

**THE RESIDENCES AT OCEAN DRIVE
CONDOMINIUM ASSOCIATION, INC.**

Contract

This Contract sets forth mutual covenants of agreement by and between:

OWNER. THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC. (hereinafter "Owner"), a Florida Corporation and

CONTRACTOR **Rainbow Roofing Solutions, Inc. UC** (hereinafter "Contractor") a
☐ Florida Corporation ☒ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

1. **PROJECT NAME.** **2021 Roof Overlay (Main Building)**
2. **SCOPE OF WORK.** Contractor agrees to furnish all equipment, labor, and materials to correctly provide, construct, or install the Project according to the Contract documents and exhibits.
3. **PROJECT SCHEDULE.** Contractor shall complete project preparation, including permitting, materials purchase, and equipment scheduling, to facilitate commencing work ☐ on ☒ by **05/01/21** and progressing uninterrupted to completion within Contract calendar days or schedule. Payment amounts and time for completion Phases are:

Project Phase	Amount / %	Days/Schedule
Contracting	10.0%	N/A
Delivery of Materials & Commencement of Work	40.0%	Approx 5/01/21
Substantial Completion	40.0%	Approx 5/15/21
City Sign-off & Delivery of Closed out Permit to Owner	10.0%	
	0.0%	

4. **OWNERS REPRESENTATIVE.** The Residences Manager (hereinafter "Manager") is authorized to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Owner in the Contract Documents. The Owner may appoint a Project Supervisor to provide Project oversight, verify specifications and selections compliance, approve or reject work, approve payment, and report to the Manager and Owner.

Residences Manager: Steve McKeon 305/393-3603

Project Supervisor: Jim Howe 254/541-3099

5. **COMPLETION.** Each Project phase shall be substantially complete and ready for inspection within the Contract Calendar Days/Schedule set forth above. All phases of the Project shall be substantially complete and ready for inspection and final payment prior to expiration of the cumulative total days of all Project Phases. Allowance will be made for documented weather delays which must be submitted with each Progress Payment Application. There will be no damage for delay, however Owner reserves the right to terminate the Contract for failure to perform.
6. **CONTRACT PRICE.** Owner shall pay Contractor for all contracted work, completed in compliance with the Contract Documents, in current funds for the **Lump Sum of: \$ 86,450.00**. **Extra Charges, if any, are as set forth in the Contractor Bid/Proposal or approved Change Order.** (Copper Flashing Option NOT Accepted)
7. **PROGRESS PAYMENTS.** Project progress payments ☒ are ☐ are not permitted by this Agreement. When permitted, progress payments will be by ☐ Percent Complete ☒ Contract Phase/Schedule itemized in the "Project Schedule" above.
 - a. **Pay Applications.** When permitted, Contractor may submit Progress Payment Applications to Owner, for completed Phases/Schedule, or Unit Pricing. Upon receipt, Owner will verify accuracy and inspect to confirm satisfactory completion of related work (including cleanup and remediation of damage to other property). Owner may engage engineers, architects, or construction professionals to inspect for compliance with the Contract, applicable codes, and generally accepted quality standards.
 - a. **Progress Payments.** Approved Contractor Pay Applications will be paid within ten working days of receipt, and upon Owners receipt of Contractor and Subcontractor Mechanic's & Materialman's partial lien waivers. From each approved Pay Application, **0.0%** will be withheld as retainage until Final Payment.
 - b. **Project Completion.** The Project is considered complete when the Contract is fully performed, any incomplete or unsatisfactory items ("Punch List") are complete, the Project is accepted by Owner and City of Key Colony Beach, and final lien waivers, proof of all Project permits closed out, and all product and equipment operating manuals and warranties have been delivered to Owner.



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- c. Final Payment. Upon satisfaction of project completion requirements, Owner will make final payment to Contractor, including Retainage, less withholding of any Owner and Contractor agreed amount.
8. **CHANGES TO THE PROJECT**. Any change to the Project, including Specifications and Selections, must be authorized by written change order, signed in advance of the change, by both Parties.
9. **CONTRACTOR'S REPRESENTATIONS**. Owner enters into this Contract relying upon Contractor representations:
- a. Bid Documents. Contractor accepts all terms and conditions of the Invitation to Bid the Project and Instructions to Bidders. Contractor carefully examined the Bid Documents and all physical conditions and limitations. The Bid is based upon completing the Project, as specified, for the Contract Amount in the time allotted.
- b. Site Conditions. Contractor is familiar with general and local site conditions that could in any way affect cost, progress, work performance, or time for completion. Contractor does not consider any further examinations, investigations, explorations, or tests necessary for performance of the Project at the Contract Price, within contract times, and according to the Contract terms and conditions.
- c. Governing Laws, Rules & Regulations. Contractor is familiar with, and will comply with all applicable local, state, and federal laws and regulations, and will abide by Residences Contractor Rules. The Contract Price includes the cost of all required regulatory permitting, which shall be secured by Contractor.
- d. License. Contractor and/or Contractor's employees and subcontractors hold adequate professional licenses, from applicable governmental jurisdictions, to perform respective work in all Project phases.
- e. Clean up & Safety. Contractor will maintain the premises clean and clear of debris, will take all reasonable safety precautions, and comply with all applicable local, state, and federal safety regulations.
- f. Taxes. Contractor's bid includes, and Contractor will pay, all taxes applicable to the Project.
10. **CONTRACT DOCUMENTS**. Deviations from the Scope of Work will only be permitted and paid for by executed change order. Contractor will promptly notify Owner of any required revisions to the Scope of Work. This Contract shall take precedence over any conflict with any exhibit hereto. Contract documents are:

☒	<u>This Contract (pages 1 to 3, inclusive)</u>
☒	<u>Exhibit "A" Contractor Rules</u>
☒	<u>Exhibit "B" Insurance Requirements</u>
☐	<u>Exhibit "C" Project Specifications</u>
☐	<u>Exhibit "D" Project Selections</u>
☒	<u>Exhibit "E" Contractor's Bid/Proposal (pages 1 through 1 , inclusive)</u>
☐	<u>Exhibit "F" Project Plans (drawings)</u>
☐	<u>Exhibit "G"</u>

11. **ASSIGNMENT OF CONTRACT**. This Contract can only be assigned by written mutual consent of Owner and Contractor and, specifically but without limitation, funds that may become due and funds that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
12. **DISPUTE RESOLUTION**. Owner and Contractor agree to negotiate in good faith to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction in Monroe County, Florida. The prevailing party shall be entitled to recover their reasonable attorney's fees and costs. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF **CHAPTER 558, FLORIDA STATUTES**.
13. **LIABILITY & INDEMNIFICATION**. To the fullest extent permitted by law, Contractor shall unconditionally defend, indemnify, and hold harmless, The Residences at Ocean Drive Condominium Association, Inc., its' owners, officers, directors, employees, agents, and consultants from and against all claims, costs, damages, penalties, fines, loss, and expense, including,

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but not limited to attorneys' fees, costs, and expenses arising out of or resulting from Contractors performance, or non-performance of the Contract. Contractors indemnification includes, but is not limited to: Contractor negligence or gross negligence; strict liability; failure of Contractor, its subcontractors, agents, or employees to comply with any OSHA, federal, state, or local laws or regulations, including health and safety; breach of express or implied warranty by Contractor, its agents, or employees; defective work; work outside the scope of this Contract; or any inaccuracy or violation of any Contractor certification.

14. **TERMINATION & DEFAULT.** Owner may terminate this Contract if Contractor materially or otherwise defaults in performance of the Contract and fails to correct such default within five days of Owner's written notice. Any such termination shall be effective upon deposit of written notice to Contractor according to the Notices article of this Contract. Upon Termination, outstanding payments and retainage will be withheld and paid to Contractor 10 working days following Project completion, provided actual Project cost does not exceed the Contract Price. If actual Project cost exceeds the Contract Price, the excess amount will be deducted. Terms of this Contract shall survive Termination, Default, or Project Completion.
15. **ASSIGNMENT.** Owner or Contractor assignment of any rights or interests in the Contract, shall only be binding with the express written consent of the other.
16. **SUCCESSORS & ASSIGNS.** Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other, in respect to all covenants, agreements, and obligations contained herewith.
17. **SEVERABILITY.** Any provision of the Contract documents held void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue as valid and binding, and the Contract documents reformed to replace such stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
18. **NOTICES.** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated below.
 - a. Owner also consents to receive any notices by e-mail at Owner's e-mail address stated below.
 - b. Contractor also consents to receive any notices by e-mail at Contractors e-mail address stated below.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT AND MAY NOT BE CHANGED EXCEPT IN WRITING.

EFFECTIVE DATE OF THIS CONTRACT **03/10/2021**

OWNER: THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.

By _____

James I. Howe, President

901 W Ocean Drive, Key Colony Beach, Florida 33051

jim.howe@BelfairDev.com

Office Phone

Cell Phone **(254) 541-3099**

CONTRACTOR: Rainbow Roofing Solutions, Inc.

By _____

Marc Segal, President

Email **marc@rainbowroofing.com**

Office Phone **(954) 370-7879** Cell Phone

THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.
Contractor Rules

1. Operations.

- a. Hours of operation. Without special permission from The Residences Manager, permitted work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Work that creates excessive noise is restricted and, except in emergency, can only be performed between May 1 and November 1. Work is not permitted on New Year's Day, Memorial Day, Independence Day, Thanksgiving & following day, and Christmas.
- b. Materials Staging. Orderly staging of construction materials must be monitored and controlled daily. Generally, all construction materials must be stored in a Manager pre-approved location.
- c. Fire Hazard. When utilizing open-flame, welding, soldering, or heat-tools, surrounding areas must be adequately protected with fire-blankets and appropriate fire-extinguisher(s) must be within easy reach of workers.
- d. Construction Debris, Trash, and Clean Up. The site shall be monitored and controlled daily. Minor amounts of trash may be placed in The Residences trash dumpster. Construction debris must be placed in Contractor provided containers and removed offsite (not placed in The Residences trash dumpsters or dumpster pen). Care must be taken to avoid dust contamination of buildings, units, automobiles, and grounds. Contractor's failure to comply with clean up requirements may, without notice, result in The Residences having the work performed with cost and administrative fee charged to Contractor.
- e. Clean Up. Daily, after work, walkway protection is to be placed in Contractor construction debris containers, stored out of sight, or removed offsite. All affected walkways, stairs, elevator, and parking surfaces must be thoroughly cleaned, swept, and/or washed with soap and water (brushed if necessary), as necessary to return to pre-construction or better condition.
- f. Vehicle Parking. Parking is permitted only in "Visitor Parking" or spaces designated by the Manager. During periods of congested parking, Contractor and Subcontractor employee-vehicles must be parked offsite.
- g. Toilet Facilities. Temporary toilet facilities must be provided for workers use, or offsite facilities must be used.

2. Property Protection. Cost of remediating damage to Association (or owners) property, caused by Contractor, Contractors employees, Subcontractors, or Suppliers, will be charged to Contractor. Affected components may include:

- a. Windows, Exterior Doors, Screens, Screen Rooms, and Door Mats must be appropriately protected throughout the project. Exterior doors, door jambs, and sills, must be adequately protected. Screen doors must be removed and stored during drywall, plaster, and concrete work, or during substantial dust operations.
- b. Carports, Garage, Walks, Stairwells, Driveway, and Parking surfaces must be adequately protected while work is being performed. Contractor protection of stairwells and walkways with carpet runners or other protection, adequate to prevent tracking, is required.
- c. Elevator Protection. Contractors are not to transport tools, equipment, or materials in elevators without protective wall and floor coverings. With reasonable notice, they will be installed by the Manager.
- d. Grounds & Landscaping. Contractors and subcontractors must respect The Residences grounds and landscaping by staying off the grass and out of landscape beds to the greatest extent possible. All washouts, including paint, plaster, mortar, grout, etc., must be done offsite.
- e. Tile Sawing. Sawing, of any type tile, must be by wet-saw, and to the extent possible, performed to avoid overspray onto unit balconies, stairwells, or in any way damage adjacent property. Wet sawing on a Unit balcony may be permitted, provided Association and owners property is adequately protected. Saw-cutting residue must be contained and removed offsite.

3. Inspections. The Manager, and The Residences authorized representatives, are authorized to perform compliance inspections of the Project.

4. Compliance. In addition to compliance with all applicable governmental regulations, Contractors must comply with these "Rules for Contractors".



THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.
Contractor Insurance Requirements

Contractors, their Temporary Worker Suppliers, and Subcontractors shall provide The Residences at Ocean Drive Condominium Association, Inc. (hereafter "The Residences") with proof of insurance meeting these minimum requirements.

1. **Proof of Insurance.** Prior to commencing work, The Residences shall receive Certificates of Insurance (hereafter "COI") transmitted directly from Contractor's and Subcontractor's insurance carrier, insurance agent, or broker.
 - a. **Required Coverage.** COI's shall indicate required coverage (as set forth herein) is in force, stipulating that the coverage will not be canceled or modified until the expiration of at least thirty (30) days after written notice of such cancellation or modification has been received by The Residences.
2. **Endorsements.** COI's must include these endorsements:
 - a. **Additional Insured.** The Residences at Ocean Drive Condominium Association, Inc. its' directors, officers, employees, representatives, and The Residences condominium owners and their guests will be shown as an "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory (Policy form CG 20 37 or equivalent).
 - b. **Waiver of Subrogation.** A Waiver of Subrogation for all listed coverages will be provided in favor of The Residences at Ocean Drive Condominium Association, Inc., its' directors, officers, employees, representatives, and The Residences condominium owners and their guests.
 - c. **Residential Exclusion.** General Liability coverage will not include a "residential exclusion" (including condominiums).
3. **Conditions.** Vendors shall not violate or knowingly permit to be violated; any conditions of insurance described herein.
4. **Coverage Minimums.**
 - a. **Workers' Compensation.** Coverage to provide full liability protection under the Workers' Compensation laws of the State of Florida with Employer's Liability coverage in limits not less than \$500,000.00 bodily injury per person, \$500,000 bodily injury by Disease Policy Limit, and \$500,000 disease each employee. Coverage is to be in the name of the Contractor and/or subcontractor and not from an employee leasing company.
 - b. **Commercial General Liability Insurance.** Coverage to include an "occurrence" basis, insurance for Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability Insurance. No exclusion should apply for explosion, collapse, and underground hazards. The required insurance shall be in limits not less than:
 - 1) **\$1,000,000** **Bodily Injury & Property Damage:** (each occurrence)
 - 2) **\$1,000,000** **Personal Injury**
 - 3) **\$2,000,000** **General Aggregate**
 - 4) **\$2,000,000** **Products and Completed Operations**
 - 5) **\$1,000,000** **Automobile Liability Insurance** – Coverage to include all owned, non-owned and hired automobiles used relating to the Work with \$1,000,000 Bodily Injury & Property Damage (each occurrence) each accident combined single limit.



COMMERCIAL ROOFING CONTRACTORS

PROPOSAL

February 10, 2021

The Residences at Ocean Drive Condominium Association, Inc.
901 West Ocean Drive
Key Colony Beach, FL 33051

Provide all necessary Engineering, Equipment, Hoisting, Labor and Supervision to perform the Scope of work.

Scope of Work: Install a Fully Adhered TPO Roof system over existing roof assembly

- Perform Moisture Survey to determine location and extent of wet areas, if any
- Remove and replace wet roofing in locations identified by Moisture Survey
- Sweep/blow roof clean, cut, drain and repair blisters where found and prep roof for overlay
- Furnish and install a 115Mil thick TPO membrane with a fleece backing and fully adhere to the surface of the existing roof
- Extend TPO membrane into all gutters, anchor thru existing drip edge with a termination bar and apply sealant across the top of the bar to make completely watertight
- Extend TPO membrane approximately 12" onto parapet walls, install a pre-painted .032 Aluminum counter-flashing and anchor to the wall. Apply sealant across the top of the counter-flashing to make completely watertight
- Apply TPO flashings to all roof penetrations including the roof hatch, A/C stand legs and roof vents
- Replace coned-shaped all-purpose roof vents with new
- Furnish and install protective work pads at service locations of A/C units and at the roof hatch

Price: \$86,450.00 (Eighty-Six Thousand Four-Hundred and Fifty Dollars)

Terms: 10% on acceptance, 40% on commencement, 40% on completion, 10% on City sign-off

Warranty: Provide a Manufacturer 20-Year Labor and Material Total Systems Warranty
Provide a Manufacturer 20-Year Accidental Puncture Warranty
Provide an Installer 10-Year Workmanship Warranty and (2) Complimentary Annual Inspections

Extras: Permit fees
A/C, Electrical, Structural and Plumbing work, unless specified
Asbestos testing, mitigation and disposal, if applicable
Replacement of wet areas - \$2.75/sq. ft.

Option: Substitute Copper parapet flashings for Aluminum – Add \$3,700.00



MS

6825 SW 21 Court, # 2, Davie, FL 33317 Ph: 954.370.7879 / 888.788.3716 Fx954.370.5779

Exhibit "E"