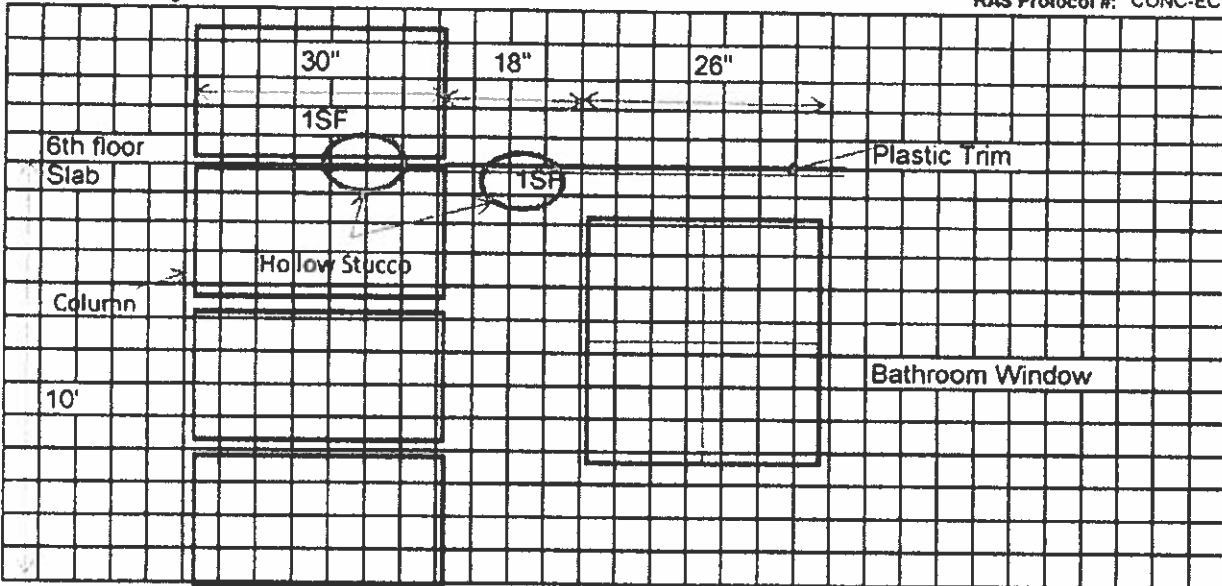
Approved: RAS

Equipment:

Date: 0

Reference drawing:

RAS Protocol #: CONC-ECHO



TEST N°	1	2	3	Comments
Location	5th Floor			
Structural member	Wall			
Area of the Structural member (SF)	100			
Area delaminated (SF)	2			
% of the Structural member delaminated	2			

Raul A. Schwerdt
Raul A. Schwerdt, P.E.
 Florida Registration P.E. # 50093



ENGINEERS and Consultants, Inc

MIAMI-DADE COUNTY CERTIFIED LABORATORY NOA # 06-0428.02

374 Ansin Blvd, Hallandale, FL 33009 PH: (954)455-2454 Fax:(954)455-2453

TEST: Testing of Water Permeability thru Painting (ASTM E0514)

REPORT

CLIENT: Almeria Park Condominium
357 Almeria Ave
Coral Gables FL

JOB N°: 130601
DATE: 08/14/13
TIME: 2:00PM

PROJECT: Almeria Park Condominium
ADDRESS: 357 Almeria Ave Coral Gables FL

Test Area N°: 1
PAGE # 1 of
Control Copy N° of

Tested by: Sebastian Sekdits

Approved: R

Equipment: M A T

Date: 0

Reference drawing: N/A

RAS Protocol #: PAINT-PERM

No.	Location	Absorption (millimeters)	Time (minutes)	Surface Condition
1	A	0	5	Good
2	B	0	5	Good
3	C	0	5	Good
4	D	5	5	Good
5	E	0	5	Good
6	F	0	5	Good
7	G	5	5	Good
8	H	0	5	Good
9	I	0	5	Good

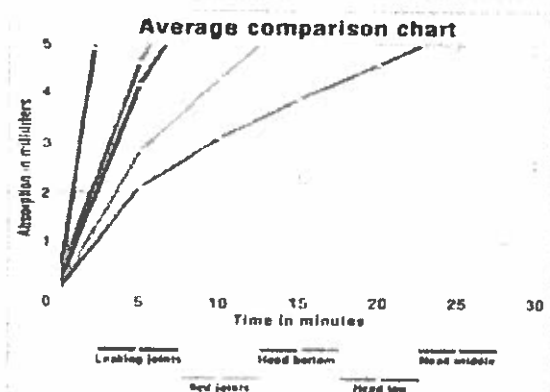


Figure 2. Absorption graphs show the volume of water absorbed in milliliters versus time. The more permeable the masonry, the faster 5 ml of water will be absorbed.

Raul A. Schwerdt, P.E.
Florida Registration P.E. # 50093

CLIENT: Almeria Park Condominium

JOB N°: 130601



ENGINEERS and Consultants, Inc

MIAMI-DADE COUNTY CERTIFIED LABORATORY NOA # 06-0428.02
374 Ansin Blvd. Hallandale, FL 33009 PH: (954)456-2464 Fax:(954)456-2463

TEST: Testing of Water Permeability thru Painting (ASTM E0514)

REPORT

357 Almeria Ave
Coral Gables FL

DATE: 08/14/13

TIME: 2:00PM

PROJECT: Almeria Park Condominium
ADDRESS: 357 Almeria Ave Coral Gables FL

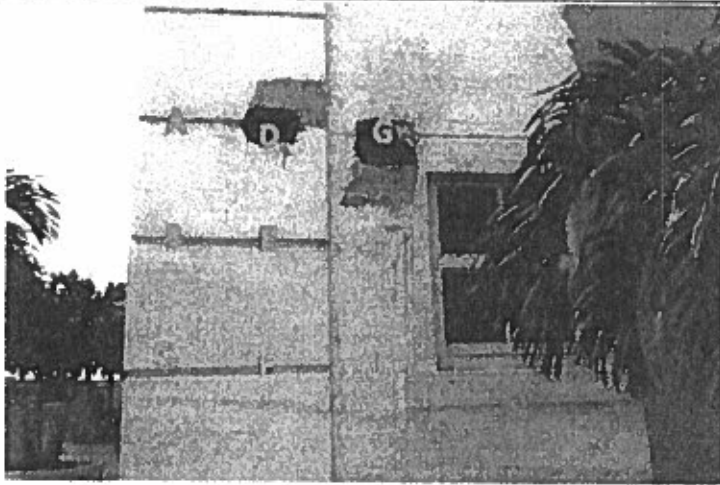
Test Area N°: 0

PAGE # 1 of 0

Control Copy N° of

Date:

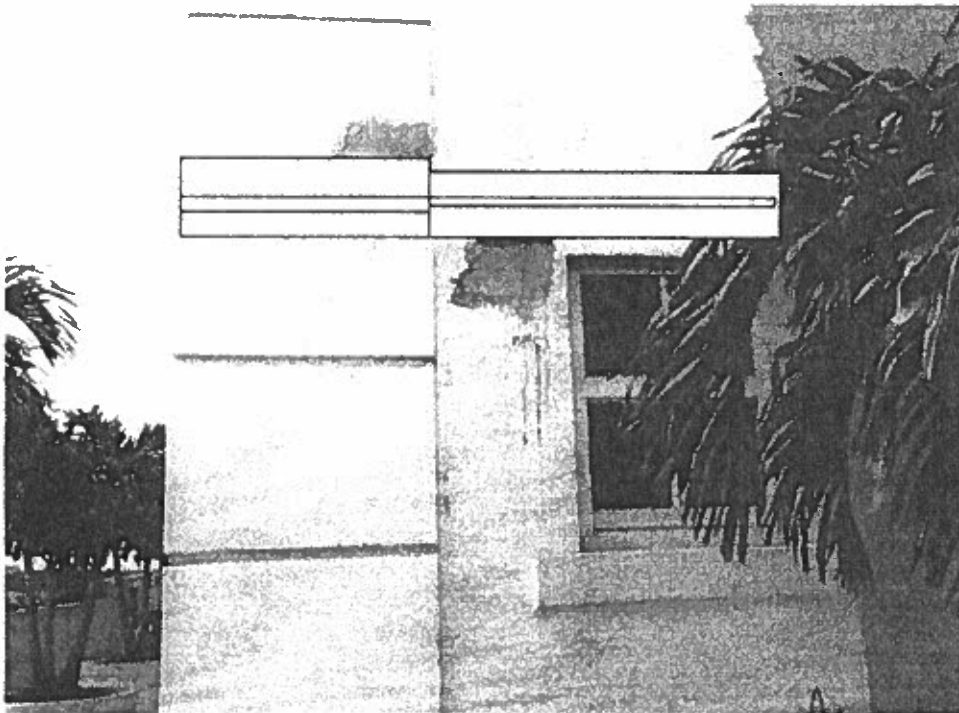
RAS Protocol #: 0



RAS Engineering 374 Anson Blvd. Hallandale, FL 33009 Phone (954) 455-2454 Fax (954) 455-2456 ras@RAScompany.com www.RASCompany.com	Project Almeria Park Condominium Unit 505				Job Number: 130601	
	Part of Structure Exterior Wall				Sheet no./rev: 1 Rev.0	
	Reported by: SS	Date: 8/12/13	Drawn by: GS	Date: 8/13/13	Specs by: RAS	Date 8/19/13
Detail	Repair faulty stucco					

Specifications for Repairs

1. Cut 8" horizontal strip of stucco, four inches over and below the reveal groove. Extend the cut where indicated in the picture to reach the concrete block.
2. Remove stucco entirely and the plastic reveal form.
3. After opening, call the engineer for inspection.
4. Repair large cracks if necessary by injecting epoxy. Assume 3 LF for bidding, final quantities will be determined by the engineer after demolition.
5. Apply bonding to the masonry block, and one coat of stucco, maximum 5/8" thick.
6. Next day apply second coat of stucco. Make a reveal on the surface matching existing dimension, by pushing wood shim on the fresh stucco. Note the reveal on the column must be larger than the one on the wall.
7. Wait for a couple of days and apply sealer on the new stucco.
8. Call Engineer for final water deluge testing before applying two coats of painting and approval of the work.



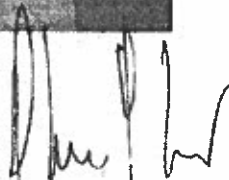

PAUL SCHAWERDT
PE# 50093.
8/19/13

EXHIBIT "2"

ALMERIA PARK CONDOMINIUM ASSOCIATION, INC. RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement ("Agreement") is made and entered into this 10 day of OCTOBER, 2014, by **RAMON FERNANDEZ** ("Owner") and **ALMERIA PARK CONDOMINIUM ASSOCIATION, INC.** ("Association").

WHEREAS, Owner is the legal title holder of Unit 505, located at 357 Almeria Avenue, Coral Gables, Florida 33134 (the "Unit") within Gables Park Tower, A Condominium (the "Condominium");

WHEREAS, the Association has been established for the operation of the Condominium in accordance with the Declaration of Gables Park Tower, A Condominium, recorded in Official Records Book 21877 at Page 2481 of the Public Records of Miami-Dade County, Florida and all exhibits and amendments attached thereto (the "Declaration");

WHEREAS, on or about June 27, 2013, the Owner reported water intrusion into the Unit resulting from the exterior walls of the Condominium;

WHEREAS, Section 7.1 of Article 7 of the Declaration provides that the Association is responsible for the maintenance, repair and replacement of the common elements and all incidental damages caused to a unit as a result of the Association maintaining the common elements of the property.

WHEREAS, pursuant to Section 9.1 of Article 9 of the Declaration, owners may not effectuate additions, alterations or improvements in or to the common elements, the units or any limited common elements without obtaining the Association's prior written approval;

WHEREAS, the Owner has requested the Board of Directors' consent to effectuate repairs for damages sustained to the Unit as a result of the water intrusion ("Repairs"). The Repairs shall include, but are not limited to, the drywall and baseboards of the Unit, all of the Owner's personal property, all improvements within the Unit and all other damages to the interior surfaces of the Unit.

WHEREAS, the Owner has engaged Modern Design Lab, LLC, ("Contractor") to perform the Repairs.

WHEREAS, the Association is not willing to permit the Owner to effectuate the Repairs without the benefit of this Agreement.

NOW, THEREFORE, in consideration of the Board's approval of the Repairs and for and in consideration of the sum of \$27,300.00 received from or on behalf of the Association for the Repairs to the Unit, the mutual undertakings by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration unless the context otherwise provides. When used herein the singular shall include the plural, the plural the singular and the use of any gender shall include all genders, as appropriate.
2. The Association hereby agrees to issue payment to the Owner in the amount of **\$27,300.00**, which Owner acknowledges to be sufficient compensation for the cost of the Repairs ("Settlement Payment"). The Settlement Payment shall be paid upon execution of this Agreement and commencement of the Repairs.



3. Owner agrees to be responsible for all costs and expenses incurred in connection with the Repairs. Owner shall be responsible for obtaining, at Owner's sole cost and expense, all necessary permits and approvals for the Repairs and agrees to adhere to any and all other procedures necessary for the Repairs described herein, by all city, county, state or other governmental entities having jurisdiction over the Repairs, the Unit and/or the Condominium Property, including, but not limited to, compliance with all applicable building codes.
4. Owner warrants and represents that the Repairs will be performed in accordance with all laws, ordinances, rules, regulations, and codes of all governmental authorities having jurisdiction over the Condominium.
5. The Owner shall comply with all provisions of the Association's governing documents in connection with the Repairs and all other Rules and Regulations promulgated by the Board of Directors currently in effect or as same may be amended from time to time. The Owner shall be responsible to insure that his contractor(s) comply with all Rules and Regulations governing construction activities including, but not limited to, compliance with the Association's permitted working hours.
6. No trash or debris resulting from effectuating the Repairs may be placed in the Association's trash receptacles. The Owner shall be responsible to insure that his contractor(s) removes all trash and debris from the Condominium Property.
7. Owner agrees to engage only licensed and insured contractors for the effectuation of the Repairs, and to furnish the Association with copies of such licenses and proof of insurance prior to the effectuation of the Repairs. All contractors shall have workmen's compensation insurance in accordance with statutory requirements and general liability insurance. Certificates listing the Association as a certificate holder and additional insured evidencing such coverages shall be provided to the Association prior to the commencement of the Repairs.
8. Owner agrees that the effectuation of the Repairs shall not unduly interfere with the peaceful enjoyment of the residents of the Condominium.
9. In consideration for the Association proceeding with the undertakings described above, the Owner hereby agrees to indemnify, defend and hold harmless the Association, its directors, officers, members, owners, residents, invitees, agents, and employees (the "Indemnified Parties") from and against any and all claims, injuries, damages, actions, judgments, losses, costs and expenses, including attorney's fees, at both the trial and appellate levels, arising out of or resulting from the effectuation of the Repairs performed by the Contractor and/or the breach of any of the representations set forth in this Agreement.
10. Owner unconditionally, fully and completely remises, releases, acquits, satisfies and forever discharges the Association, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Owner ever had, now has, or which it or any personal representative, successor, heir or assign of said Owner, hereafter can, shall or may have in the future, against Association, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, arising out of the water intrusion from the exterior wall into the Unit, all damages related thereto and the Repairs performed by the Contractor. For avoidance of doubt, this waiver shall not include any



damages that may result from any water intrusion from the exterior wall into the Unit that may occur after the date of this Agreement.

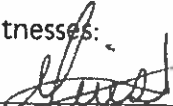
11. In the event that any liens should be filed against the Condominium Property by any of Owner's contractors, subcontractors or material suppliers, in connection with labor or services performed or the materials supplied in connection with the effectuation of the Repairs, Owner shall indemnify and hold the Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate levels. If any such lien is filed, the Owner shall transfer from the property the lien within five (5) days of the filing of the lien by: depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or by filing with the Clerk's office a bond executed as surety by a surety insurer licensed to do business in the State of Florida in accordance with the provisions of Florida Statutes, Section 713.24 and its successors.
12. Owner agrees to be responsible for any damages to his Unit, the Common Elements, Limited Common Elements or other Units within the Condominium arising from the effectuation of the Repairs and shall immediately repair such damages at his sole cost and expense. If the Owner should fail to repair such damages within the time period requested by the Association, the Owner shall be deemed to be in default under the terms and provisions of this Agreement and the Association may make such repairs as the Association shall deem appropriate, in its sole discretion, and the cost thereof shall be deemed an assessment against the Owner's Unit and the Association, in addition to all other remedies provided for by law, may collect said assessment in the same manner as provided in Article 13 of the Declaration by filing a Claim of Lien and, if necessary, instituting foreclosure proceedings to secure payment of all sums secured by the Claim of Lien.
13. The Association's approval of the Owner's request to effectuate the Repairs and the Association remittance of the Settlement Payment to the Owner for the Repairs shall in no way be construed to impose a duty on the Association with respect to the quality of the Repairs. Further, nothing set forth herein shall constitute a warranty or representation to the Owner or any other person as to the safety, soundness or workmanship of the Repairs or compliance with governmental or industry codes or standards nor shall the Association have any liability for failure of the Repairs to meet the intended purpose.
14. The partial or complete invalidity of any one or more of the provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision contained herein. When used herein the singular shall include the plural, the plural the singular and the use of any gender shall include all genders, as appropriate. Additionally, the undersigned expressly acknowledges and warrants that the undersigned constitutes the sole owner holding fee simple title to the Unit.
15. It is expressly understood and agreed by Owner that this Agreement shall be binding upon Owner and his heirs, successors in interest, legal representatives and assigns, and shall be a condition implied in any conveyance or other instrument affecting title to the Owner's Unit.
16. Owner will be responsible for reasonable attorney's fees and costs incurred by Association in enforcing any provision of this Agreement, including, but not limited to, fees and costs incurred in any appeals.
17. The duties and rights imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by law.



18. This Agreement may not be changed or modified without the prior written consent of the parties. The provisions of this Agreement shall be interpreted and construed according to the laws of the State of Florida. Venue for any action arising out of this Agreement, or the enforcement of the provisions herein, shall be in a court of competent jurisdiction in Miami-Dade County, Florida. In connection with any litigation, including appellate proceedings, arising out of, or in any way related to, the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable its attorney's fees and costs.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth above.

Witnesses:


Print Name: Lisa S Alvarez

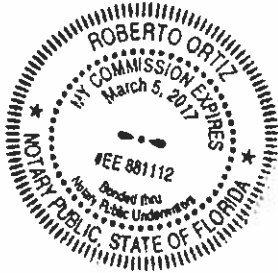
~~Print Name: [Signature]~~
Print Name: Scott Kurokiwa


Owner


Print Name: Ramon Fernandez

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of October, 2014, by **Ramon Fernandez**. He (is/ ~~is not~~ personally known to me) (has produced as identification) and (did)/(did not) take an oath.




NOTARY PUBLIC - STATE OF FLORIDA
Print Name: ROBERTO J. ORTIZ
My Commission Expires: 3/5/2017



[Signature]
Print Name: Lina Alvarez
[Signature]
Print Name: JOSET KAROLEWICZ

Association

Almeria Park Condominium Association, Inc.

By: [Signature]
Miguel Flores, President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13 day of October, 2014, by **Miguel Flores, as President of Almeria Park Condominium Association, Inc.**, a Florida corporation, not-for-profit, on behalf of the corporation. He (is personally known to me)/(has produced _____ as identification) and (did)/(did not) take an oath.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Roberto J. Ortiz
My Commission Expires: 3/5/2017

[Signature]
Print Name: Lina Alvarez
[Signature]
Print Name: JANET KAROLEWICZ

Association

Almeria Park Condominium Association, Inc.

By: [Signature]
Aida T. Adams, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13 day of October 2014, by **Aida T. Adams, as Vice President of Almeria Park Condominium Association, Inc.**, a Florida corporation, net-for-profit, on behalf of the corporation. He (is personally known to me)/(has produced [Signature] as identification) and (did)/(did not) take an oath.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Roberto J. Ortiz
My Commission Expires: 3/5/2017

Deborah M. Weber
Print Name: Deborah M. Weber
Esteban Sacut
Print Name: Esteban Sacut

Association

Almeria Park Condominium Association, Inc.

BY: *Sean L. Conroy*
Sean L. Conroy, Treasurer

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of October, 2014, by **Sean Conroy, as Treasurer of Almeria Park Condominium Association, Inc.**, a Florida corporation, not-for-profit, on behalf of the corporation. He (is personally known to me) has produced _____ as identification) and (did)/(did not) take an oath.



Sarah A. Gruhn
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Sarah A. Gruhn
My Commission Expires: 02-19-2016

NO Bed Room
 NO Base Boards
 NO PERMITS
 NOT include
 extra work
 NO mold
 Remediation
 3-day Demo
 4-6 weeks

Does not
Repair Leaks

Modern Design Lab, LLC
 2665 South Bayshore Drive
 Suite 200
 Coconut Grove, Florida 33133
 ModernDesignLab@Gmail.com
 Tel: (305) 815-2400

April 23rd., 2014

Preliminary Estimate

Reference: 357 Almeria Avenue, Apt. 505, Coral Gables, FL 33134
 Water Damage Repair of Master Bathroom

Demolition & Buildout

- Remove all Drywall along interior Wall including eroded Studs & Framing, Because of possible Mold present we recommend to remove all Drywall from Bathroom Walls & Ceiling
Remove existing Floor Tile, Wall Tile, Shower Pan & Tub
Dispose of all Construction Debris \$ 5'150.00
- Install new Plumbing Roughs for Shower, Bath Tub & Sink Faucets
Create new Shower Pan and Drain for Shower and Drain for Tub \$ 4'900.00
- Replace all existing Plumbing Fixtures, Shower, Tub, Sinks & Faucets ~~\$ 6'150.00~~
- Replace Linen Closet ~~\$ 1'240.00~~
- Replace all necessary Frame Work
Install new Green Board on Walls & Ceiling
Plaster & Sand several Applications, leave Paint Ready \$ 4'200.00
- Install all new Tile Flooring, new Tile in Shower Enclosure \$ 5'500.00
- Replace recessed Lighting Fixtures
light electrical work \$ 600.00

Estimate total

\$ 27'940.00

Permit Fees are not included

EXHIBIT "3"

JOHN H. BUSCHER, P.E.

STRUCTURAL • CIVIL
CONSTRUCTION MANAGEMENT

July 8, 2016

Nelly Ochoa, Manager
Almeria Park Condominium Association, Inc.
357 Almeria Ave, Suite 100
Coral Gables FL 33134

Re: **357 Almeria Ave, Unit 505**
Coral Gables FL 33134
Inspection and Evaluation of Reported Water Intrusion

Dear Nelly Ochoa,

Per your request, on 6/28/16, I made a site visit to the above referenced property in order to inspect and evaluate reported water intrusion along the east and south exterior masonry walls of the corner bathroom and adjacent bedroom spaces. The inspection was performed by visual observation, and by use of a hand held moisture meter. The interior wall tile, panel board and floor tile of the bathroom has been removed to expose the underlying wall masonry and concrete floor slab. There is an open terrace exterior concrete floor slab along the east and south masonry exterior walls in question at the approximate level of the interior floor slab. The exterior walls and exterior terrace slab have experienced heavy rain events prior to my inspection.

Significant moisture was observed in the exposed interior face of the east and south bathroom walls, and the exposed surface of the of the bathroom floor slab.

Moisture was detected in the interior drywall face of the south bedroom exterior wall, particularly around the window opening.

Moisture was also detected in the drywall of the north interior partition of the south bedroom.

The following remedial action is recommended:

- 1) To address water intrusion around the windows;
Rescal all existing window units in the walls in question with ultraviolet (U.V) resistant silicone joint sealer applied between unit frame and wall opening as per manufacturer recommendations.
- 2) To address probable intrusion of standing water from the exterior terrace slab into the interior spaces;
Cut a 1/2" deep x 1/2" wide groove in the outside face of the exterior masonry wall along the base where the wall meets the exterior terrace slab for the full wall length of the corner bathroom and adjacent bedroom. Apply U.V. resistant silicone elastomeric joint sealant to fill the cut groove as per manufacturer recommendations.
- 2) To address probable intrusion of rainwater through the exterior masonry walls into the interior spaces;
Apply two coats of U.V. resistant elastomeric paint for the full wall length and height (approx. 8 feet to floor slab above) of the corner bathroom and adjacent bedroom as per manufacturer recommendations.

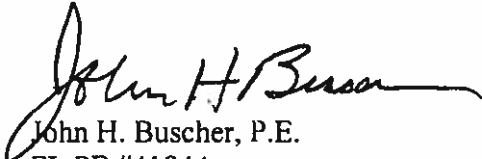
Re: 357 Almeria Ave, Unit 505 Coral Gables FL 33134
Inspection and Evaluation of Reported Water Intrusion

July 8, 2016
Page 2.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety of any portion of this structure.

If you have any questions or require further assistance, please do not hesitate to contact me.

Sincerely,



John H. Buscher, P.E.
FL PE #41844

JOHN H. BUSCHER, P.E.
STRUCTURAL • CIVIL
CONSTRUCTION MANAGEMENT

July 8, 2016

Nelly Ochoa, Manager
Almeria Park Condominium Association, Inc.
357 Almeria Ave, Suite 100
Coral Gables FL 33134

Re: **357 Almeria Ave, Unit 505**
Coral Gables FL 33134
Inspection and Evaluation of Reported Water Intrusion

Invoice for professional services 16-0606-1

Inspection and Evaluation Report dated 6-8-16 signed and sealed
As Agreed \$ 400.
Rec' check #2696 dated 6-23-16 (400.)

Balance Due (this invoice) \$ -0-

Thank you for the opportunity to be of service.

Sincerely,

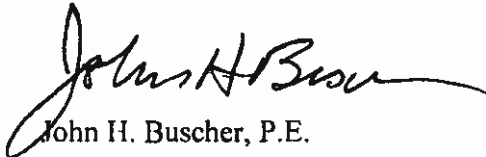

John H. Buscher, P.E.

EXHIBIT "4"

From: John Buscher <jbuscher@bellsouth.net>
Date: December 17, 2016 at 10:18:42 PM EST
Subject: Re: unit 505
Reply-To: John Buscher <jbuscher@bellsouth.net>

Hello Nelly,

You have apparently done what I directed verbally at the time of my last site visit.

Regarding re-sloping of the outside terrace deck to minimize water retention along the base of the exterior west and south walls of unit 505, you corrected the slab slope as per your photos.

My other recommendation to re-coat the exterior walls; the material used is OK, you just need to use multiple coats as required to achieve the waterproofing necessary to create a water resistant barrier sufficient to correct the water intrusion problem.

Now we wait to see whether the remedies offered actually worked.

If you need a formal report that describes the above comments, please say yes.

Sincerely
John H. Buscher PE Consulting Engineer

4404 SW 139th Court
Miami FL 33175


Phone 305-554-9170
Fax 305-221-0670

email: jbuscher@bellsouth.net

EXHIBIT "5"

2050605

Filing # 74327225 E-Filed 06/29/2018 03:41:46 PM

Q		
DIVISION X CIVIL Q OTHER	SUMMONS	CASE NUMBER 18-020854-CA-01
PLAINTIFF(S) RAMON FERNANDEZ	DEFENDANT (s) ALMERIA PARK CONDOMINIUM ASSOCIATION, INC.	CLOCK IN
<p>THE STATE OF FLORIDA:</p> <p>To Each Sheriff of the State:</p> <p>You ARE COMMANDED to serve this summons and a copy of the <i>Civil Cover and Complaint</i> in this action on Defendant:</p> <p style="text-align: center;">ALMERIA PARK CONDOMINIUM ASSOCIATION, INC. BY AND THROUGH REGISTERED AGENT: SKRLD, INC. 201 ALHAMBRA CIRCLE SUITE 1102 CORAL GABLES, FL 33134</p> <p>Defendant is required to serve written defenses to the Complaint on Plaintiff's Attorney: Alvarez Feltman & Da Silva, P.L. whose address is 2121 Ponce De Leon, Suite 1100, Coral Gables, Florida 33134, Telephone No.: 786/409-6000, Telefax No.: 786/362-5175, (BCosta@AFDlegal.com) within 20 days after service of this alias summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the Complaint.</p>		
CLERK OF COURTS	BY <i>Gonelle Brown</i> 164659 DEPUTY CLERK 	DATE 7/10/2018
<p style="text-align: center;">AMERICANS WITH DISABILITIES ACT OF 1990</p> <p>IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ASA COORDINATOR, NO LATER THAN 7 DAYS PRIOR TO THE PROCEEDINGS AT 305/375-2006 (VOICE) OF 305/375-2007 (TDD)</p>		

7.16.18 2:12 PM
W.Z. # 885

UP
8/5 = Seen.
8/6 = Mon.
(20 days)

SB ✓

COURT SEAL

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: _____
Judge: _____

Ramon Fernandez
Plaintiff

vs.

Almeria Park Condominium Association, Inc.
Defendant

II. TYPE OF CASE

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability – commercial
 - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure \$0 - \$50,000
 - Commercial foreclosure \$50,001 - \$249,999
 - Commercial foreclosure \$250,000 or more
 - Homestead residential foreclosure \$0 – 50,000
 - Homestead residential foreclosure \$50,001 - \$249,999
 - Homestead residential foreclosure \$250,000 or more
 - Non-homestead residential foreclosure \$0 - \$50,000
 - Non-homestead residential foreclosure \$50,001 - \$249,999

- Non-homestead residential foreclosure \$250,00 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
 - Malpractice – business
 - Malpractice – medical
 - Malpractice – other professional
- Other
 - Antitrust/Trade Regulation
 - Business Transaction
 - Circuit Civil - Not Applicable
 - Constitutional challenge-statute or ordinance
 - Constitutional challenge-proposed amendment
 - Corporate Trusts
 - Discrimination-employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

III. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

IV. NUMBER OF CAUSES OF ACTION: ()
(Specify)

2

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- Yes
- No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- No
- Yes – If "yes" list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes
- No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Brian C Costa
Attorney or party

FL Bar No.: 68534

(Bar number, if attorney)

Brian C Costa 06/19/2018
(Type or print name)

Date

RAMON FERNANDEZ,

Plaintiff,

v.

ALMERIA PARK CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation,

Defendant.

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

COMPLAINT

RAMON FERNANDEZ ("Plaintiff") hereby sues Defendant, ALMERIA PARK CONDOMINIUM ASSOCIATION, INC. ("Defendant"), and alleges as follows:

PARTIES, JURISDICTION & VENUE

1. This is an action for damages that exceeds fifteen thousand dollars (\$15,000.00) exclusive of interest, costs and fees.

2. Plaintiff is an individual who at all times material hereto has resided in Miami-Dade County, Florida.

3. Defendant, ALMERIA PARK CONDOMINIUM ASSOCIATION, INC. ("APCA"), is a Florida nonprofit corporation, organized and existing under the laws of Florida, qualified to do business in the State of Florida, operates a multi-unit residential complex in Coral Gables, Florida, and has at all times material hereto been conducting business in Miami-Dade County, Florida.

4. Venue is proper in Miami-Dade County because the cause of action accrued in Miami-Dade County, Florida, and the property that is the subject of this litigation is located in Miami-Dade County, Florida.

5. All conditions precedent to the filing of this lawsuit have occurred, have been waived, or have been performed.

GENERAL ALLEGATIONS

6. Gables Park Tower, a Condominium is located at 357 Almeria Ave, Coral Gables, Florida 33134 (the "Condominium").

7. Plaintiff purchased unit #505 at the Condominium in 2001 as a pre-construction purchase.

8. Section 7.1 of Article 7 of the Declaration of Condominium provides that Defendant is responsible for the maintenance, repair and replacement of the common elements and all incidental damages caused to a unit as a result of Defendant maintaining the common elements of the Condominium.

9. Around 2012, Plaintiff advised Defendant of a water leak into his unit ("First Leak").

10. On or about April of 2012, Defendant acknowledged Plaintiff's First Leak and authorized Hector, a handyman, as well as a plumber to perform an excavation in the master bathroom.

11. Despite tearing out a significant portion of Plaintiff's unit, Defendant erroneously informed Plaintiff that Plaintiff would be responsible for the interior repairs necessitated by their tear out, which was done as part of Defendant's investigation into the cause of the First Leak.

12. On or about June of 2013, Defendant contracted RAS Engineers and Consultants, Inc. ("RAS") to inspect the property and determine the cause of the damages to Plaintiff's unit.

13. On or about July 18, 2013, Defendant received the report created by RAS. Therein, RAS stated that as part of its procedure, RAS scanned the interior walls of unit #505 with infrared thermal imaging both before and after spraying water on the exterior side.

14. As part of its findings, RAS concluded that the water was penetrating through the exterior stucco of the building.

15. Additionally, RAS concluded that an ineffective coating repair was previously made to the tested exterior wall of the building.

16. RAS recommended additional testing to be performed, which included removal of the previously applied white coating to test the permeability of the surface in different spots, scanning the thickness of the stucco and layers, performing echo sound testing, and surveying the thickness of the original coatings on the wall panes, columns, and reveals on the wall.

17. Defendant provided Plaintiff with a copy of RAS's report and advised that it was moving forward with RAS's recommendations for additional testing.

18. On or about August of 2013, RAS performed its subsequent inspection. Thereafter, Defendant provided Plaintiff with a copy of RAS's report regarding same and advised that it would begin accepting bids from general contractors for the repairs necessitated by the First Leak.

19. On or about December of 2014, Defendant provided Plaintiff with approximately Twenty-Seven Thousand Three Hundred Dollars (\$27,300.00) for interior repairs to the master bathroom necessitated by the First Leak.

20. As part of this agreement, Defendant agreed to address the source of the leaks to prevent further water intrusion into Plaintiff's unit.

21. Plaintiff contracted Modern Design Lab, L.L.C. ("MDL") to perform said repairs. However, MDL was unable to commence its work prior to Defendant's repair of the source of the water leak.

22. On or about November of 2015, Plaintiff informed Defendant that its attempts to prevent further water intrusion had failed, as water continued to leak into Plaintiff's unit.

23. On or about November 26, 2015, Plaintiff submitted correspondence to Defendant inquiring into the status of any corrective measures undertaken to address the cause of the leaks.

24. Defendant informed Plaintiff that it had not yet undertaken any corrective measures as it was awaiting word from Arqbuilt, Inc. ("Arqbuilt"), a contractor who had previously performed repairs for leaks to the building in 2014.

25. On or about December 8, 2015, Plaintiff submitted correspondence to Defendant stating that the water was still intruding into his unit and was now damaging areas that had not been damaged before.

26. On or about January 21, 2016, Defendant informed Plaintiff that it had sent a plumber to unit #605, the unit above, and he concluded that the intrusion stemmed from unit #605's bathroom window.

27. Thereafter, Defendant performed a repair, however, said repairs failed to correct the water intrusion into Plaintiff's unit as same continued after the repair.

28. As such, Defendant's assessment was once again incorrect to the detriment of Plaintiff.

29. On or about May 4, 2016, Plaintiff informed Defendant of continued leaking into his unit that had now spread to the south side of the bathroom.

30. On or about May 5, 2016, Defendant was, once again, granted access to Plaintiff's unit to inspect.

31. Thereafter, on or about June 3, 2016, Defendant requested Plaintiff provide access to yet another engineering firm, M2E Consulting Engineers ("M2E"). Plaintiff complied with Defendant's request by providing M2E with access to his unit on June 6, 2016.

32. On or about June 23, 2016, for reasons unbeknownst to Plaintiff, Defendant requested Plaintiff allow access to a third engineering firm, John Buscher PE Consulting Engineer ("Buscher"). Plaintiff complied with Defendant's request by providing Buscher with access to his unit on June 28, 2016.

33. To date, Defendant has not provided any reports to Plaintiff regarding the engineering inspections conducted by M2E or Buscher.

34. Further, Defendant has failed to properly repair, maintain or otherwise cure the leaks into Plaintiff's unit.

35. As a result of Defendant's failure Defendant has suffered significant financial, physical and consequential harm.

36. Plaintiff incurred significant expense in trying to combat further damage to his unit, but same was rendered futile by Defendant's failure to address the source of the water intrusion.

37. Defendant's failures have allowed mold growth in Plaintiff's unit, which has also not been addressed by Defendant.

38. Said mold growth has caused physical, medical harm to Plaintiff and his family, including his elderly mother, who lives in the unit.

39. Plaintiff was forced to expend significant funds to relocate his family, including his wife, who was pregnant with Plaintiff's first child, to another residence to protect her and their unborn child from the mold and debris contaminating the unit.

40. Further, Plaintiff's wife suffered such physical and mental harm resulting from Defendant's conduct that she had complications with her pregnancy.

41. Plaintiff's son was born two-months premature and was held in the hospital for 21-days after his birth in intensive care.

42. Plaintiff's wife was also admitted into the hospital for an extended period of time.

43. The strain placed on Plaintiff and his family throughout this ordeal has led to even more medical expenses for counseling.

44. To date, Plaintiff has been forced to incur significant expense relating to remedial measures and repairs, additional living expenses, medical bills, counseling bills, and loss of work and opportunity; all of these were a consequence of Defendant's conduct.

COUNT I
NEGLIGENCE AS TO ALMERIA PARK CONDINIUM
ASSOCIATION, INC.

Plaintiff reincorporates paragraphs 1 through 44 as if fully set forth herein and further allege that.

45. At all times hereto, Defendant owed a non-delegable duty to Plaintiff to exercise reasonable care in maintaining the common elements of the building in working order and in a manner that prevents harm to Plaintiff and his unit

46. Defendant also owed a duty to retain the services of qualified individuals and/or companies to perform remediation and repairs so as to prevent damage to Plaintiff's condominium unit.

47. Defendant breached its duty owed to Plaintiff by negligently maintaining and failing to timely and properly repair the building and remedy the source of the water intrusion.

48. Moreover, despite being multiple notifications of the leak and the resulting water damage to Plaintiff's unit, Defendant also failed to timely respond and/or take the appropriate steps to repair and remediate the damages caused to Plaintiff's property as a result of the leak. Defendant knew or should have known that Plaintiff's unit would be damaged.

49. Defendant's breach of its duties was a legal and proximate cause of the damages sustained by Plaintiff as set forth above.

WHEREFORE, Plaintiff, RAMON FERNDANDEZ, demand judgment against Defendant, ALMERIA PARK CONDOMINIUM ASSOCIATION, INC., together with costs allowed by law, and such other and further relief this Court deems just and proper. Plaintiff also requests that this Court reserve on the granting of leave to bring a claim for punitive damages upon proper application to the Court.

COUNT II
BREACH OF DECLARATION OF CONDOMINIUM AS TO
ALMERIA PARK CONDOMINIUM ASSOCIATION, INC.

Plaintiff reincorporates paragraphs 1 through 44 as if fully set forth herein and further allege that.

50. Florida Statute §718.303(1) provides that each unit owner, tenant, invitee, and the Association is governed by Fla. Chapter §718, the declarations, the documents creating the association, and the bylaws.

51. Pursuant to the Condominium Declaration, Section 7, Maintenance, Repair and Replacement Of Units and Limited Common Elements and Common Elements, Defendant is solely responsible for the maintenance, repair and replacement of the common elements and all

incidental damages caused to a unit as a result of Defendant maintaining the common elements of the Condominium.

52. It is indisputable that the source of the water intrusion into Plaintiff's unit stems from a common element that Defendant is responsible for maintaining and repairing.

53. Defendant failed to comply with the express terms of the Condominium Declaration in that they did not keep the common elements in good repair, and failed to timely or properly repair the common elements, which caused damage to Plaintiff, and further failed to timely or properly repair or compensate Plaintiff for the water damage to Plaintiff's unit.

54. Plaintiff has been forced to retain counsel and bring this lawsuit.

55. Florida Statute §718.303(1) provides that, a unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Plaintiff is also entitled to attorneys' fees and costs pursuant to Section 21.4 of the Condominium Bylaws.

WHEREFORE, Plaintiff, RAMON FERNANDEZ, demand judgment against Defendant, ALMERIA PARK CONDOMINIUM ASSOCIATION, INC., which shall include an award of all actual damages, including incidental and consequential damages, award all costs, and attorneys' fees, pursuant to the aforementioned Florida Statutes, and all other relief as is just and equitable. Plaintiff also requests that this Court reserve on the granting of leave to bring a claim for punitive damages upon proper application to the Court.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues triable as a matter of right.

Dated this ____ day of June, 2018.

**ALVAREZ FELTMAN
& DA SILVA P.L.**
Counsel for Plaintiff
2121 Ponce De Leon Blvd.
Suite - 1100
Coral Gables, Florida 33134
Telephone No. (786) 409-6000
Facsimile No. (305) 362-5175

By: _____
Brian C. Costa, Esq.
Florida Bar No.: 68534
Email: BCosta@afdlegal.com

EXHIBIT "6"

JOHN H. BUSCHER, P.E.

STRUCTURAL • CIVIL
CONSTRUCTION MANAGEMENT

October 2, 2018

Nelly Ochoa, Manager
Almeria Park Condominium Association, Inc.
357 Almeria Ave, Suite 100
Coral Gables FL 33134

Re: **357 Almeria Ave, Coral Gables FL 33134**
Observations and Evaluation of Reported Water Intrusion
At East Elevation of Residential Tower Unit 505

Dear Ms. Ochoa,

Per your request, on 9-12-18 and 9-24-18, I visited the above referenced property in order to observe and evaluate reported water intrusion along the east and south exterior masonry walls of unit 505. On 9-12-18, my observations were made concurrently with a moisture/mold inspector with another company who used an infrared moisture sensor in tandem with a pin type moisture meter to locate moisture within various gypsum board wall and ceiling areas of unit 505. Rain water intrusion was reported in both units subsequent to heavy rain events.

In the Unit 505 master bath, moisture was detected in the dropped ceiling area drywall nearest to the outside wall and window. Some moisture was noted in the drywall around the top of the bathroom window also. No moisture was found in other wall or ceiling areas of the unit.

After a review of the building construction drawings, four possible paths were identified through which water can get into the ceiling/window drywall of the Unit 505 master bath.

Recommended repair actions follow in italics:

1. There is a rain water leader (vertical pipe) running from a southeast exterior terrace drain in the penthouse open terrace slab that carries rainwater floor to floor down to the parking level. According to the plans, this pipe appears to pass through a pipe chase in each of the -05 line bathrooms near the moisture location in the master bath ceiling of unit 505.
Engage a licensed mechanical contractor to locate actual path of the rainwater leader and test the pipe for proper drainage and possible leakage.
2. There is a bath room vent penetration in the east exterior wall near the moisture location. It is possible that the metal vent duct cover on the outside face of the wall doesn't protect the opening sufficiently under heavy rain and wind conditions.
Recommend to replace the existing duct cover with a weather resistant unit and to reseal the penetration.
3. The window perimeter sealant doesn't protect the opening sufficiently under heavy rain and wind conditions. The sealant was replaced in 2016, with no subsequent moisture complaints until this year.
Reseal the window unit perimeter with ultraviolet (UV) silicone based joint sealant.

Re: 357 Almeria Ave, Unit 505 Coral Gables FL 33134
Observation and Evaluation of Reported Water Intrusion

October 2, 2018
Page 2.

4. The exterior stucco on the 8" thick unit masonry walls facing east was observed to have hairline cracks that may allow moisture penetration through the masonry under heavy rain and wind conditions.

In 2016, the exterior of the east facing master bath masonry walls of units 505 and 605 were re-stuccoed and painted to seal the wall against moisture.

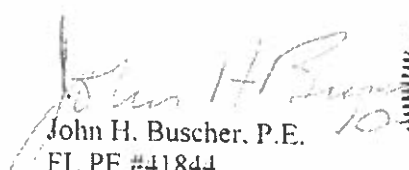
The exterior masonry walls of the bathrooms of the -05 unit line above unit 605 were not re-sealed in 2016 because any water penetrating through the stucco cannot flow down the inside of the masonry walls from the floors above. This is true because the structural concrete floor slab extends through the masonry wall thickness to the outside face of the building, separating the masonry walls between floors.

Recommend to repair observed hairline cracks with fiberglass mesh tape and stucco crack repair paste and repaint with 2 coats of elastomeric paint.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety of any portion of this structure.

If you have any questions or require further assistance, please do not hesitate to contact me.

Sincerely,


John H. Buscher, P.E.
FL PE #41844

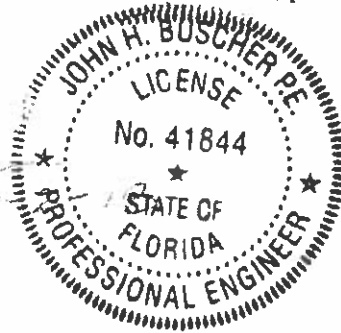




EXHIBIT "7"

The Falcon Group

ENGINEERING • ARCHITECTURE • ENERGY CONSULTANTS • FORENSICS • DRONE SERVICES

MIAMI
Phone: (305) 663-1970

MIAMI / WEST PALM BEACH
15405 NW 7th Avenue, Miami, FL 33169
Email: info@thefalcongroun.us
www.thefalcongroun.us

WEST PALM BEACH
Phone: (561) 290-0504

November 26th, 2018

Almeria Park Condo Association,
c/o Ms. Nelly Ochoa, LCAM
357 Almeria Ave,
Coral Gables, FL 33134

VIA EMAIL (manager@gablesparktower.com) ONLY

RE: Almeria Park Condo Association, – Water Intrusion Investigation
Y:\Clients\Falcon2018\18-0592\001_Water Intrusion\Documents\R181126 - Water intrusion -
Investigation Report

Dear Ms. Ochoa:

In accordance with your request, Falcon performed an on-site Water Intrusion investigation on November 8th, 2018. The purpose of the inspection, conducted by Yenys Fierro, Project Manager, was to document and determine the causes of water intrusion in the apartments 505, 507, 1105 and 1505, and provide an opinion as to the cause of the water intrusion. Access was given to enter to the units 505 and 1105. From the exterior terrace in the 5th floor, it was inspected what was visible from the unit 505. Exterior terrace of PH-2 (above unit 1505) was observed.

METHODOLOGY:

- A. The following was my methodology in preparation of this report.:
1. Visual inspection of the following:
 - Exterior wall of the Master Bathroom of the unit 505 (inspection from the 5th floor terrace, access to inside the unit was not possible).
 - Exterior Terrace and interior Master Suite of unit 507.
 - Master Bathroom of the unit 1105.
 - Observation from about 25ft far, of the top of the slab of the Master Suite and Master bathroom of unit 1505.
 2. Documentation of the observations.
- B. In addition, I have reviewed the following documents:
1. Set of Architectural Drawings dated October 2001.
 2. Set of Plumbing Drawings dated May 2001.
 3. M-6 Mechanical Drawing dated May 2001.
 4. Indoor Air Quality Assessment Reports for units 505, 507, 1105 & 1505 dated September 12th, 2018, from RJF Environmental Consulting Services.

Offices also located in:

Stamford, CT | Columbia, MD | Rockville, MD
Bridgewater, NJ | New York, NY | Easton, PA | Treveose, PA

5. Unit 505 and Unit 507 Engineer Reports from John Buscher, PE Consulting Engineer, dated October 2nd, 2018.
6. Emails between Nelly Ochoa, LCAM and John Buscher, PE Consulting Engineer, dated October 2018.
7. Email from Javier Leon, Coral Reef Plumbing, dated October 9th, 2018.
8. Email between Nelly Ochoa, LCAM and the owners of the property 507, dated January 2018 to September 2018.
9. Emails from Alejandro Del Rio, AD Construction Group, dated February to April 2016.
10. Photos from the owners dated September 10th, 2017 (Hurricane Irma), September 3rd, 2018 (Tropical Storm Gordon), and October 5th, no year specified (Rain Storm).
11. Photos from the client dated December 2015, February 2016, November 2016, March 2017, November 2017, December 2017, September 2018 & October 2018.

PROPERTY INFORMATION AND DESCRIPTION:

- A. Project Name: Almeria Park Condo Association
- B. Address: 357 Almeria Ave, Coral Gables, FL 33134
- C. Category: 15-story, Multi-Family Condominium

PROBLEM HISTORY:

It was reported by Management that units 505, 507, 1105 & 1505 facing the East, have experienced water intrusion during Hurricane Irma in September 2017, and during severe storms. The reported units have presented the following:

Unit 505

1. Moisture in the master bathroom ceiling.
2. Moisture in the drywall around the top of the master bathroom window.

Unit 507

1. Water intrusion through the Master Suite window and the sliding door.
2. Fungal growth on the baseboards in the Master Suite (previously removed) and water moisture in the drywall above it.
3. Water moisture on drywall around the window opening and sliding door.

Unit 1105

1. Moisture in ceiling of the Master Suite (already removed such area of the ceiling)
2. Moisture in drywall around the master bathroom window.

Unit 1505

1. Fungal growth in the baseboard and on the supply air vent of the Master Suite.
2. Moisture in the drywall underneath the bedroom window.
3. Moisture in the drywall in the wall between the Master Bathroom and the Walk-in closet.

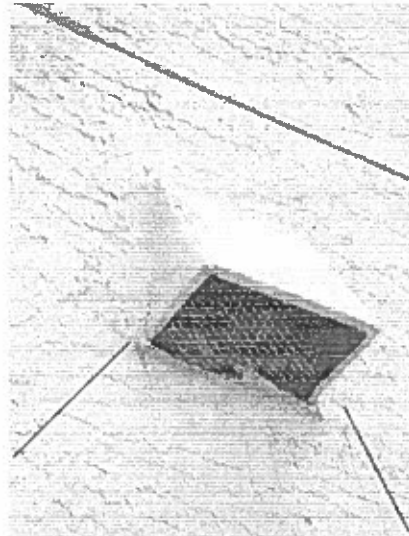
4. Moisture in the wooden floor next to the bathroom tiles, and along the same line, inside the walk-in closet.

OBSERVATIONS:

The following are sample photographs with observations from the field inspection:



Unit 505 Master bathroom – vent exhaust close to the bathroom window and above the ceiling. Hairline cracks visible that were repaired in 2016.



Unit 505 Master bathroom – vent exhaust close to the bathroom window and above the ceiling. Hairline cracks visible around it.



Unit 507 Master suite – Hairline cracks in the window perimeter sealant.



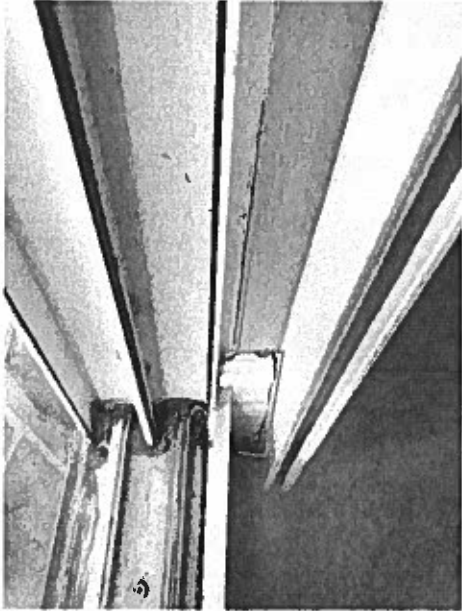
Unit 507 Master suite – Sealant between the pavers and the wall and door threshold is de-bonded and has bubbles.



Unit 507 Master suite – Crack between sliding door threshold and flooring



Unit 507 Master suite – Sealant between the pavers and the door threshold is de-bonded, has bubbles, is not covering the joint.



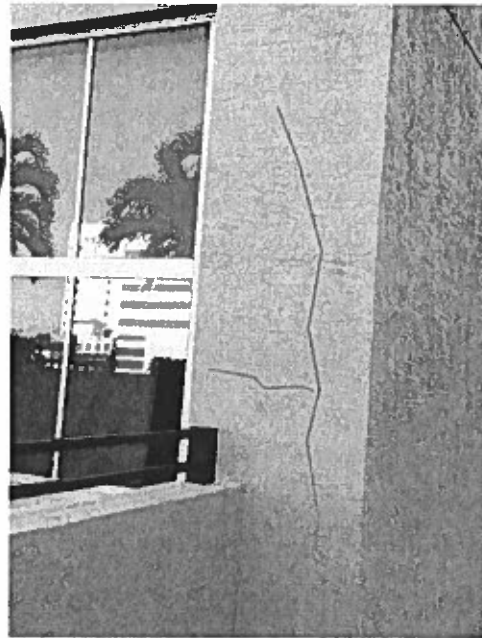
Unit 507 Master suite – Missing caulking between the south side of the door frame and the baseboard, and between the door frame and the drywall.



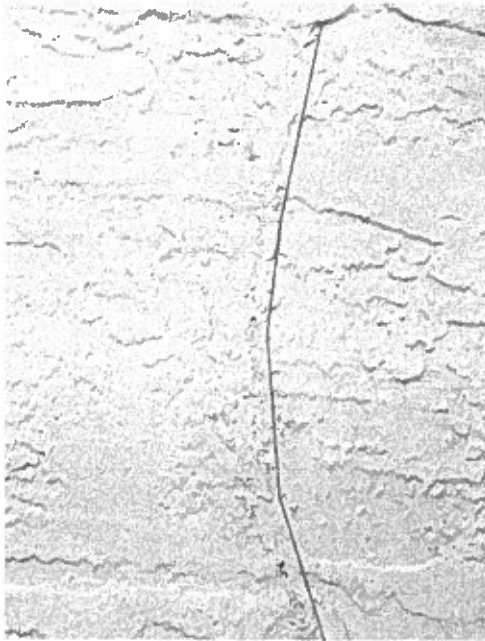
Unit 507 Master suite – Drywall that was affected for water intrusion was being replaced.



Unit 507 Master suite – No slope in the terrace pavers in front of the sliding door.



Unit 507 Master suite – Exterior cracks in the stucco where it was already repaired in 2016.



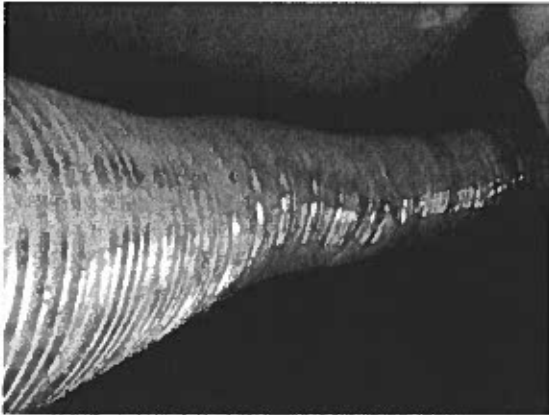
Unit 507 Master suite – Exterior cracks in the stucco where it was already repaired in 2016.



Unit 1105 Master Bathroom – removed ceiling where it was water stained.



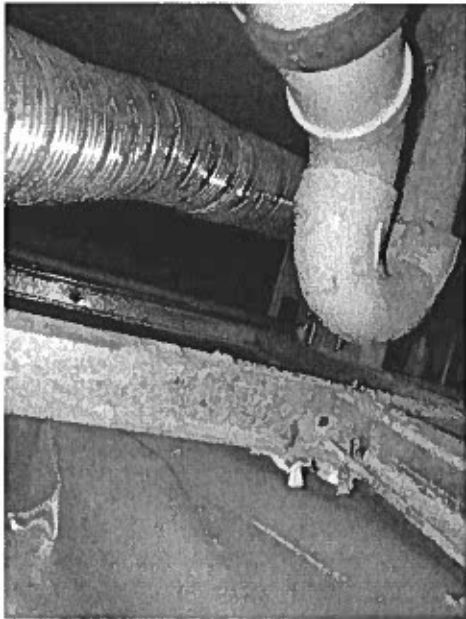
Unit 1105 Master Bathroom – thermo-camera photo where no water intrusion is shown.



Unit 1105 Master Bathroom – vent duct located to the left and above the removed affected ceiling.



Unit 1105 Master Bathroom – thermo-camera photo where the vent duct located to the left and above the removed affected ceiling seem to have some moisture in the dark spot depicted above.



Unit 1105 Master Bathroom – vent duct and pipe above the removed ceiling. Corroded pipe hanger.



Unit 1105 Master Bathroom – vent duct and pipe above the removed ceiling. Corroded ceiling frame.



Unit 1105 Master Bathroom – window did not have any sign of moisture or water stain.



Above Unit 1505 Master Bedroom – farther drain (in the terrace of PH-2) located above the wall between the door and the walk-in closet.

ANALYSIS:

Based on the investigation performed to date, documents reviewed, and my professional credentials, the following is my analysis with a reasonable degree of engineering certainty regarding the cause of water intrusion in units 505, 507, 1105 & 1505:

Units 505 and 1105

At the time of the inspection, there was no signs of water intrusion. The client explained that just after severe storms is when water intrusion has affected the mentioned areas in these units. Access was not given to inspect inside Unit 505, however, the client said that the affected area of the ceiling coincides with the affected area in Unit 1105.

1. The water is entering the duct from the outside and leaking above the ceiling in the affected area.
 - a. Water intrusion occurred/was reported only during severe storms, indicating that it requires extreme winds and heavy rainfall for water intrusion to occur.
 - b. The duct might be perforated, it was not visible in the inspection, or the water could be traveling from the exterior of the duct (a water or other appropriate test should be performed to determine the exact water path).

Alternative approaches:

- c. The possibility of condensation is eliminated, as water intrusion only happens during storms. Additionally, there were no other locations of water staining that would support the alternate theory of condensation.

- d. The possibility of leakage from the pipe above is eliminated too, otherwise it will be leaking frequently, not only during storms.

Note: Additionally, during the inspection it was noticed a pipe holder corroded, as well as some framing members and screws, and some paint in the slab and pipe above the removed ceiling panel. Where painted, there is a difference in the concrete surface that looks like a repair. In this specific unit (1105), it might have been a leaking from the bathroom or pipe above that caused corrosion in the past, but it does not seem to be the cause of the water intrusion because it only happens during storms.

2. Based on the records and the information I was provided with, the moisture in the drywall around the master bathroom window might have been caused by one or the combination of the following: water intrusion through the window sealant, and hairline cracks in the exterior wall (hairline cracks were observed in the outside of Unit 505, it was not possible to inspect outside the unit 1105).
 - a. The drywall at the time of the inspection (Unit 1105) was dry and without any moisture or water stain. This water intrusion occurred/was reported only during severe storms, indicating that it requires extreme winds and heavy rainfall for water intrusion to occur.
 - b. Other units of the building facing East, have had water intrusion in the drywall near the windows, which might indicate that the window sealant is not working properly.
 - c. Hairline cracks noted in the east exterior wall could cause some moisture to get inside the wall and drywalls under heavy rain and winds.

Unit 507

At the time of the inspection, there was no signs of water intrusion. The client explained that just after severe storms is when water intrusion has affected the mentioned areas in this unit.

1. The water is entering the unit through the door threshold.
 - a. Counter-slope in the terrace could allow the water to accumulate in front of the sliding door.
 - b. The sealant between the door threshold and the pavers is de-bonded, cracked, with bubbles, could contribute to water intrusion inside the unit.
2. Window sealant is not protecting the unit under heavy rain and wind.
 - a. Hairline cracks in the window perimeter sealant contribute to water intrusion.
 - b. Other units of the building facing East, have had water intrusion in the drywall near the windows, which indicates that the window sealant might not working properly under heavy rain and winds.
3. Hairline cracks in exterior stucco also contribute to water intrusion.
 - a. The sealant used for repairing the cracks in 2016, looks in the photos provided by the client, the same as the sealant applied in the window and sliding door. Further analysis of such material will be required to check its adequacy, but because of the water intrusion presented in the building, it might be contributing to water intrusion under heavy rain and wind.

Unit 1505

Access was not given to inspect inside Unit 1505, therefore, the following assumptions are based on the information and documentation that was provided by the client.

1. Moisture in the drywall underneath the bedroom unit, and fungal growth in the baseboard are likely to be caused for water intrusion through the window sealant.
 - a. Window sealant could not be inspected. However, similar water intrusion in other units of the building present the same description in the area below the window, what might indicate inappropriate performance of the perimeter sealant under heavy rain and winds.
 - b. Possible exterior stucco hairline cracks were impossible to inspect but given that other units in the building present such problem, it cannot be disregarded, as it might contribute to water intrusion. Further inspection to the exterior wall should be performed in order to confirm or disregard this assumption.
2. Water intrusion in the drywall between the Master Bathroom and the Walk-in closet maybe caused for infiltration through the water drain that based on the drawings received, seem to be located within the wall.
 - a. The drain at the roof (PH-2) could not be inspected.
 - b. This water intrusion occurred/was reported only during severe storms, indicating that it requires extreme winds and heavy rainfall for water intrusion to occur.
 - c. Further inspection is required to confirm this assumption.
3. It was reported by the client moisture in the wooden floor next to the bathroom tiles, and along the same line, inside the walk-in closet. Further investigation is required to determine the cause of such water intrusion.

RECOMMENDATIONS:

Based on the opinion provided in the paragraphs above the following are my recommendations:

Units 505 and 1105

1. Considering that this investigation was performed only in unit 1105, unit 505 should be examined to confirm the cause of water intrusion.
2. A water test should be performed in at least one unit to “field” verify the cause of water intrusion and the water path.
3. A different type of exhaust should be installed on the exterior ends of the ducts that would provide a better cover of the opening and prevent water intrusion.

Note: it should be noted that the primary function of these openings is to provide ventilation of the bathrooms. Providing full coverings or heavy-duty louvers may hinder the performance of this system. Therefore, selection of the lovers should be carefully conducted and field tested before global application.
4. Ensure proper seal of the exhaust and the wall, and between the exhaust and the duct.
5. Replace the windows sealant.
6. Repair the hairline cracks in the exterior wall and reapply sealant.

Unit 507

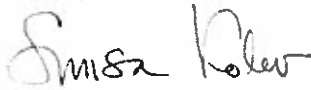
1. A water test should be performed to confirm the path of the water intrusion.
2. Reapply the window and sliding door sealant.
3. Repair the hairline cracks in the exterior wall and reapply sealant.

Unit 1505

1. Facilitate a unit inspection to confirm the possible causes previously mentioned.
2. Cleaning the air vents using a professional cleaner recognized by the NADCA (National Air Duct Cleaners Association).
 - a. Cleaning should be done after removing the baseboards and drywalls affected by water intrusion since wet materials can contribute to mold growth.
 - b. Check the insulation surrounding the ductwork. If the mold in the air vents has extended into the surrounding insulation, this material will need to be replaced.
3. Exterior wall inspection to check the presence of hairline cracks in the stucco.
4. Inspection of the water drain that seems to run within the wall between the Master Bathroom and the Walk-in closet to check any possibility of water intrusion through it.
5. Destructive investigation of the deck to evaluate its composition and the condition of the waterproofing.
6. Further investigation is required to determine the cause of water intrusion in the wooden floor next to the bathroom tiles, and along the same line, inside the walk-in closet.

Should you have any questions in reference to this report, please do not hesitate to contact The Falcon Group directly at (305) 663-1970.

Sincerely,



Sinisa Kolar, P.E.
Vice President

SK/ty

EXHIBIT "8"

AGREEMENT

THIS AGREEMENT is made and entered into this 01 day of December, 2018, between ALMERIA PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as "Association"), having its principal office at 357 Almeria Avenue, Suite 100, Coral Gables, Florida 33134 and YR CAULKING, INC., a Florida corporation, (hereinafter referred to as "Contractor") (License No. 18BS00425) having its principal office at 620 SW 116TH Court, Miami, Florida 33174 for removal and installing new vents, caulking, sealing, stucco repairs and related work at Gables Park Tower, A Condominium (hereinafter referred to as the "Property"), in accordance with the Contract Documents, hereinafter defined.

That the Association and Contractor for the consideration hereinafter named, agree as follows:

- Contract Documents.** In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (A) the Scope of Work set forth in the Proposal prepared by Contractor dated November 4, 2018 consisting of five (5) pages attached hereto as Exhibit "A"; (B) Sample Product Data Sheets from the manufacturers of all products utilized in connection with the performance of the work consisting of eleven (11) pages attached hereto as Exhibit "B"; (C) Sample Dowsil Silicone Building Sealants Weatherseal Limited Warranty from The Dow Chemical Company consisting of five (5) pages and a Sample Sealant Material Warranty from Tremco Incorporated consisting of one (1) page attached hereto as Exhibit "C"; and (D) Contractor's Certificate of Insurance consisting of two (2) pages attached hereto as Exhibit "D". All of the Contract Documents, including any not attached hereto, are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. The Contractor must call any such conflict or discrepancy to the Association's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Contractor, whichever document imposes the greater obligation on the Contractor shall be controlling. The manufacturers of all other products utilized in connection with the performance of the Work shall hereinafter be referred to as the "Manufacturers" and the warranties to be issued by the Manufacturers shall hereinafter be referred to as the "Manufacturers' Warranties".
- Scope of Work.** The Contractor will provide all materials, supervision, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".
- Time of Commencement and Completion.** Within ten (10) days of execution of this Agreement by the parties and receipt of the initial deposit as specified in Article 5, Contractor shall apply for all permits if any are required for the performance of the Work. Upon receipt of a Notice to Proceed from the Association, the Contractor shall commence the Work and the Work shall be completed within eleven (11) consecutive weeks from the date of commencement, weather permitting, subject to any authorized extensions of time as set forth in Article 10 of this Agreement. All Work shall be performed in an expeditious manner.
- Contract Sum.** The Association shall pay the Contractor for the performance of the Work the guaranteed lump sum of **\$96,647.00** for replacing the vents throughout the building, caulking and sealing portion of the Work as specified in the Contractor's Proposal attached hereto as Exhibit "A" (the "Lump Sum Work"). Payment for the stucco repair portion of the Work shall be made on a unit price basis at a rate of \$9.00 per square foot as in the Contractor's Proposal attached hereto as Exhibit "A" (the "Unit Price Work"). The parties acknowledge that the Unit Price Work is based on estimated quantities and that the payments to the Contractor will be based upon the actual quantities of Work performed and approved by the Association's Representative. The Contract Sum and unit prices specified on Exhibit "A" are inclusive of all materials, equipment, labor, warranties, taxes, overhead, profit, licenses and fees. Notwithstanding anything herein to the contrary, the Association shall have the right to reject and delete

any item for the Lump Sum Work or the Unit Price Work in its entirety and the Contract Sum will be adjusted accordingly pursuant to the terms of this Agreement.

For the Unit Price Work, Contractor shall not be entitled to payment for the performance of any quantities of the Unit Price Work unless prior to performing same it is approved and the quantities are verified by the Association's Representative. If the Contractor proceeds with any Unit Price Work or alternate bid item work without obtaining the prior approval of the Association's Representative and a written change order, Contractor shall not be entitled to any payment for the performance of such Unit Price Work. The Contractor shall be responsible to obtain all permits for the performance of the Work from any governing authorities having jurisdiction and the Association shall be responsible for the actual cost of the permits.

5. Payments.

A) A Notice of Commencement shall be duly completed and recorded by the Association in accordance with Section 713.13, Florida Statutes and a certified copy posted prominently upon the Property. Payments shall be made in accordance with Article 5 of this Agreement.

B) Progress Payments: Every two (2) weeks after commencement of the Work, the Contractor shall submit an Application for Payment to the Association's Representative using AIA Document G702 based on the Schedule of Values for the Lump Sum Work. For any approved Unit Price Work, the sums set for on the Application for Payment shall be based upon the product of the unit price specified on Exhibit "A" and the measured extent of work actually and satisfactorily performed in respect to each applicable unit price item. As a condition to payment of each draw and final payment, Contractor shall submit with each Application for Payment a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full up through the date of the prior payment and partial releases of lien from Contractor and any lienors serving a Notice to Owner to Association prior to payment and evidence of proof of payment of any indebtedness incurred with respect to the Work of Contractor through the date of the prior payment to Contractor, as may be required by Association and evidence that all Work has been performed as required pursuant to the Contract Documents up to the time of the request for payment. In addition, as Contractor is fully responsible for meeting the requirements of the Manufacturers' Warranties, if any, Contractor shall be responsible for obtaining inspections or other acceptable documentation from the Manufacturers' representatives, if required, and delivering, together with its application for payment and supporting documentation, signed statements from the Manufacturers verifying that the Manufacturers will issue the Manufacturers' Warranties for the Work performed for which payment is being made, as a condition of payment. If fully satisfied with the documentation submitted, the Association's Representative shall issue a certificate of authorization of payment to the Association for the amount approved within five (5) business days of the receipt of all required documentation from the Contractor. The Association shall issue payment of the amount certified by the Association's Representative to Contractor within fifteen (15) days of receipt of the certificate of authorization of payment.

C) Final payment shall not be due until the Contractor has delivered to the Association, a complete release of all liens and releases or waivers of lien from all lienors who have served a notice to owner to Association arising out of this Agreement, and a final contractor's affidavit pursuant to Section 713.06(2), Florida Statutes, provided the Work has been inspected and accepted by the Association's Representative and any governmental authorities required to inspect the Work and all permits required for the performance of the Work, if any, have been closed. In addition, final payment shall not be due until Contractor provides the Association with the Manufacturers' Warranties for the equipment installed. Payments may be withheld on account of (1) defective work not remedied, (2) claims of liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damages to the Association's Property (6) failure of the work to progress satisfactorily or according to schedule, or (7) failure to carry out the work in accordance with the Contract Documents. The Association may, in accordance with Section 713.06, Florida Statutes, make all or any portion of a progress payment or the final payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said payment from the sum due Contractor. No payments made under this Agreement shall be evidence of performance of this Agreement, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of

defective work or improper materials, nor shall use of the work by the Association constitute acceptance of the work hereunder or any part thereof.

6. **Association's Representative.** Sinisa Kolar of The Falcon Group, or such other individual to be designated by the Association shall be the Association's Representative during performance of the Work and until issuance of the final Certificate for Payment and shall hereinafter be referred to as the "Association's Representative". The Association's Representative shall at all times have access to the Work. The Association's Representative will make periodic visits to the site to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Based on such inspections, the Association's Representative will determine the amount owing to the Contractor and will issue a certificate authorizing payment in accordance with Article 5 of this Agreement. No issuance of a payment shall constitute an acceptance of any Work not in accordance with the Contract Documents. The Association's Representative will have authority to reject Work which does not conform to the Contract Documents. In such event Contractor shall have forty-eight (48) hours to correct such Work to the reasonable satisfaction of the Association's Representative.

7. **Contractor.** Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform the Work; that it has a sufficient number of qualified men to assure timely performance of this Work; that it has the proper tools and equipment to perform this Work; and is financially capable of performing this Agreement; that Contractor has visited the site of the Work, examined the actual job conditions and is familiar with local conditions and all things required that will have a bearing on performance of the Work; that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be responsible to perform any additional inspections and conduct any necessary tests as may be required to determine the suitability of the site conditions. Failure on the part of Contractor to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation. Execution of this Agreement shall be conclusive evidence that Contractor has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property.

The Contractor at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work.

8. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, the Association's Representative, its officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default of the Contractor, any of the Contractor's subcontractors, sub-subcontractors, materialmen or agents or any tier of their respective employees or the Indemnified Parties arising from this Agreement or its performance. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnified Parties or for statutory violations or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, materialmen or agents or any tier of their respective employees. To the extent that the Contractor's obligation to indemnify as set forth herein arises in whole or in part by the acts, omissions, or defaults of the Indemnified Parties, such obligation shall be limited to One Million Dollars (\$1,000,000.00) per occurrence which sum the parties herelo acknowledge bears a reasonable

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commercial relationship to this Agreement and shall be deemed part of the project specifications and bid documents. The provisions of this paragraph shall survive termination of this Agreement.

9. **Subcontracts.** No portion of the Work may be subcontracted without the prior written consent of the Association, which consent may be withheld for any reason.

10. **Time.** All time limits stated in the Contract Documents are of the essence in this Agreement. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Contractor's control, or by any cause which Association's Representative may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Association's Representative may determine. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to Association representative within two (2) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by Contractor. The parties agree that time is of the essence in the performance of this Agreement.

11. **Insurance.** Contractor, as a condition of this Agreement and to payment, shall purchase and maintain such insurance as will protect it and the Association from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages due to bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them and Umbrella/Excess liability coverage. The Contractor shall purchase and maintain insurance coverage in the amounts set forth on the Certificate of Insurance attached hereto as Exhibit "C". The Contractor's policies, including the general liability policy, must provide additional insured coverage on a primary noncontributory basis. The Association shall be named as an "additional insured" with a waiver of subrogation in all policies required to be maintained herein with the exception of the workmen's compensation insurance and the Contractor shall submit to the Association the additional insured endorsement to the policies reflecting same. Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled without ten (10) days prior written notice to the Association.

12. **Correction of Work and Warranty.** The Contractor shall, within forty-eight (48) hours of written notice from Association, correct any Work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that it shall correct at its sole cost and expense any defects due to faulty materials, equipment and/or workmanship for a period of one (1) year from the date of final payment. In addition, Contractor is fully responsible for obtaining for the Association the Manufacturers' Warranties covering the tiles, the generator and any other materials utilized in connection with the performance of the Work. Notwithstanding anything set forth in the Manufacturers' Warranties to the contrary, those items specifically covered by the Manufacturers' Warranties and any disclaimers and limitations on liability shall in no way be deemed to limit Contractor's warranty and liability herein and is in addition to and not in lieu of the Contractor's warranty. This warranty is not in lieu of but is in addition to any other warranties, express or implied, which may be provided by law. The Contractor shall bear all costs of correcting such defective work. This obligation shall survive termination of this Agreement. If Contractor should default in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by the Association in enforcing the provisions of this Article, including, but not limited to, all attorney's fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and the Contractor shall reimburse the Association for all costs incurred in connection with the performance of such repairs.

13. **Changes.** Any changes in the Work or any adjustment in the Contract Sum or the contract time shall only be made upon written change order executed by the Association and Contractor. If Contractor proceeds with such work without obtaining a written change order it shall be assumed that Contractor has performed such work at no additional charge. The requirement for written change orders under this Article cannot be waived.

14. **Compliance with Laws.** The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor acknowledges that Association does not have the knowledge to determine compliance with the foregoing items and is relying on Contractor's knowledge and expertise of same. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Association in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

15. **Termination.** If the Association fails to issue payment for a period of ten (10) days through no fault of the Contractor, the Contractor may, after seven (7) days written notice to the Association terminate this Agreement unless the Association cures such default and recover from the Association payment for all work executed and for any proven loss for work performed and on any materials, equipment, tools, and construction equipment and machinery, including a reasonable profit thereon not to exceed ten percent (10%), but which sum shall never exceed the contract sum less the cost to complete any remaining work. This sum shall be Contractor's sole remedy under this Agreement.

If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or breaches any of the terms of this Agreement then the Association may, without prejudice to any right or remedy and after giving the Contractor two (2) days written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the work by whatever method the Association deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Association. This provision shall in no way limit the Association's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

The Association may also terminate this Agreement for the Association's convenience and without cause upon 72 hours' written notice to Contractor. If the Contractor is terminated for convenience, the Contractor shall be paid for all Work completed through the date of termination, less payments made and any amounts that the Association is entitled to withhold pursuant to the terms of this Agreement and by law. The Contractor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits and any and all damages.

16. **Transfer of Lien.** In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold Association harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with the provisions of Section 713.24, Florida Statutes. Should Contractor fail to transfer such lien, the Association may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

17. **Miscellaneous.** In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further

performance. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. It is agreed that a facsimile copy of the executed Agreement or an electronic pdf copy of the Agreement shall be enforceable as an original. All such counterparts shall be construed together and shall constitute one instrument.

18. **Notice.** Written notice shall be deemed to have been duly served if delivered in person to the Contractor, the Association or the Association's representative or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For Association:

Almeria Park Condominium Association, Inc.
357 Almeria Avenue
Coral Gables, FL 33134

For Contractor:

YR Caulking, Inc.
620 SWE 116th Court
Miami, FL 33174


For Association's Representative:

Sinisa Kolar, P.E.
The Falcon Group
15405 NW 7th Avenue
Miami, FL 33169

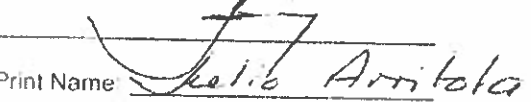
19. **Chapter 558 Notice of Claim.** The Association and Contractor have agreed that the requirements set forth in Chapter 558, Florida Statutes, do not apply to this Agreement.

This Agreement is executed the day and year first above written.

ALMERIA PARK CONDOMINIUM
ASSOCIATION, INC.



Print Name: Nelly Doka



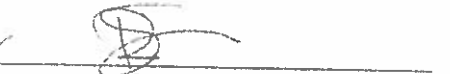
Print Name: Felio Arritola

By: 

Name: Tony

Title: VICE-PRESIDENT

YR CAULKING, INC.



Print Name: Rosmary Sanchez



Print Name: Carlos Ruiz

By: 

Name: Jimmy Rodriguez

Title: President

EXHIBIT "A"



YR CAULKING, INC.
620 SW 116 COURT
MIAMI, FL 33174

Estimate

Date	Estimate #
11/4/2018	103

Name / Address
Gables Park Tower 357 Almeria Avenue Coral Gables, FL 33134

Project
Almeria Park Condo...

Description	Qty	Rate	Total
YR Caulking, Inc. proposes furnish and install all necessary materials, labors and supervision required to finished the follow items: Work description: I - VENTS: - 118 vents throughout the building of different sizes @ 150. each ones - 2 big vents in the Penthouse roof. The work to be done in the vents is as follows: Remove old concrete, remove old vents and scrapes, put new vents and recapping with concrete and paintable caulk. II - Caulking installation: NORTH FACE BUILDING: Perimeter Metal to Concrete: - 20 windows @ 19 LF each ones = 380 LF - 40 windows @ 10 LF each ones = 400 LF. Wet Seal: - 21 glass @ 21 LF each ones = 420 LF. - 40 glass @ 10 LF each ones = 400 LF. - 20 glass @ 20 LF each ones = 400 LF. SOUTH FACE BUILDING:			
	118	150.00	17,700.00
	2	150.00	300.00
It's been a pleasure working with you!		Total	

Phone #
786-587-4273

E-mail
info.yrcaulking@gmail.com



YR CAULKING, INC.

620 SW 116 COURT
MIAMI, FL 33174

Estimate

Date	Estimate #
11/4/2018	103

Name / Address
Gables Park Tower 357 Almeria Avenue Coral Gables, FL 33134

Project
Almeria Park Condo...

Description	Qty	Rate	Total
Perimeter Metal to Concrete: - 20 windows @ 18 LF each ones = 360 LF - 20 windows @ 23 LF each ones = 460 LF Wet Seal: - 40 glass @ 20 LF each ones = 800 LF EAST FACE BUILDING Perimeter Metal to Concrete: - 10 windows @ 11 LF each ones = 110 LF - 30 windows @ 20 LF each ones = 600 LF Wet Seal: - 10 glass @ 14 LF each ones = 140 LF - 30 glass @ 22 LF each ones = 660 LF WEST FACE BUILDING: Perimeter Metal to Concrete: - 10 windows @ 9 LF each ones = 90 LF - 28 windows @ 20 LF each ones = 560 LF Wet Seal: - 9 glass @ 14 LF each ones = 126 LF - 28 glass @ 26 LF each ones = 728 LF III - GYM: - 180 lf of Perimeter Metal to Concrete - 29 glass @ 12 LF each ones = 348 LF			
It's been a pleasure working with you!		Total	

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Project
Almeria Park Condo...

Description	Qty	Rate	Total
IV - Perimeter Metal to Metal: - 40 Joints @ 6 feet each ones = 240 LF. - 19 Joints @ 12 feet each ones = 228 LF Price caulking installation: 7662 LF: = SUMMARY = - Perimeter Metal to Concrete - 3140 LF. - Wet Seal - 4054 LF. - Perimeter Metal to Metal - 468 LF.	7,662	3.50	26,817.00
V - 2 bosun chair mobilizations	2	1,000.00	2,000.00
VI - Swing Stage Rent	1	2,000.00	2,000.00
VII - Swing Stage mobilizations. - 13 swing stage mobilizations.	13	300.00	3,900.00
MATERIALS TO BE USED: - Glass to metal - DOW 795 blacks. - Metal to concrete - TREMCO - paintable.			
Notes ; 1) - Mark the stucco where it is bad on the outside wall that we are observing (This is not included in this estimate, this is only for reference).			
It's been a pleasure working with you!		Total	

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YR CAULKING, INC.

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MIAMI, FL 33174

Estimate

Date	Estimate #
11/4/2018	103

Name / Address
Gables Park Tower 357 Almeria Avenue Coral Gables, FL 33134

Project
Almeria Park Condo...

Description	Qty	Rate	Total
PENTHOUSE I			
Perimeter metal to concrete: - 5 sliding doors - 150 LF	150	3.50	525.00
Wet Seal: - 5 sliding doors - 220 LF	220	3.50	770.00
WEST FACE BUILDING			
Perimeter metal to concrete: - 38 sliding doors - 1140 LF	1,140	3.50	3,990.00
Wet Seal: - 38 sliding doors - 1672 LF	1,672	3.50	5,852.00
EAST FACE BUILDING			
Perimeter metal to concrete: - 38 sliding doors - 1140 LF	1,140	3.50	3,990.00
Wet Seal: - 38 sliding doors - 1672 LF	1,672	3.50	5,852.00
SOUTH FACE BUILDING			
Perimeter metal to concrete: - 20 Windows - 360 LF	360	3.50	1,260.00
Wet Seal: - 20 Windows - 520 LF	520	3.50	1,820.00
Perimeter metal to concrete: - 69 sliding doors - 2070 LF	2,070	3.50	7,245.00
Wet Seal: - 69 sliding doors - 3036 LF	3,036	3.50	10,626.00
Swing stage rent		2,000.00	2,000.00
It's been a pleasure working with you!		Total	

Phone #
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YR CAULKING, INC.

620 SW 116 COURT
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Estimate

Date	Estimate #
11/4/2018	103

Name / Address
Gables Park Tower 357 Almeria Avenue Coral Gables, FL 33134

Project
Almeria Park Condo...

Description	Qty	Rate	Total
<p>Notes:</p> <ul style="list-style-type: none"> - The cost to remove the damaged stucco, put new stucco and paint it will be \$ 9.00 SQF. This will be added to the original estimate of \$ 96647.00 after knowing exactly the SQF are. - 50% of the value of the job in advance. - 50% of the value of the job at the finish. <p>Labor, materials and swing stage included</p>			
It's been a pleasure working with you!		Total	\$96,647.00

Phone #
786-587-4273

E-mail
info.yrcaulking@gmail.com

EXHIBIT "B"

TREMCO
Commercial Sealants & Waterproofing

Dymonic® 100

High-Performance, High-Movement, Single-Component,
Polyurethane Sealant

Product Description

Dymonic® 100 is a high-performance, high-movement, single-component, medium-modulus, low-VOC, UV-stable, non-sag polyurethane sealant.

Basic Uses

Dymonic 100 is a durable, flexible sealant that offers excellent performance in moving joints and exhibits tenacious adhesion once fully cured. Typical applications for Dymonic 100 include expansion and control joints, precast concrete panel joints, perimeter caulking (windows, doors, and panels), aluminum, masonry and vinyl siding. Dymonic 100 is also an excellent choice as a fluid applied flashing material in rough opening perimeters for fenestration/window, door and curtain wall applications.

Features and Benefits

- Can adhere to damp or green concrete and has a skin time of 2 hr with a tack-free time of 6 to 8 hr to significantly reduce dirt attraction.
- Movement capability of +100/-50% in typical field conditions, is low VOC, paintable, jet fuel-resistant, and will not crack, craze or yellow under extreme UV exposure.
- Suitable for water immersion and will not out gas.
- Formulated with an innovative polymer technology, similar to TREMproof® 250GC and Vulkem® 45SSL, Dymonic 100 is highly versatile and has a unique capability to adhere to damp or green concrete and will not out gas.
- Compatible and can be coated over with Tremco's Vulkem Deck Coatings, ExoAir® Air Barrier products and the cold, fluid-applied TREMproof® line of below-grade waterproofing products.

Availability

Dymonic 100 is immediately available from your local Tremco Sales Representative, distributor, or warehouse.

Coverage Rates

308' of joint per gallon for a 1/4" x 1/4" (6 mm x 6 mm) joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at www.tremcosealants.com

Packaging

- 10.1-oz (300-mL) cartridges
- 20-oz (600-mL) sausages

Colors

Almond, Aluminum Stone, Anodized Aluminum, Beige, Black, Bronze, Buff, Dark Bronze, Gray, Gray Stone, Hartford Green, Ivory, Light Bronze, Limestone, Natural Clay, Off White, Precast White, Redwood Tan, Sandalwood, Stone, and White.

Shelf Life

1 year when stored at 40 to 110 °F (5 to 43 °C)

Storage

Store Dymonic 100 in original, undamaged packaging in a clean, dry, protected location with temperatures between 40 to 110 °F (5 to 43 °C).

Applicable Standards

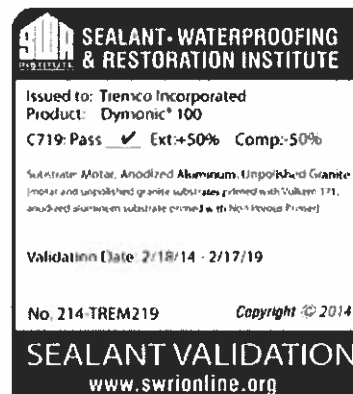
- Dymonic 100 meets or exceeds the requirements of the following specifications:
- ASTM C920 Type S, Grade NS, Class 50, Use NT, T, M, A, O, I
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19,13-M87
- International Code Council (ICC) Section R703.8 Flashing
- AAMA 714-15 Specification for Liquid-Applied Flashing
- NFPA 285 Listed Component

Fire Rated Systems

FF-D-1186, FW-D-1117, HW-D-1122, WW-D-1200, and BW-S-0006

Limitations

- Use with adequate ventilation.



- Always utilize the accompanying MSDS for information on Personal Protective Equipment (PPE) and Health Hazards.
- Not recommended for use in chlorinated, potable, heavy or waste water.
- Although Dymonic 100 is paintable, this does not imply adhesion to and compatibility with all paints. Consult Tremco Technical Bulletin No. S-09-05 for more information.

Substrate Preparation

Surfaces must be sound and clean. All release agents, existing waterproofing, dust, loose mortar, paints, other finishes or field applied coating must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40 °F (5 °C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40 °F, please refer to the Tremco Technical Bulletin for Applying Sealants in Cold Conditions (No. S-08-44 rev 1) that can be found on our website at www.tremcosealants.com

Dymonic® 100

High-Performance, High Movement, Single-Component, Polyurethane Sealant

Priming

Dymonic 100 typically adheres to common construction substrates without primers; anodized aluminum may require the use of primer. However, Tremco always recommends that a mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer, proper cleaning and prep requirements. A description of the field adhesion test can be found in appendix X1 of ASTM C1193, Standard Guide for Use of Joint Sealants.

Where deemed necessary, use Vulkem® Primer #191 Low-VOC on porous substrates and TREMPreme® Non-Porous Primer for metals or plastics.

Application

Dymonic 100 is easy to apply with conventional caulking equipment. Ensure that the backer rod is fitted properly for friction and that any necessary primers have been applied.

Fill the joint completely with a proper width-to-depth ratio, and then tool to ensure intimate contact of sealant with joint substrates.

Dry tooling is always preferred, although compatible wetting agents can be used in limited amounts to slick the spatula if needed after an initial pass.

For a cleaner finish, mask the sides of the joint with tape prior to filling.

Joint Design

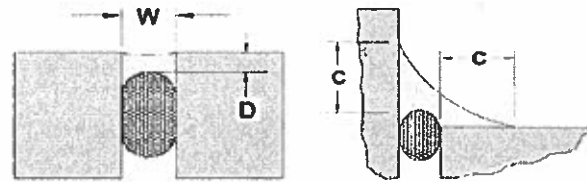
Dymonic 100 may be used in vertical or horizontal joints designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement but not less than 1/4" (6 mm).

Joint Backing

Polyethylene backer rod is recommended as joint backing to control sealant depth and ensure intimate contact of sealant with joint substrate when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at the time of sealant application.

Sealant Dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



Expansion Joints- The minimum width and depth of any sealant application should be 1/4" x 1/4" (6 mm x 6 mm). The depth (D) of sealant may be equal to width (W) of joints less than 1/2" wide. For joints from 1/2" to 1" (13 mm to 25 mm) wide, the sealant depth should be approximately one-half of the joint width. The maximum depth (D) of any sealant application should be 1/2" (13 mm). For Joints that are wider than 1" (25 mm) contact Tremco Technical Services or your local Tremco Sales Representative.

Window Perimeter- For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area [C] of 1/4" (6 mm) onto each substrate, with provisions for release at the heel of the angle using backer rod or bond breaker tape.

Cure Time

Dymonic 100 generally cures at a rate of 3/32" per day at 75 °F (24 °C) and 50% RH. It will skin in 2 hr and be tack free in 6 to 8 hr. The cure time will increase as temperatures and/or humidity decrease. A typical rule of thumb is one additional day for every 10 °F decrease in temperature.

Clean Up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

Warranty

Tremco warrants its Products to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace or refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements

Dymonic® 100

High-Performance, High Movement, Single-Component, Polyurethane Sealant

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL VALUES
Type		Single component polyurethane sealant
Color		21 Standard Colors
Solids		98%
Specific Gravity		1.3302
Application		gun-grade sealant, applied with typical caulking equipment
Rheological Properties	ASTM C639	non-sag (NS), 0" of sag in channel
Hardness Properties	ASTM C661	40 +/-5
Weight Loss	ASTM C1246	Pass
Skin Time	ASTM C679	2 to 3 hr
Tack Free Time	73.4°F (23°C) 50% RH	6 to 8 hr
Stain and Color Change	ASTM C510	Pass
Adhesion to Concrete	ASTM C794	35 pli
Adhesion to Concrete After Immersion	ASTM C794	30 pli
Adhesion to Green Concrete	ASTM C794	>25 pli
Adhesion to Damp Concrete	ASTM C794	>20 pli
Effects of Accelerated Aging	ASTM C793	Pass
Movement Capability	ASTM C719	+/-50%
Movement Capability	ASTM C719* Modified	+100/-50%
Tensile Strength	ASTM D412	350 to 450 psi
% Elongation	ASTM D412	800 to 900%
Modulus at 100%	ASTM D412	75 to 85 psi
Tear Strength	ASTM D412	65 to 75 psi
Service Temperature		-40 to 180 °F (-40 to 82 °C)
Application Temperature		40 to 100 °F (4 to 37 °C)*
Smoke Development	ASTM E84	5
Fire Spread	ASTM E84	5
Fire Resistance of Assembly	NFPA 285	PASS
Crack Bridging	ASTM C1305	PASS
Nail Sealability	ASTM D1970 Section 7.9	PASS

*For temperatures below 40 °F, please refer to the Technical Bulletin, Cold Temperature Sealant Application Recommendations.

1117/D100DS-STPlease refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.**Tremco Commercial Sealants & Waterproofing**

3735 Green Rd
Beachwood OH 44122
216.292.5000 / 800.321.7906

1451 Jacobson Ave
Ashland OH 44805
419.289.2050 / 800.321.6357

220 Wicksteed Ave
Toronto ON M4H1G7
416.421.3300 / 800.363.3213

1445 Rue de Coulomb
Boucherville QC J4B 7L8
514.521.9555



Technical Data Sheet

DOWSIL™ 795 Silicone Building Sealant

Neutral, one part silicone sealant

Features & Benefits

- Suitable for most new construction and remedial sealing applications
- Versatile – high performance structural glazing and weather sealing from a single product
- Available in 15 standard colors; custom colors also available
- Excellent weatherability virtually unaffected by sunlight, rain, snow, ozone and temperature extremes of -40°F (-40°C) to 300°F (149°C)
- Excellent unprimed adhesion to a wide variety of construction materials and building components, including anodized, alodined, most coated and many Kynar® painted aluminums
- Ease of application – ready to use as supplied
- Ease of use – all temperature gunnability, easy tooling and low-odor cure byproduct
- Meets global standards (Americas, Asia and Europe)

Composition

- One part, neutral cure, RTV silicone sealant

Applications

- Structural and nonstructural glazing
- Structural attachment of many panel systems
- Panel stiffener applications
- Weather sealing of most common construction materials including glass, aluminum, steel, painted metal, EIFS, granite and other stone, concrete, brick and plastics

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test ¹	Property	Unit	Result
	As Supplied		
ASTM C 679	Tack Free Time, 50% RH	hours	3
	Curing Time at 25°C (77°F) and 50% RH	days	7–14
	Full Adhesion	days	14–21
ASTM C 639	Flow, Sag or Slump	inches (mm)	0.1 (2.54)
	Working Time	minutes	20–30
	VOC Content ²	g/L	32

1. ASTM: American Society for Testing and Materials
2. Based on South Coast Air Quality Management District of California. Maximum VOC is listed both inclusive and exclusive of water and exempt compounds.

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 DOWSIL™ 795 Silicone Building Sealant
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Typical Properties (Cont.)

Test	Property	Unit	Result
As Cured After 21 days at 25°C (77°F) and 50% RH			
ASTM D 2240	Durometer Hardness, Shore A	points	35
ASTM C 794	Peel Strength	lb/in (kg/cm)	32 (5.7)
ASTM C 1135	Tension Adhesion Strength		
	At 25% extension	psi (MPa)	45 (0.310)
	At 50% extension	psi (MPa)	60 (0.414)
ASTM C 719	Joint Movement Capability	percent	± 50
ASTM C 1248	Staining (granite, marble, limestone, brick and concrete)		None
As Cured After 21 days at 25°C (77°F) and 50% RH Followed by 10,000 Hours in a QUV Weatherometer, ASTM G 53			
ASTM C 1135	Tensile Adhesion Strength		
	At 25% extension	psi (MPa)	35 (0.241)
	At 50% extension	psi (MPa)	50 (0.345)

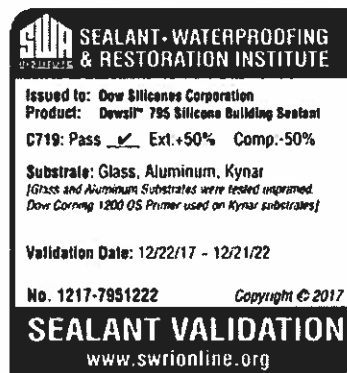
Description

DOWSIL™ 795 Silicone Building Sealant is a one-part, neutral-cure, architectural-grade sealant that easily extrudes in any weather and cures quickly at room temperature. This cold-applied, non-sagging silicone material cures to a medium modulus silicone rubber upon exposure to atmospheric moisture. The cured sealant is durable and flexible enough to accommodate ± 50 percent movement of original joint dimension when installed in a properly designed weather seal joint. In a properly designed structurally glazed joint, the sealant is strong enough to support glass and other panel materials under high wind load.

Approvals/ Specifications

DOWSIL 795 Silicone Building Sealant meets the requirements of:

- Federal Specification TT-S 001 543A (COM-NBS) Class A for silicone building sealants
- Federal Specification TT-S-00230C (COM-NBS) Class A for one component building sealants
- ASTM Specification C 920 Type S, Grade NS, Class 50, Use NT, G, A and O
- ASTM Specification C 1184 for structural silicone sealants
- Canadian Specification CAN2-19.13- M82



Colors

DOWSIL 795 Silicone Building Sealant is available in 16 colors: white, limestone, champagne, natural stone, gray, black, bronze, sandstone, adobe tan, dusty rose, rustic brick, blue spruce, anodized aluminum, and charcoal. Custom colors may be ordered to match virtually any substrate.

How To Use

Please consult the *Dow Corning Americas Technical Manual*, Form No. 62-1112, for detailed information on state-of-the-art application methods and joint design.

Preparation

Clean all joints, removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealants or glazing compounds and protective coatings.

Application Method

Install backing material or joint filler, setting blocks, spacer shims and tapes. Mask areas adjacent to joints to ensure neat sealant lines. Primer is generally not required on non-porous surfaces, but may be necessary for optimal sealing of certain porous surfaces. A test placement is always recommended. Apply DOWSIL 795 Silicone Building Sealant in a continuous operation using positive pressure. (The sealant can be applied using many types of air-operated guns and most types of bulk dispensing equipment.) Before a skin forms (typically within 15 minutes), tool the sealant with light pressure to spread the sealant against the backing material and joint surfaces. Remove masking tape as soon as the bead is tooled.

**Handling
Precautions**

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT WWW.CONSUMER.DOW.COM, OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

**Usable Life And
Storage**

When stored at or below 27°C (80°F), DOWSIL 795 Silicone Building Sealant has a shelf life of 12 months from the date of manufacture. Refer to product packaging for "Use By Date."

**Packaging
Information**

DOWSIL 795 Silicone Building Sealant is supplied in 10.3 fl oz. (305 mL) disposable plastic cartridges that fit ordinary caulking guns, 20 fl oz. (590 mL) sausages and 2 and 4.5 gal (7.5 and 17 L) bulk containers.

Limitations

DOWSIL 795 Silicone Building Sealant should not be used:

- In structural applications without prior review and approval by your local sales application engineer
- In below grade applications
- When surface temperatures exceed 50°C (122°F) during installation
- On surfaces that are continuously immersed in water
- On building materials that bleed oils, plasticizers or solvents that may affect adhesion
- On frost laden or wet surfaces
- In totally confined joints (the sealant requires atmospheric moisture for cure)
- If the sealant is intended to be painted (paints do not typically adhere to most silicone sealants)
- To surfaces in direct contact with food or other food-grade applications

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DOWSIL™ 795 Silicone Building Sealant

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**Limitations
(Cont.)**

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

**Health And
Environmental
Information**

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, www.consumer.dow.com or consult your local Dow representative.

Kynar is a registered trademark of Atofina Chemicals Inc.

<http://www.consumer.dow.com>

LIMITED WARRANTY INFORMATION - PLEASE READ CAREFULLY

The information contained herein is offered in good faith and is believed to be accurate. However, because conditions and methods of use of our products are beyond our control, this information should not be used in substitution for customer's tests to ensure that our products are safe, effective, and fully satisfactory for the intended end use. Suggestions of use shall not be taken as inducements to infringe any patent.

Dow's sole warranty is that our products will meet the sales specifications in effect at the time of shipment.

Your exclusive remedy for breach of such warranty is limited to refund of purchase price or replacement of any product shown to be other than as warranted.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DOW SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

DOW DISCLAIMS LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.





PRODUCT DATA SHEET

SikaQuick® VOH

FAST SETTING, ONE COMPONENT, CEMENTITIOUS VERTICAL AND OVERHEAD REPAIR MORTAR WITH SUPERIOR HIGH BUILD PROPERTIES

PRODUCT DESCRIPTION

SikaQuick® VOH is a fast setting, one component, ready-to-use repair mortar for vertical and overhead applications using specialty cement blends.

USES

- Fast repairs to overhead and vertical concrete and mortar surfaces on grade, above and below grade.
- As a repair material for building facades, parking structures, industrial plants, bridges, etc.
- As a fast setting repair material for new construction defects.

CHARACTERISTICS / ADVANTAGES

- Minimal time required between lifts.
- Fast finishing time
- Time/labor-saving material; application up to 3" (76.2 mm) on vertical surfaces in one layer
- Easy to use; just add water
- High bond strength ensures excellent adhesion
- High early and ultimate strength
- Increased freeze/thaw durability and resistance to deicing salts
- Suitable for exterior and interior applications.
- Overhead thickness up to 2" (50 mm)
- Fiber reinforced and polymer modified
- Contains corrosion inhibitor

PRODUCT INFORMATION

Packaging	<ul style="list-style-type: none"> ▪ 44 lb (20 kg) bag ▪ 5 gal (22.7 kg) pail
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging.
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	3 hours	> 1,500 psi (10.3 MPa)	(ASTM C-109) 73 °F (23 °C) 50 % R.H.
	1 day	> 3,000 psi (20.7 MPa)	
	7 days	> 4,500 psi (31.0 MPa)	
	28 days	5,500 psi (37.9 MPa)	

Modulus of Elasticity in Compression	7 days	2.2x10⁶ psi (15.2 GPa)	(ASTM C-469)
Flexural Strength	1 day	400 psi (2.8 MPa)	(ASTM C-293)
	7 days	600 psi (4.1 MPa)	73 °F (23 °C)
	28 days	1,000 psi (6.9 MPa)	50 % R.H.
Splitting Tensile Strength	1 day	200 psi (1.4 MPa)	(ASTM C-496)
	7 days	250 psi (1.7 MPa)	73 °F (23 °C)
	28 days	500 psi (3.4 MPa)	50 % R.H.
Slant Shear Strength	1 day	1,000 psi (6.9 MPa)	(ASTM C-882 modified*)
	7 days	1,600 psi (11.0 MPa)	
	28 days	2,000 psi (13.8 MPa)	
* Mortar scrubbed into substrate at 73 °F (23 °C) and 50 % R.H.			
Pull-Out Resistance	> 250 psi (1.7 MPa) Substrate failure		(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
Shrinkage	< 0.05 %		(ASTM C-157 modified per ASTM C-928)
Chloride Ion Diffusion Resistance	28 days	Low range	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	6–6.5 pts (2.8-3.1 L) per bag		
Fresh Mortar Density	125 lb/ft³ (2.0 kg/L)		(ASTM C-138)
Coverage	0.44 ft³ (0.01 m³) per bag <small>(Coverage figures do not include allowance for surface profile and porosity or material waste)</small>		
Layer Thickness		Min.	Max.
	Overhead	1/8" (3 mm)	2" (51 mm)
	Vertical	1/8" (3 mm)	3" (75 mm)
Product Temperature	65–75 °F (18–24 °C)		
Ambient Air Temperature	> 45 °F (7 °C)		
Substrate Temperature	> 45 °F (7 °C)		
Set Time	10-25 min		(ASTM C-266)
Final Set Time	< 35 min		(ASTM C-266)
* To control setting times, cold water should be used in hot weather and hot water used in cold weather.			
Application Time	~ 15 minutes		
Finishing Time	20–30 minutes		
Waiting / Recoat Times	Time between lifts	Final set time	
	Acrylic waterbased	4 hrs	
	Epoxy/PU based	6 hrs	
Compatibility and adhesion testing is always recommended.			

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

- Surface must be clean and sound.
- Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Preparation work should be done by high pressure water blast, scabber or other appropriate mechanical means to obtain an exposed aggregate surface profile of $\pm 1/16$ " (1.6 mm) (CSP-5).
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Saw cutting of edges is preferred and a dovetail is recommended.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

PRIMING

- **Reinforcing steel:** Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).
- **Concrete Substrate:** A scrub coat of SikaQuick® VOH can be applied prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- Wet down all tools and mixer to be used.
- Mix mechanically with a low-speed drill (400–600 rpm) and mixing paddle or mortar mixer.
- Mix to a uniform consistency, maximum 3 minutes.
- Manual mixing can be tolerated only for less than a full unit.
- Thorough mixing and proper proportioning of the powder and liquid is necessary.
- Inaccurate proportioning of the powder to liquid will result in a finished product that may not conform with stated properties.

With water

- Start mixing with 6 pints (2.8 L) of water per bag.
- Adjust the water dosage by a maximum amount of $\pm 1/2$ pint, if necessary, to achieve the desired consistency.
- Do not over-water. Over-watering may result in difficulty handling and/or not meeting stated property values.

With Sika Latex R

- Start mixing with 6 pints (2.8 L) of Sika Latex® R per bag.
- Adjust the Sika Latex® R dosage by a maximum amount of $\pm 1/2$ pint, if necessary, to achieve the desired consistency.

APPLICATION

- The mixed SikaQuick® VOH must be worked well into the prepared substrate, filling all pores and voids.
- Compact well. Force material against edge of repair working towards the center. Thoroughly compact the mortar around exposed reinforcement.
- After filling repair, consolidate, then screed.
- Finish with steel, magnesium, wood, plastic floats, or damp sponges, depending on the desired surface texture.

MULTIPLE LIFTS

- Where multiple lifts are required, score top surface on each lift to produce a roughened substrate for next lift.
- Allow preceding lift to harden before applying fresh material.
- SSD of the lift with clean water.
- If previous layers are over 6 hours old, mechanically prepare the substrate and dampen.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing.
- Protect freshly applied mortar from direct sunlight, wind, rain and frost.
- Pretesting of curing compound is recommended.

CLEANING OF TOOLS

Cured product must be removed mechanically.

LIMITATIONS

- Do not use solvent based curing compounds. As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure.

- Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.
- Remixing product after it begins to set is prohibited.
- Bonding agents like Sika® Armatec® 110 EpoCem and others, which cure at a slower rate than SikaQuick® VOH, should not be used. If bonding agents are used, follow cure times for the bonding agents used as a guide prior to putting SikaQuick® VOH in service. Assure suitability with the manufacturer of the bonding agent.
- Not a vapor barrier

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Note that as a result of specific local regulations the declared data and recommended uses for this product may vary from country to country. Consult the local Product Data Sheet for the exact product data and uses.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/l

(EPA method 24)

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: 800-933-7452
Fax: 201-933-6225

Sika Canada Inc.
601 Delmar Avenue
Pointe Claire
Quebec H9R 4A9
Phone: 514-697-2610
Fax: 514-694-2792

Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km. 8.5
Fracc. Industrial Belvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537



Product Data Sheet
SikaQuick® VOH
August 2018, Version 01.01
020302040040000019

LEGAL DISCLAIMER

KEEP CONTAINER TIGHTLY CLOSED •KEEP OUT OF REACH OF CHILDREN •NOT FOR INTERNAL CONSUMPTION •FOR INDUSTRIAL USE ONLY •FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.** Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 201-933-8300.

SikaQuickVOH-en-US-(08-2018)-1-1.pdf



BUILDING TRUST

EXHIBIT "C"



The Dow Chemical Company

DOWSIL™ SILICONE BUILDING SEALANTS WEATHERSEAL LIMITED WARRANTY

Project

Project Name:

Project Address:

Dow Silicones Corporation

Dow Silicones Corporation

2200 W. Salzburg Road

Auburn, Michigan 48611

United States

(hereafter referred to as "DOW")

Warranty Recipient / Contractor

Building Owner

Applicable terms and conditions on the following pages.

Page 1 of 5

DOW HIGH PERFORMANCE BUILDING SOLUTIONS
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DOWSIL™

silicones by 



The Dow Chemical Company

DOWSIL™ SILICONE BUILDING SEALANTS WEATHERSEAL LIMITED WARRANTY

Warranty Number:

Warranty Effective Date:

Warranty Duration: 20 years
hereafter referred to as “Warranty Duration Period”

DOWSIL™ Product(s): DOWSIL™ 790 Silicone Building Sealant
DOWSIL™ 795 Silicone Building Sealant
hereafter referred to as “DOWSIL™ Product”

Thank you for selecting DOWSIL™ brand silicone products for your project.

When tested and installed as outlined in Section A below, DOW warrants to you, the Building Owner, that the DOWSIL™ silicone building sealants indicated above will provide a watertight weatherseal for the Warranty Duration Period from the Warranty Effective Date.

A. GENERAL REQUIREMENTS

In order to obtain this warranty, the building owner is responsible to ensure:

- a. The DOWSIL™ product is applied in strict compliance with DOW's published or electronic recommended application procedures and in accordance with any project specific recommendations from DOW.
- b. The DOWSIL™ product is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in the DOW Surface Preparation Guide which is available in published or electronic form).
- c. The DOWSIL™ product is applied within its stated shelf life.
- d. Field adhesion tests are made, documented, retained, and submitted to DOW upon written request as outlined in the DOW Field Adhesion Test Procedure in order to confirm adhesion under site conditions.

B. LIMITATIONS

Page 2 of 5

DOW HIGH PERFORMANCE BUILDING SOLUTIONS
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DOWSIL™
silicones by 



DOWSIL™ SILICONE BUILDING SEALANTS WEATHERSEAL LIMITED WARRANTY

This warranty specifically excludes adhesive and/or cohesive failure of the sealant due to:

- a. Use of the sealant as a structural or load-bearing sealant.
- b. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- c. Improper installation.
- d. Movement of the structure resulting in stresses on the sealant which exceed DOW's published specifications for elongation and/or compression for the sealant, including but not limited to structural settlement, design error, or construction error.
- e. Use on single-family residential structures.

And does not cover damage to, or failure of, the sealant due to:

- a. Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, or peeling).
- b. Mechanical damage caused by, including but not limited to, surface abrasion, individuals, tools, vandalism or other outside agents.
- c. Changes in the appearance of the sealant, including but not limited to, natural weathering (whitening, chalking, fading, staining), the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere, or from incompatible substrates.

This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, coatings, substrates, or the environment/location in which the sealant is installed or applied, including but not limited to:

- a. Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- b. Removal or disposal of the existing sealants and/or coatings.
- c. Removal or disposal of DOWSIL™ silicone sealants and/or coatings after installation.

DOWSIL™ sealants are not intended for encapsulating any hazardous materials.

DOW's warranty does not cover faults attributable to workmanship.

This warranty will be null and void if DOW or the DOW distributor has not received payments for the products used.



The Dow Chemical Company

DOWSIL™ SILICONE BUILDING SEALANTS WEATHERSEAL LIMITED WARRANTY

REMEDIES

In the event of a claim under this warranty, you must notify DOW within 30 days of the claimed defect and provide DOW with the opportunity to inspect. DOW shall, for the Warranty Duration Period from the Warranty Effective Date, be responsible for the cost of replacement sealant to make any warranty-related repairs.

DOW SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by DOW to the new Owner. DOW must be notified in writing at time of sale to the new Owner. DOW must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the DOWSIL™ product(s). If these conditions are not met, then this warranty will be rendered null and void.

The product is sold to you upon and subject to DOW's standard Terms and Conditions of Sale or supply agreement, as applicable (collectively, the "Standard Terms"). However, to the extent there may be a conflict between the terms of any warranty in the Standard Terms and the provisions of this warranty, the provisions of this warranty shall prevail. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Silicones Corporation.

Page 4 of 5

DOW HIGH PERFORMANCE BUILDING SOLUTIONS
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The Dow Chemical Company

**DOWSIL™ SILICONE BUILDING SEALANTS
WEATHERSEAL LIMITED WARRANTY**

For questions on this or any other warranty you have with Dow Silicones Corporation, please contact the Warranty Administration Department at construction.warranty@dow.com.



EXHIBIT "D" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All Insurance Services 1548 W. 37 St. Hialeah, FL 33012 Phone (305) 822-4472 Fax (305) 556-4354	CONTACT NAME: [Blank] PHONE (A/C, No, Ext): (305) 822-4472 FAX (A/C, No): (305) 556-4354 E-MAIL: jfernandez@aisrv.com ADDRESS: [Blank]
INSURER(S) AFFORDING COVERAGE	
INSURER A: NORGUARD INSURANCE COMPANY	
INSURER B: [Blank]	
INSURER C: [Blank]	
INSURER D: [Blank]	
INSURER E: [Blank]	
INSURER F: [Blank]	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> HOURLY <input type="checkbox"/> <input type="checkbox"/> (GENERAL AGGREGATE LIMIT APPLIES PER) <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> UPC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> OWNED AUTO <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> HIRED AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> SELF <input type="checkbox"/> RETENTION					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (each occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPISO AGG \$ \$ COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EMPLOYED (Mandatory in FL) (Mandatory in FL) (Mandatory in FL) (Mandatory in FL)	N/A	WC941722	09/19/2018	09/19/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000.00 EL DISEASE - EA EMPLOYE \$ 1,000,000.00 EL DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CABLES PARK TOWER ALMERIA PARK CONDOMINIUM ASSOCIATION INC 357 ALMERIA AVE CORAL GABLES, FL 33134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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