

Agreement Between: **Owner and Contractor**
Contract Type: where the basis for Payment is a Stipulated Sum

Date of Contract Agreement: 02/11/2022

Owner: Four Seasons Condominium, Inc.
3799 S. Banana River Blvd.
Cocoa Beach, FL 32931

RECEIVED

FEB 14 2022

Contractor: American Custom Restoration, LLC
112 W. Suwanee Ln
Cocoa Beach, FL 32931

The Project is: **Bldg. 10** Exterior Building Refurbishment and Restoration

The Engineer is: James E. Emory, P. E.
Keystone Engineering, Inc.
18 Danube River Drive
Cocoa Beach, FL 32931

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) TBD*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 6 months from commencement. Which is approximately 180 days from the date of commencement, or as follows: *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of the Work
N/A

Substantial Completion Date

Subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Thousand Nine Hundred Fifty Dollars (\$600,950.00), subject to additions and deductions provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A
(State the number of other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any, are as follows: *(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.) See Bid Documents*

Item	Units and Limitations	Price per Unit (\$0.00)
See Bid Documents		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contactor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows: 1 month from the start date.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the next month. If an Application for Payment is received by the Engineer after the application date fixed above, payments shall be made by the Owner not later than ten (10) days after the Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment.

§ 5.1.5 Application for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of the cost to the Owner of changes in the work, amounts not in dispute shall be included as provided in Section 103 of the project manual.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed

construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of zero percent (10 %);

- .3 Subtract the aggregate of previous payments made by the Owner.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 103 of the project manual.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the project manual, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 10 days after the issuance of the Engineer's final Certificate for Payment, or as follows: N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Engineer will serve as Initial Decision Maker pursuant to the project manual, unless the parties appoint below another individual, not party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to the project manual, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration

Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in the project manual.

§ 7.2 The Work may be suspended by the Owner as provided in the project manual.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the project manual or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5%

§ 8.3 The Owner's representative is:
Four Seasons Condominium Association
3799 S. Banana River Blvd
Cocoa Beach, FL 32931

§ 8.4 The Contractor's representative is:
Thomas Blazevic
112 W. Suwanee Ln
Cocoa Beach, FL 32931

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions: N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed Document 101, Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction. Form AIA 201

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
See Bid Documents			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Bid Documents		

§ 9.1.6 The Addenda, if any: N/A

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Document E201, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Other documents, if any, listed below:

See Bid Documents and Project Manual

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Section 102 of the project manual. (State bonding requirements, if any, and limits of liability for insurance required in the project manual)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
N/A	

This Agreement entered into as of the day and year first written above.

P. & A.
Owner (Signature)

[Handwritten Signature]
Contractor (Signature)

Perry Allen President
(Printed Name & Title)

Peggy Blazevic
(Printed Name & Title)

3-8-22
DATE

2/14/2022
DATE

A	B	C	D	E	F
1	Bid Sheet Building 10 WALKWAYS - Four Seasons				
2	<u>Walkways</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
3	1 Mobilization	1	EA	\$ 45,000.00	\$ 45,000.00
4	2 Removal or Prep of Existing Floor Finishes				
5	a. Prep Stairs and Landings	2000	SF	\$ 1.00	\$ 2,000.00
6	b. Remove Ground Level and Sidewalks	1800	SF	\$ 4.50	\$ 8,100.00
7	3 Concrete Repairs				
8	a. Concrete Edge Repairs	32	LF	\$ 260.00	\$ 8,320.00
9	b. Concrete Window Sill Repairs	28	LF	\$ 75.00	\$ 2,100.00
10	c. Concrete Ceiling Repairs	10	SF	\$ 240.00	\$ 2,400.00
11	d. Concrete Full Depth Slab Repairs	32	SF	\$ 280.00	\$ 8,960.00
12	e. Concrete Beam, Header and Column Repairs*	6	CF	\$ 450.00	\$ 2,700.00
13	f. Concrete Small Spot Repairs Allowance	44	EA	\$ 80.00	\$ 3,520.00
14	g. Remove and Replace Topping-Elevated Walkway	3996	SF	\$ 24.00	\$ 95,904.00
15	4 New Elevated Walkway Coating Finish- include perimeter floor sealants, and panel seams	3996	SF	\$ 8.50	\$ 33,966.00
16	a. Expansion Joint at Panel Butt Joints	120	LF	\$ 32.00	\$ 3,840.00
17	b. Stair and Landing Floor Top Coating Only	2000	SF	\$ 3.00	\$ 6,000.00
18	c. Ground Level and Sidewalk Full New Coating	1800	SF	\$ 6.00	\$ 10,800.00
19	5 Railing System Remove/Dispose and Replace with Decorative Aluminum Panel System	540	LF	\$ 200.00	\$ 108,000.00
20	Building 10 Walkways BID SHEET Estimate Total				\$ 341,610.00
21					
22					
23	*Majority of cantilever beams repaired previously				

A	B	C	D	E	F
1	BID SHEET Building 10 BALCONIES-Four Seasons				
2	<u>Item</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
3	1 Mobilization	1	EA	\$ 45,000.00	\$ 45,000.00
4	2 Removal of Existing Elevated Floor Coverings				
5	a. Tile/Coating Below	720	SF	\$ 6.00	\$ 4,320.00
6	b. Carpet/Coating Below	480	SF	\$ 6.00	\$ 2,880.00
7	C. Coating	240	SF	\$ 4.50	\$ 1,080.00
8	3 Concrete Repairs				
9	a. Concrete Edge Repairs	6	LF	\$ 260.00	\$ 1,560.00
10	b. Concrete Slab Surface Repairs	6	SF	\$ 200.00	\$ 1,200.00
11	c. Concrete Ceiling Repairs	4	SF	\$ 240.00	\$ 960.00
12	d. Concrete Full Depth Slab Repairs	4	SF	\$ 280.00	\$ 1,120.00
13	e. Concrete Beam-Column Header-Repairs	45	CF	\$ 450.00	\$ 20,250.00
14	f. Concrete Small Spot Repairs Allowance	40	EA	\$ 80.00	\$ 3,200.00
15	g. Stucco Repairs Allowance	400	SF	\$ 40.00	\$ 16,000.00
16	h. Remove and Replace Topping	1200	SF	\$ 24.00	\$ 28,800.00
17	i. Window Sill Allowance	32	LF	\$ 75.00	\$ 2,400.00
18	4 New Balcony Coating Finish- include perimeter floor sealants, and panel seams, and closets	1440	SF	\$ 8.50	\$ 12,240.00
19	5 Remove Screen/Frame and Dispose and Replace With New	130	LF	\$ 145.00	\$ 18,850.00
20	a. Remove Screen/Frame and Reinstall	24	LF	\$ 45.00	\$ 1,080.00
21	6 Paint Interior/Exterior Balcony Walls (in work area) Include door sealants	8	EA	\$ 1,100.00	\$ 8,800.00
22	a. Paint All Exterior Walls including Window Sealant	1	LS	\$ 60,000.00	\$ 60,000.00
23	b. Perimeter/Transision Seal Ext. Glass Enclosures	14	EA	\$ 1,200.00	\$ 16,800.00
24	8 Remove and Rebuild Closets Allowance	8	EA	\$ 1,600.00	\$ 12,800.00
25	Building 10 Balconies BID SHEET Estimate Total				\$ 259,340.00
27	Other Costs to Consider				
28	9 New Sliding Glass Doors				
29	a. 8' x 6'-8"	1	EA	TBD	
30	b. 12' x 6'-8"	1	EA	TBD	
31	10 Electrical Issues	at cost plus if needed			
32	Glass Enclosure Removal/Reinstall/Replace by others				
33	Shutter Removal/Reinstall by Others				
34					
35					